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You are being invited by



From: Jon
Garde
Phone: (918)
583-6900
Fax: (918)
592-4334

ATTN:
(or Estimating Department)
Company Name:
Address:

Fax:
Phone:
Trade Codes:

MCC Clarification 001		
Title: CNE Tahlequah Casino	Location: 3307 South Seven Clans Avenue - Tahlequah, OK 74464	
Bid Due Date: March 27, 2018 02:00 PM (CT)		
Contact: Jon Garde	Phone: (918) 583-6900	Fax: (918) 592-4334
Architect:	Owner:	Bid Project Status: Open to Bid
Bid Package 01 - Mass Earthwork and Storm Drain		
<p>"MCC Clarification 001#" has been issued for the CNE Tahlequah Casino project and has been added to the SmartBid Plan Room under the "Clarification" tab.</p> <p>Revised documents:</p> <ol style="list-style-type: none">1. SCOPE BID PACKAGE 31.01 - Mass Earthwork and Storm Drain *Rev 001 March 23, 2018 *2. EXHIBIT F - Project Schedule - Mass Earthwork phase sketch with schedule constraints.		

SCOPE BID PACKAGE 31.01: – Mass Earthwork and Storm Drain * Rev 001 March 23, 2018 *****

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Scope of Work.

A1. Demolition, Mass Earthwork, and Site Grading: \$ _____

A2. Dewatering work: \$ _____

A3. Entrance and building loop access road work: \$ _____

Layout per attached Marked up Sketch of sheet C1.02a. **(BLUE)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

Base Bid paving section as follows:

- | | |
|-----------------------------------------|-----------------------------------------------------------------------------------------|
| 6-inch - Heavy Duty Concrete | – Final traffic surface |
| 2-inch – Crushed Agg Base (ODOT Type A) | – Trim high for Waste (Include 2nd Mobilization for Trim and Removal) |
| 8-inch – Crushed Agg base (ODOT Type A) | – Construction loop access road surface |
| 12-inch – Select Fill Subgrade | – Compacted Subgrade |
| Add one layer of filter fabric | – Additional moisture protection |

A4. Concrete Paving – Heavy Duty road work: \$ _____

Layout per attached Marked up Sketch of sheet C1.02a. **(ORANGE)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

Base Bid paving section as follows:

- | | |
|-----------------------------------------|-----------------------------------------------------------------------------------------|
| 6-inch - Heavy Duty Concrete | – Final traffic surface |
| 2-inch – Crushed Agg Base (ODOT Type A) | – Trim high for Waste (Include 2nd Mobilization for Trim and Removal) |
| 4-inch – Crushed Agg base (ODOT Type A) | – Construction loop access road surface |
| 12-inch – Select Fill Subgrade | – Compacted Subgrade |

A5. Asphalt Paving – Standard Duty Parking work: \$ _____

Layout per attached Marked up Sketch of sheet C1.02a. **(No Color)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

Base Bid paving section as follows:

- | | |
|-----------------------------------------|-----------------------------------------------------------------------------------------|
| 1 ½ -inch – HMAC Surface Course | – Final traffic surface |
| 2 ½ -inch – HMAC Binder Course | – Final traffic surface |
| 2-inch – Crushed Agg Base (ODOT Type A) | – Trim high for Waste (Include 2nd Mobilization for Trim and Removal) |
| 6-inch – Crushed Agg base (ODOT Type A) | – Parking subgrade |
| 12-inch – Select Fill Subgrade | – Compacted Subgrade |

A6. Erosion and Sedimentation Control (SWPPP): \$ _____

Includes all Turfs and grasses.

A7. Private Storm Sewer – Base Bid: \$ _____

TOTAL – BASE BID: \$ _____

BID ALTERNATES:

Alternates shall be inclusive of all required labor, materials and equipment in accordance with all general scope items listed in the Exhibit "A" Scope of Work:

Alternate No. 1: Lime Stabilization Subgrade @ Entrance and building loop access road work:

Layout per attached Marked up Sketch of sheet C1.02a. **(BLUE)**

Material installation shall be completed per paving subgrade requirements of the Geotechnical Report.

