

---

# BIDDING INSTRUCTIONS & FORMS

---

**Central Junior High Classroom Addition**

**400 N. Broadway Ave**

**Moore, OK 73160**

## TABLE OF CONTENTS

### Central Junior High Classroom Addition

|              |                                                |         |
|--------------|------------------------------------------------|---------|
| Division 0   | Bidding Instructions and Forms                 | Page 2  |
| Document 100 | Solicitation for Bids (State of Oklahoma Form) | Page 3  |
| Document 200 | Instructions to Bidders                        | Page 4  |
|              | 1) Solicitation                                | Page 5  |
|              | 2) Bid Documents and Contracts Documents       | Page 6  |
|              | 3) Site Assessment                             | Page 7  |
|              | 4) Qualifications                              | Page 8  |
|              | 5) Bid Submissions                             | Page 8  |
|              | 6) Bid Enclosure/Requirements                  | Page 9  |
|              | 7) Offer Acceptance/Rejection                  | Page 10 |
| Document 300 | Bid Forms                                      | Page 11 |
|              | 1) General Bid Form                            | Page 11 |
|              | 2) Non-Collusion Affidavit                     | Page 13 |
|              | 3) Non-Kickback Affidavit                      | Page 14 |
|              | 4) Non-Asbestos Affidavit                      | Page 15 |
|              | 5) Non-Sex Offender Affidavit                  | Page 16 |
|              | 6) Business Relationship Affidavit             | Page 17 |
| Document 400 | General Bid Package Items                      | Page 18 |
|              | 1) General                                     | Page 18 |
|              | 2) Project Schedule                            | Page 19 |
|              | 3) Safety                                      | Page 20 |
| Document 500 | Bid Package 19                                 | Page 21 |
|              | 1) Tornado Resistant Coiling Doors             | Page 21 |

Central Junior High Classroom Addition  
400 N. Broadway Ave.  
Moore, OK 73160

# Division 0

# Bidding Instructions

# &

# Forms

ARCHITECT OF RECORD:

**AGP – the Abila Griffin Partnership, LLC**  
313 SE 5<sup>th</sup> Street  
Moore, OK 73160 405-735-  
3477

CONSTRUCTION MANAGER:

**OMNI Construction, LLC**  
1909 S. Eastern Ave.  
Moore, OK 73160 405-  
735-3992

## DOCUMENT 100

### SOLICITATION FOR BIDS (BID NOTICE)

Sealed proposals will be received by the Board of Education, Independent School District No. I-002, Moore, Cleveland County, Oklahoma, at the offices of OMNI Construction LLC, 1909 S. Eastern Ave, Moore, Oklahoma, until 2:00 P.M., Central Standard Time, on Wednesday, the 17<sup>th</sup> day of September 2025, at which time said bids will be opened for furnishing all labor and materials for the construction of the Central Junior High Classroom Addition including the following Bid Packages:

Bid Package 19 – Tornado Resistant Coiling Doors

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening bids, as well as bids received after the time set for opening bids, will not be considered, and will be returned unopened.

Bids will be publicly opened and read aloud at the above-mentioned office immediately following the closing time stated above.

Complete sets of General Conditions, Plans, and Specifications, and other bidding documents may be obtained through OMNI Construction, LLC, and the RPG Plan Room.

OMNI Construction  
1909 S. Eastern Ave.  
Moore, OK 73160  
405-735-3992  
[www.omnioklahoma.com](http://www.omnioklahoma.com)

RPG Plan Room  
[www.rpgplanroom.com](http://www.rpgplanroom.com)

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder if the proposal has a value greater than \$50,000.00. Bid Guarantees will be returned to the unsuccessful bidders.

The Board of Education reserves the right to accept or reject any and all bids.

The time period within which a contract will be executed following award to the successful bidder will not exceed thirty (30) days.

## **DOCUMENT 200**

### **INSTRUCTIONS TO BIDDERS**

To be considered, bids must be made in accordance with these instructions to bidders.

