

Cherokee Nation
W.W. Keeler Second Story Addition and Remodel
Tahlequah, Oklahoma

Bid PACKAGE # 10C – Fire Extinguishers

SCOPE SUMMARY:

DIVISION: 0	- Procurement and Contracting Requirements	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 104413	- FIRE EXTINGUISHERS & CABINETS	Complete;

In the event of a conflict or ambiguity between the following “clarifications” to the scope of Work and the contract documents, the contract documents shall control. The following “Scope Clarifications” are intended to emphasize, amplify, and clarify the Work of this package, and do not supersede the contract documents or in any way list every item of work required by the contract documents for Work of this package.

Terminology

Contractor shall mean work package Bidder.
Construction Manager shall mean M. Ross, Inc..

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the Bid Package 10C – Fire Extinguishers for the Cherokee Nation W.W. Keeler Second Story Addition and Remodel – located at 17675 South Muskogee Avenue, Tahlequah, OK 74464, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

1. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption. No disruption to Council meetings (which should be three days a month and we will provide a calendar for these events) or meetings that Administration may have
2. Before bidding on this project, make sure that all questions are sent in writing. Thoroughly look through the plans and specifications to make sure that all materials are covered in your bid unless they are shown to be excluded in the “Scope of Work Exclusions” section
3. Provide all fire extinguishers and cabinets per plans and specifications.
4. Provide all mounting devices, screws, bolts, etc... required for proper installation and color matching to which the items that they are supporting.
5. Coordinate with installer for mounting instructions etc.
6. All freight, packing, protection, and associated cost to deliver all components, FOB jobsite.
7. All bracket mounted extinguishers as specified and indicated.
8. All extinguishers and cabinets, including markings/tagging which comply with local code and Fire Marshall’s requirements.
9. Extinguishers shall have inspection tags valid during and through warranty period.

**W.W. Keeler Second Story Addition and Remodel
Bid PACKAGE # 10C - Fire Extinguishers**

10. All submittals and samples complete as required.
11. All finishes indicated and required, complete.
12. All freight, packing, protection, and associated cost to deliver all components, FOB jobsite.

General Items:

Safety:

1. Comply with Construction Manager's Safety Policies and Insurance Requirements.
2. Submit Daily Project Reports to M. Ross, Inc. daily, while on site.
3. Participate in and submit weekly safety audits as required by the Construction Manager.
4. Hard Hats, eye protection, & high visibility vests are required at all times while on site.
5. In addition to other safety requirements required elsewhere in this bid package, this contractor shall replace or restore all safety rails, guards, fences or the like, which are temporarily removed or damaged by and for the Work of this package.

Project Coordination:

6. Provide mandatory on-site Subcontractor supervision while work is being performed.
7. If Work involves demolition of items to be salvaged and turned over to the Owner; Bidder shall remove, load, transfer and unload all salvaged items to and at locations designated by the Owner.
8. Coordinate all work with the Construction Manager to avoid delay and/or interference with other work and to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
9. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:30 am to 4:00 pm or as otherwise required per schedule or by Cherokee Nation. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation and jurisdictional authorities.
13. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited at Subcontractors Expense. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated

**W.W. Keeler Second Story Addition and Remodel
Bid PACKAGE # 10C - Fire Extinguishers**

- and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
 18. Provide and mark as applicable to the Work, all existing underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
 19. Provide all field engineering and layout from benchmarks and base building control. Benchmarks and baseline control is furnished by others. This contractor is responsible for replacement of any damaged benchmarks, base line control, or layout work of other trades/packages damaged or destroyed by the work of this subcontractor.
 20. Provide all required dewatering, pumping, bailing, squeegeing, mopping, fans, etc. necessary to keep all work areas free of water during performance of Work. All discharge shall be in accordance with EPA guidelines or other more stringent jurisdictional and/or Owner requirements. Protect all existing and new finished surfaces from rutting, dirt, debris, stain, mold and repair all damage resulting from standing or discharged water.
 21. Provide all temporary shoring and bracing that may be required for work of this package including all engineering, design and calculations stamped by a registered engineer in the State of Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
 22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
 23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or hospital disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate, and work harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated construction entrances.
 24. All work in existing building and work outside of construction zones where work is to be performed areas must be pre-scheduled through M. Ross, Inc. as specified, including a minimum 14 working days advanced scheduling (or longer if so specified). All areas outside of construction zones will remain operational and hard temporary partitions (drywall) are to be avoided and will not be installed.
 25. Provide all safety requirements including traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope.
 26. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
 27. If applicable, provide all fuel for fuel storage tanks (fuel oil, diesel, etc.) as required for all start-up, testing and commissioning for all permanent power generating equipment indicated. Upon turnover to Owner, provide full (completely filled) fuel storage containers with appropriate fuels.
 28. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

Administrative:

29. Subcontractor will be responsible for timely submission of all submittals including but not limited to:

**W.W. Keeler Second Story Addition and Remodel
Bid PACKAGE # 10C - Fire Extinguishers**

daily reports, shop drawings, licenses, certificates, permits, manifests, samples, product data sheets, MSDS information, LEED requirements and all other submittals required by Contract Documents. Note: furnish the required number of copies including electronic copies of all submittals in quantities as determined by the CM.

30. Subcontractor agrees to diligently process submittals, expedite material deliveries and to supply required manpower and resources to complete work in accordance with M. Ross, Inc.' master schedule including all individual milestone dates, Owner equipment installation dates, and Owner's completion date. If progress by Subcontractor is inadequate, M. Ross, Inc. may direct Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner.
31. Provide all mock-ups as indicated and required,
32. Provide all licenses, permits, fees, and certifications and arrange for inspections and tests as required for the work. (Coordinate all inspections and tests through Construction Manager).
33. General building permit and payment for the required fee is provided by others, however, Subcontractor except as otherwise indicated, shall provide, arrange, obtain and pay for all other required permits including trade, Infrastructure Development Process, and/or similar specialty permits required by jurisdictional authorities.
34. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances, all cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope
35. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
36. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes.
37. Provide all warranties and specialty as specified.
38. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.
39. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
40. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
41. Costs for performance and payment bonds shall be stated separately as an add to your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
42. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;
 - M. Ross, Inc. General Provisions for Subcontracts
 - Exhibit "B" Subcontract Performance and Payment Bonds
 - Exhibit "C" Subcontractors Minimum Insurance Requirements
 - Exhibit "D" of Subcontract;
 - Exhibit "E" Indemnification;

**W.W. Keeler Second Story Addition and Remodel
Bid PACKAGE # 10C - Fire Extinguishers**

Exhibit "F" Schedule

SCOPE OF WORK EXCLUSIONS:

1. Fire Cabinet Installation