Base Bid paving section as follows:

- 6-inch - Heavy Duty Concrete – Final traffic surface
- 2-inch – Crushed Agg Base (ODOT Type A) – Trim high for Waste **(Include 2nd Mobilization for Trim and Removal)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

- 8-inch – Crushed Agg base (ODOT Type A) – Construction loop access road surface
- 8-inch – Lime Stabilized Subgrade – Chemically Treated Subgrade

Alternate No. 1 – NET CHANGEADD / DEDUCT \$ _____ / LS

Alternate No. 2: Lime Stabilization Subgrade @ Concrete Paving – Heavy Duty road work:

Layout per attached Marked up Sketch of sheet C1.02a. **(ORANGE)**

Material installation shall be completed per paving subgrade requirements of the Geotechnical Report.

Base Bid paving section as follows:

- 6-inch - Heavy Duty Concrete – Final traffic surface
- 2-inch – Crushed Agg Base (ODOT Type A) – Trim high for Waste **(Include 2nd Mobilization for Trim and Removal)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

- 4-inch – Crushed Agg base (ODOT Type A) – Construction loop access road surface
- 8-inch – Lime Stabilized Subgrade – Chemically Treated Subgrade

Alternate No. 2 – NET CHANGEADD / DEDUCT \$ _____ / LS

Alternate No. 3: Lime Stabilization Subgrade @ Asphalt Paving – Standard Duty Parking work:

Layout per attached Marked up Sketch of sheet C1.02a. **(No Color)**

Material installation shall be completed per paving subgrade requirements of the Geotechnical Report.

Base Bid paving section as follows:

- 1 ½ -inch – HMAC Surface Course – Final traffic surface
- 2 ½ -inch – HMAC Binder Course – Final traffic surface
- 2-inch – Crushed Agg Base (ODOT Type A) – Trim high for Waste **(Include 2nd Mobilization for Trim and Removal)**

This subcontractor to adjust the permanent parking lot and road finish grades to accommodate adding 2" of temporary stone base course for construction parking / laydown areas.

- 6-inch – Crushed Agg base (ODOT Type A) – Parking subgrade
- 8-inch – Lime Stabilized Subgrade – Chemically Treated Subgrade

Alternate No. 3 – NET CHANGEADD / DEDUCT \$ _____ / LS

UNIT PRICING:

UP-001: Provide additional imported select fill including delivery and compaction in-place: \$ _____ / CY

UP-002: Over excavate, remove, haul off and legally dispose, replace sub grade with approved materials, scarify, moisture condition and compact in accordance with specification and Geotechnical Engineering for any inadequate sub-grade surfaces: \$ _____ / CY

UP-003: Provide aggregate base in-place for all adjustments including delivery and compaction in-place: \$ _____ / CY
Crushed aggregate base (ODOT Type A)

UP-004: Remove and haul of rock as defined by the Geotechnical Engineering Report. \$ _____ / CY
In place bank cubic yards

UP-005: - Provide the following Unit Rates to be used during the project for any Additional Changes, Scope Changes or Time and Material Work. Rates Shall be guaranteed through March 31, 2019 and shall include all required tools/equipment (Valued < \$5,000). Transportation, jobsite trucks, burden and any other required items including and travel or per diem. (The time and material unit prices include all applicable payroll taxes, burden, benefits, overhead, markup and fuel.)

Classification	Straight Time (\$Hour)	Overtime (\$Hour)
Operator		
Labor – Foreman		
Labor – Journeyman		
Labor- Apprentice		
Equipment – Bobcat or Skid Steer with operator		
Equipment – Small Excavator < 2500 lbs with operator		
Equipment - Medium Excavator between 2,500 lbs and 4,500 lbs with operator		
Equipment – Large Excavator > 4,500 lbs with operator		
Equipment – Medium Bull Dozer with operator		
Equipment – Large Bull Dozer with operator		

Other Comments:

Contact Name: _____

Address: _____

Phone/Fax: _____

Email: _____

Signature: _____

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Any and all exceptions/comments to these documents must be attached to this proposal. Comments or requested revisions to these documents will not be accepted after this proposal date.

TERO bidders must supply a copy of TERO Certificate, front of back

Initial:

Non-Collusion Affidavit

Initial:

Business Relationship Affidavit

Initial:

Acknowledge all scope of work items listed under scope of work (See Exhibit A)

Initial:

Acknowledge Exhibits B, C, D, E, F, G, H

Initial:

Addenda Included

#'s:

MCC Clarifications Included

#'s:

Acknowledge and agree to Foreman Manhattan Standard Subcontract Agreement/Special Terms and Conditions as per Exhibit E

Initial:

Acknowledge and agree to Manhattan General Provisions as Included in the Bid Documents

Initial:

SCHEDULE/EXPEDITING/SUBMITTALS

Foreman Manhattan Construction Target Schedule is attached. Please verify supplier is able to meet Foreman Manhattan required installation dates.