- Section 1      Solicitation**
  - 1) Bid Submission
  - 2) Intent
  - 3) Work Identified in the Contract Documents
  - 4) Contract Time
- Section 2      Bid Documents and Contract Documents**
  - 1) Definitions
  - 2) Contract Documents Identification
  - 3) Availability
  - 4) Examination
  - 5) Queries/Addenda
  - 6) Product Substitution
- Section 3      Site Assessment**
  - 1) Site Examination
- Section 4      Qualifications**
  - 1) Evidence of Qualifications
  - 2) Subcontractors/Suppliers/Others
- Section 5      Bid Submission**
  - 1) Submission Procedure
  - 2) Bid Ineligibility
- Section 6      Bid Enclosure/Requirements**
  - 1) Security Deposit
  - 2) Performance Assurance
  - 3) Bid Form Requirements
  - 4) Bid Form Signature
- Section 7      Offer Acceptance/Rejection**
  - 1) Duration of Offer
  - 2) Acceptance of Offer

## **Section 1-**

### **SOLICITATION**

#### **1.1) BID SUBMISSION**

- A. Sealed proposals will be received by the Board of Education, Independent School District No. I-002, Moore, Cleveland County, Oklahoma, at the offices of OMNI Construction LLC, 1909 S. Eastern Ave, Moore, Oklahoma, until 2:00 P.M., Central Standard Time, on Wednesday, the 17<sup>th</sup> day of September 2025, at which time said bids will be opened for furnishing all labor and materials for the complete construction of the Central Junior High Classroom Addition project.

#### **Bid Packages: Bid Package 19 – Tornado Resistant Coiling Doors**

- B. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening bids, as well as bids received after the above time set for opening bids, will not be considered, and will be returned unopened.
- C. All forms identified in Section 300 shall be properly filled out and notarized.
- D. Bids will be publicly opened and read aloud at the above-mentioned office immediately following the closing time stated above.
- E. Amendments to submitted Bids will be permitted when received in writing prior to bid deadline and when endorsed by the same party or parties who signed and sealed the Bid.
- F. Bidders may withdraw their Bid by written request at any time before bid deadline.

#### **1.2) INTENT**

- A. The intent of this bid request is to obtain an offer to perform work to complete the construction of the Central Junior High Classroom Addition, 400 N. Broadway Ave., Moore, OK 73160 for a Stipulated Price contract, in accordance with the Contract Documents.
- B. The Owner has contracted with OMNI Construction to act as Construction Manager for the total Project. Selected parts of the work of the Project may be completed by the Construction Manager and other parts may be contracted by acceptance of public bids.

### **1.3) WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises of bid package 19 as noted in the Bid Manual
- B. The Scope of the work consists of furnishing all labor and materials for the complete construction, in accordance with the Contract Documents,
- C. The Base Proposal shall include all work as described in the Drawings, Project Manual and bid day instructions and forms. Each trade shall be responsible for reviewing all sheets identified in the plan set and work that may pertain to their respected bid package.

### **1.4) CONTRACT TIME**

- A. Construction Start Date = 9/15/2025
- B. Construction Completion Date = 9/15/2026

## **Section 2**

### **BID DOCUMENTS AND CONTRACT DOCUMENTS**

#### **2.1) DEFINITIONS**

- A. Bid Documents: Project Plans, Project Manual, Bidding Instructions and Forms.
- B. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- C. Bid Price: Monetary lump sum identified by the Bidder in the Bid Form.

#### **2.2) CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents (Drawings and Project Manual) are identified as prepared by the Architect, AGP – the Abila Griffin Partnership, LLC, and identified in their respective Table of Contents.

#### **2.3) AVAILABILITY**

- A. Refer to section 2.4- for availability of drawings.

#### **2.4) EXAMINATION**

- A. Bid Documents are on display at the offices of the following construction association plan room facilities:
  - [1] OMNI Construction, LLC  
1909 S. Eastern Ave.  
Moore, OK 73160 405-  
735-3992  
[www.omnioklahoma.com](http://www.omnioklahoma.com)
  - [2] RPG Plan Room  
[www.rpgplanroom.com](http://www.rpgplanroom.com)
- B. Upon receipt of Bid Documents verify that documents are complete. Notify the Architect or Construction Manager, OMNI Construction, LLC, should the documents be incomplete.

- C. Immediately notify the Architect or Construction Manager upon finding discrepancies or omissions in the Bid Documents.

## **2.5) QUERIES/ADDENDA**

- A. Direct questions to AGP – the Abila Griffin Partnership L.L.C., 313 SE 5<sup>th</sup> Street, Moore, Oklahoma 73160, 405-735-3477 or [AGP@theAGP.net](mailto:AGP@theAGP.net). OMNI Construction, LLC, PO Box 892245 Oklahoma City, OK 73189, 405-735-3992 or [omniconstructionllc@coxinet.net](mailto:omniconstructionllc@coxinet.net).
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 3 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during the Bidding period. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
- E. List any addenda received on the Bid Form. Failure to receive any addenda shall not release the bidder from any obligations under his bid.

## **2.6) PRODUCT SUBSTITUTION**

- A. Where the Bid Documents stipulate a particular Product, substitutions will be considered by the Architect up to seven (7) days before receipt of Bids.
- B. With each substitution request, provide sufficient information for architects to determine acceptability of proposed products.
- C. When a request to substitute a Product is made, the architect may approve the substitution. Approved substitutions will be identified by Addenda.
- D. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in the Work to accommodate such substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Sum/Price because of changes in Work necessitated by use of substitutions shall not be considered.

## **Section 3**

### **SITE ASSESSMENT**

#### **3.1) SITE EXAMINATION**

- A. Examine the project site before submitting a Bid.
- B. Each bidder shall carefully examine the project site, compared it to the Drawings and Project Manual, including all Addenda, and satisfied themselves as to the existing conditions under which their trade will be required to work, or that will affect the work under this contract.
- C. No allowances will be made on behalf of the Contractor for any error or negligence in determining these existing conditions. By submission of a bid on this project, the bidders agree to accept the existing project site in its present condition.
- D. All site visits shall be scheduled through the Project Manager of record, OMNI Construction, LLC 405-735-3992.

## **Section 4**

### **QUALIFICATIONS**

#### **4.1) EVIDENCE OF QUALIFICATIONS**

- A. To demonstrate qualifications for performing the Work of this Contract, Bidders may be required to submit in writing evidence of financial position, previous experience, and current commitments. The financial statement shall reflect the true financial condition of the bidder within three months prior to the date of the bid opening. To be eligible for the Contract a bidder, must be able to show his financial ability to carry on work until such time as he receives the first payment on the Contract agreement, and to finance the work between payments until the project is complete and accepted by the Owner.

#### **4.2) SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. The Owner reserves the right to reject a proposed Subcontractor for a reasonable cause.
- B. Refer to OMNI Construction's Master Service Agreement when OMNI is Construction Manager.

## **Section 5**

### **BID SUBMISSION**

#### **5.1) SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed.
- B. **Submit one copy of the executed offer on the Bid Forms provided, signed, and sealed with the required security in a closed opaque envelope, clearly identified with Bidder's name, project name, Owner's name, Bid Manual 1, Bid Package Number and Description, and Bid Date on the outside of the envelope.**
- C. Contents of the Proposal Packet:
  - 1. Complete Bid Forms (Document 300).
  - 2. Non-collusion Affidavit signed and notarized.
  - 3. Non-Kickback Affidavit signed and notarized.
  - 4. Affidavit of Asbestos Free Materials and Construction signed and notarized.
  - 5. Non-Sex Offender Affidavit signed and notarized.
  - 6. Business Relationship Affidavit signed and notarized.
  - 7. A cashier's check, a certified check, or surety bond.
- D. An abstract summary of submitted Bids will be made available to all Bidders following Bid opening.

#### **5.2) BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at Owner's discretion.
- B. Bid Forms, Appendices, and enclosures which are improperly prepared may, at the discretion of the Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will be at the discretion of the Owner, invalidate the Bid.

## **Section 6**

### **BID ENCLOSURES/REQUIREMENTS**

#### **6.1) SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit if the proposal has a value greater than \$50,000.00 for a sum not less than five percent (5%) of the Bid Price/Sum submitted, as a guarantee that the successful bidder will properly execute a Contract and file performance assurance bonds within seven (7) days of the date of notification of award, as follows:
  - 1. Bid Bond or
  - 2. Certified or cashier's check.
- B. Should the successful bidder fail to enter into a Contract Agreement or to comply with the specified requirements, the bidder's check or bond will become the property of the Owner as liquidated damages, but not as penalty.
- C. Endorse the Bid Bond in the name of the Owner as obliged, signed, and sealed by the Contractor as principal and the Surety. Surety Bonds shall be issued by a surety licensed to conduct business in the State of Oklahoma and shall be accompanied by the bond agent's power-of-attorney.
- D. Endorse the certified or cashier's check in the name of the Owner.
- E. The security deposit will be returned after delivery to the Owner of the required Performance and Statutory Payment Bonds by the accepted Bidder.
- F. The security deposit will be returned after delivery to the Owner of the required Performance and Labor and Material Payment Bond(s) by the accepted Bidder.
- G. Include the cost of Bid Security in the Bid Price.
- H. After a bid has been accepted, all securities will be returned to the respective Bidders and other requested enclosures.
- I. If no contract is awarded, all security deposits will be returned.

#### **6.2) PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide Performance and Statutory Bonds in one hundred percent (100%) of the contract amount covering faithful performance of the contract, and payment of all obligations arising there-under, will be required by the Owner.
- B. Provide a Defect Bond in the amount of one hundred percent (100%) of the contract amount covering defective workmanship and materials for a period of one year after the acceptance of the project.
- C. Include the cost of performance assurance bonds in the Bid Price.
- D. Oklahoma law allows substitution of an Irrevocable Letter of Credit is included herewith. One such letter shall be required for each of the bonds noted above.
- E. The Construction Manager reserves the right to enforce or waive the surety bond requirements.

#### **6.3) BID FORM REQUIREMENTS**

- A. Complete all requested information in Section 300 of the Bidding Instructions and Forms.

#### **6.4) BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the Bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.

3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid Envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

## **Section 7**

### **OFFER ACCEPTANCE/REJECTION**

#### **7.1) DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the Bid closing date.

#### **7.2) ACCEPTANCE OF OFFER**

- A. The Owner reserves the right to accept or reject any or all bids, or to accept any bid he considers advantageous and to waive formalities and irregularities.
- B. The Owner reserves the right to disqualify bids, before and after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.
- C. The Contract will be awarded based on the lowest responsible bid.
- D. In case of a difference in written words and figures on the Bid Form, the amount stated in written words shall govern.
- E. After acceptance by the Owner, the Architect, on behalf of the Owner, will issue to the successful Bidder, a written Notice to Proceed.
- F. The time Period within which a contract will be executed following award to the successful bidder will not exceed thirty (30) days.
- G. In the event of a tie bid the coin toss method will be administered by the Construction Manager to determine the successful bidder.

**DOCUMENT 300**

**BID FORMS**

**PROJECT NAME:** Central Junior High Classroom Addition

**DATE OF BID OPENING:** \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

| PACKAGE NO. /<br>DESCRIPTION | COMPLETE DESCRIPTION AS TO SCOPE OF WORK | AMOUNT |
|------------------------------|------------------------------------------|--------|
|                              |                                          |        |

**\*\*Any proposal containing clarifications or exclusions shall not be considered.**

Base Bid: \_\_\_\_\_ (Written Words)

\$ \_\_\_\_\_ (Numeric Form)

IT IS UNDERSTOOD THE BASE BID DOES NOT INCLUDE THE COST OF THE PERFORMANCE BOND COVERING 100% OF THE CONTRACT AMOUNT. PRIOR TO AWARD, THE OWNER AND CONTRACTOR RESERVE THE RIGHT TO ADD A PERFORMANCE BOND FROM THE TRADE CONTRACT AGREEMENT. PLEASE INDICATE THE FOLLOWING INFORMATION WITH REGARDS TO YOUR PERFORMANCE BOND:

PERFORMANCE BOND RATE (%): \_\_\_\_\_

COST OF PERFORMANCE BOND (\$): \_\_\_\_\_ (Dollars)

**Alternates:**

Description of Alternate: \_\_\_\_\_

Add or Deduct: \_\_\_\_\_

**\*\*Please note that any and all items of the given package which are not specifically excluded in the bid document will be considered to be a part of the bid package.**

\_\_\_\_\_  
SIGNATURE OF BIDDING PARTY

\_\_\_\_\_  
DATE

**By initialing the line next to each item below you are acknowledging that you have included the following items:**

\_\_\_\_\_ A cashier's check, a certified check, or a surety bond if bid is \$50,000 or greater.

\_\_\_\_\_ Non-Collusion Affidavit (Signed and Notarized)

\_\_\_\_\_ Non-Kickback Affidavit (Signed and Notarized)

\_\_\_\_\_ Affidavit of Asbestos Free Materials and Construction (Signed and Notarized)

\_\_\_\_\_ Non-Sex Offender Affidavit (Signed and Notarized)

\_\_\_\_\_ Business Relations Affidavit (Signed and Notarized)

\_\_\_\_\_ Acknowledge receipt of Addenda Numbers \_ through \_ issued for bidding.

\_\_\_\_\_ Reviewed **ALL** plan sheets, plan notes, & project specifications.

**SUBMITTED BY:**

COMPANY NAME: \_\_\_\_\_

FULL PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NON-COLLUSION 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 bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other things of value for special consideration in the letting of contract.

SIGNATURE: \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **NON-KICKBACK AFFIDAVIT**

COMPANY NAME: \_\_\_\_\_

As required by Oklahoma State Statutes, Title 62, § 310.9, any contract for \$25,000.00 or more for the purchase of materials, goods, or services, must be accompanied by the signed statement described below. Please sign this statement as indicated below and return to Moore Public Schools at the address shown below.

MOORE PUBLIC SCHOOLS  
Attn: Purchasing Department  
1500 S.E. 4<sup>th</sup> Street  
Moore, OK 73160-8232

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn on oath says that this contract is true and correct. Affiant further states that the (work, services, or materials) will be (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

\_\_\_\_\_  
(Signature of contractor, supplier, engineer, or architect)

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

300-3

**NON-ASBESTOS AFFIDAVIT**

STATE OF OKLAHOMA \_\_\_\_\_)

SS)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by bidder to submit the attached bid. Affiant further states that the bidder has not included as a part of the bid and will not include in the finished construction, nor will said bidder allow any subcontractor or workman to include in the finished construction, any material which contains asbestos in any form in the amount equal to or in excess of the one percent (1%) by weight or volume.

SIGNATURE: \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission Expires:

\_\_\_\_\_

**NON-SEX OFFENDER AFFIDAVIT**

The undersigned, \_\_\_\_\_ represents that he/she is the owner or an officer of \_\_\_\_\_, who has the authority to make this declaration to Moore Public Schools, as required by Section 6-101.48 of Title 70 of the Oklahoma Statutes.

I declare that no employee on school premises during normal working hours under the authority of the above-named company or business has been convicted in the State, the United States, or another state of any sex offense subject to the sex Offenders Registration Act or is subject to other states or the federal sex offender registration provisions.

I further declare that no employee working on school premises during normal working hours under the authority of the above-named company or business has been convicted of a felony offense within the past ten (10) years in this State the United States, or another state.

I further understand that Title 57, Oklahoma Statutes, Section 589 provides as follows, to wit:

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any violation of the provisions of the subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vendor / Contractor's Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signer

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Business Relations Affidavit**

State of \_\_\_\_\_

)ss.

County of \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
(If none of the business relationships hereinabove mentioned exists, affiant should so state)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DOCUMENT 400**  
**GENERAL BID PACKAGE ITEMS**

Each Bid Package shall include, but is not necessarily limited to the following General Bid Package Items:

**Section 1-**  
**General**

- A. Subcontractor acknowledges that they have performed an onsite investigation, if desired, of the site conditions and acknowledges that all activities must be performed in close coordination with other Subcontractors. The Subcontractor shall be responsible for all means and methods for performing the work according to the contract documents, site conditions, and all applicable codes.
- B. The subcontractor shall comply with all provisions of the OMNI Construction contract, insurance, safety, and EEOC requirements.
- C. In addition to the Conditions of Specification, drawings, submittals, and Closeout Submittals the Subcontractor shall provide the following:
  - Each Submittal shall be submitted under separate coversheets indicating the specific Specification Section to which it pertains.
  - The subcontractor shall submit three (3) hard copies and one (1) digital copy of each submittal.
  - Subcontractor shall submit two (2) hard copies and one (1) digital copy of Close-out Documents.
  - a. Subcontractor shall be responsible for timely submission of all submittals, including but not limited to: shop drawings, samples, product data sheets MSDS information, and all other submittals required by the contract documents.
  - b. Miscellaneous – This contract will be provided by OMNI Construction. All warranties and guarantees are to be transferred to Owner at the completion of this project.
  - c. Subcontractor shall sequence work as directed by OMNI without exception.
  - d. All correspondence for this project shall be directed to the designated Project Manager – OMNI Construction.
  - e. Coordination – Subcontractor shall have a designated Project Superintendent who will regularly attend construction meetings as required involving this project. The Superintendent/representative attending the meeting shall have the authority and ability to make binding commitments regarding the timing of the performance of Subcontractor's work. Subcontractor, Field Project Manager or Superintendent may not be changed without mutual agreement with OMNI Construction. Subcontractors shall attend all schedule related meetings to coordinate access to work areas with the other Subcontractors, OMNI Construction and Owner work forces that are on site.
  - f. The subcontractor shall engage a qualified surveyor to establish exact points to act as working points as needed. The subcontractor shall include the cost to resurvey as needed to establish final dimensions and protect and maintain working points and survey control points from disturbance caused during construction. Construction Manager will provide two (2) Benchmarks to establish the layout.

- g. Subcontractor shall include all layout and field dimensions associated with this work.
- h. The subcontractor shall coordinate delivery of materials. Subcontractors shall provide equipment and personnel necessary to unload, stack, and store onsite. The subcontractor shall inventory all delivered items and inspect for damage or missing items. Any damaged or missing items shall be noted on the Bill of Lading. The subcontractor shall notify suppliers and arrange for replacement items to be shipped. Subcontractor shall file all damage claims with insurance carriers. Placement of staged items shall be coordinated with OMNI Construction.
- i. Subcontractor shall be responsible for any damage caused by the Subcontractor to any adjoining areas that remain.
- j. Subcontractor shall pay for all repairs to other Subcontractor's work damaged by contractor's personnel, suppliers, or subcontractors during construction.
- k. Subcontractor shall be responsible for daily clean-up to include but not limited to: Removal and/or proper storage of tools, equipment, and materials as required by the Construction Manager, disposal of scrap and waste material, and the sweeping of any dust and dirt generated by construction activities, including general foot traffic of the subcontractor. All debris will be removed from the working area and deposited in the dumpster or proper location by the subcontractor, as directed by the Construction Manager.
- l. The subcontractor is responsible for the proper backfill and testing of work put in place by the subcontractor in accordance with specification section 02200 Earthwork.
- m. Subcontractor is responsible for fire caulking and sealing of all penetrations, with an equal fire rating to that of the wall being penetrated by the subcontractor's work.

## **Section 2-**

### **Project Schedule**

Project Sequence: Bidders will be required to adhere to the project schedule, which will be provided by OMNI Construction. Work will be performed as required to meet the overall completion date.

- A. The Subcontractor agrees that it will provide adequate manpower to complete the Subcontractor's Work in accordance with the time established by the Schedule during regular working hours. The Schedule is based on a 40-hour work week. The Work Week is Monday – Friday, from 7:00 a.m. – 4:00 p.m. It shall be the Subcontractor's responsibility to meet the Schedule. Any cost associated with additional manpower and or overtime hours required to meet the schedule are the responsibility of the Subcontractor. In addition, the Subcontractor will be liable to the Construction Manager in connection with any overtime required to meet the schedule due to Subcontractor's inability to meet the schedule during regular hours, including but not limited to, additional supervision and a reasonable markup for overhead and profit.
- B. Off hour and or Overtime may be required to complete select activities as may be directed by the Construction Manager and or Owner to meet the need of the school. These activities will be scheduled in advance.

- C. It shall be the responsibility of Subcontractor to provide in writing the following information on a weekly basis, in order to update the Master Project Schedule:
- Detailed Schedule including activities, anticipate durations and man loading
  - Subcontractor's daily report shall be submitted to OMNI Project Superintendent
  - Planned crew size and man-hours by week
  - Actual crew size and man-hours expended by week
  - Planned units by week
  - Actual units installed by week
- D. Subcontractor shall provide an estimated man-loading curve for the duration of the project. This curve will be used as a guide for man loading throughout project. Subcontractor shall coordinate with OMNI Construction to refine the schedule for manpower loading and timely completion of the project. This responsibility will be ongoing as updates are required.

### **Section 3- Safety**

- 3.1 The subcontractor shall implement a safety program meeting or exceed the requirements set forth by OSHA.
- 3.2 High visibility clothing and proper PPE will be required 100% of the time for the duration of this project.

**DOCUMENT 500**  
**BID PACKAGE 19**

**BID PACKAGE 19: Tornado Resistant Coiling Doors**

**Project:** Central Junior High Classroom Addition  
**Location:** 400 N. Broadway Ave. Moore, OK 73160

---

| <b>Specification<br/>Section</b> | <b>Description</b>              |          |
|----------------------------------|---------------------------------|----------|
| Division 0                       | Bidding & Contract Documents    | Complete |
| Division 1                       | General Requirements            | Complete |
| Section 08330                    | Tornado Resistant Coiling Doors | Complete |

---

**This bid package shall include all labor, materials, equipment, services, insurances, and incidentals for the TORNADO RESISTANT COILING DOORS BID PACKAGE, including work from referenced specifications and other work normally associated with this trade.**

**The scope of work shall include all General Bid Package Items as listed in section 400 of Division 0 of the bid manual and shall also include, but not be limited to the following items:**

1. Furnish all labor, materials, and equipment necessary to complete the delivery and installation of the Tornado Resistant Coiling Doors.
2. The subcontractor is to ensure that all elevated work areas are made ready to protect all areas below and have OSHA approved fall protection for work to proceed.
3. The subcontractor is to clean their work area daily.