Initial:

Sales Tax

All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. The Cherokee Nation is exempt from Oklahoma State Sales Tax and Federal Excise Tax under authority of § Okla. Stat. Supp. 1994 Section 1356. Bidder is to include and pay all other applicable sales tax and use taxes as required. Applications for payment shall be broken down as required by the Owner or Construction Manager.

Specific Project Requirements for the process, approval, and payment of Owner-Direct Payment Items (ODPI) are identified in section 00 60 09:

EXHIBIT "G" Tax Exempt / Owner Direct Paid Invoice (ODPI) Payment Process

Tribal Employment Rights Office.

SUBCONTRACTOR IS TO COMPLY WITH ALL CHEROKEE NATION, TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO), NATIONAL INDIAN GAMING ASSOCIATION (NIGA), AND ALL BUREAU OF INDIAN AFFAIR'S (BIA) RULES, REGULATIONS, AND LICENSING REQUIREMENTS INCLUDING ALL FEES AND ASSESSMENTS, ASSESSMENT, APPLICABLE TO THIS PROJECT.

11.1.1 - TERO document "An Act" Legislative Act 01-14 dated February 10, 2014.
This Document is ACT AMENDING LA 30-12, "CHEROKEE NATION EMPLOYMENT RIGHTS ACT"

11.1.2 - Subcontractors are to EXCLUDE the cost for Section; Title 40, § 1011; T.
To assess an Employee Rights Fee of one-half (1/2) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.

11.1.3 - The Work Permits paragraph of the Tribal Employment Rights Office (TERO) Project Labor Agreement - Master Agreement LA 01-14 states: No person who is not a member of a federally recognized tribe shall be employed by a covered employer until he or she has obtained a work permit from the TERO at a cost of twenty-five dollars (\$25) per day, per permit. Subcontractors are to INCLUDE in their proposed price for the work, all costs associated with the twenty-five (\$25) per day work permit for every non-Indian individual employed on this project.

Performance and Payment Bond Requirements: (Subcontractor contracts Only)

Costs for performance and payment bonds **shall be included in your base bid and any applicable alternates or unit prices.** All exterior envelope Bid Packages (Trades) will be required to bond. In addition, all base bids, combination base Bid and including all alternates of \$100,000 or above will require Performance and Payment Bond equal to one hundred percent (100%) of the contract amount. Reference Section 00 60 04 – Exhibit B of the C.M. Bid Manual.

No obligation shall be incurred by the Owner or Foreman Manhattan Construction Company to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Foreman Manhattan Construction Company and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan's Construction Manager's Bid Manual	Complete
DIVISION 00 – Procurement and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
Section 31 2000 – Earthwork	Complete
Section 31 2319 – Dewatering	Complete
Section 31 2500 – Erosion and Sedimentation Control	Complete
Section 31 5000 – Drilled Concrete Piers and Shafts	As Applicable
DIVISION 32 – SITE IMPROVEMENTSs	As Applicable
Section 32 9200 – Turf and Grasses	Complete
DIVISION 33 – UTILITIES	As Applicable
Section 33 5100 – Private Storm Sewer	Complete

Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated March 4, 2016	As Applicable

Terminology:
Contractor and/or Subcontractor shall mean Scope Package Bidder.
Construction Manager (CM) shall mean Foreman Manhattan Construction Company.

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide **Earthwork and Storm Sewer work at the CNE Tahlequah Casino Project**, Tahlequah, Arrow, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract 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. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. 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 appurtenances necessary to complete the Work”.)** Subcontractor has familiarized himself with the documents and has included those items of work shown and noted on the documents and all other equipment, devices and components that are not shown or noted, but required to provide a complete, functional and working system that is in compliance with all Federal, state and local codes.

1. If any directive in this scope package conflicts with directives found in plans or specifications (E.G. “by GC” notes) or similar scope direction on plans or specifications, this scope shall govern.
2. This bid package is intended to be all inclusive of labor, material, and equipment required for the site demolition, mass excavation / earthwork, and stone base course as required by the contract documents for a complete project.

SITE DEMOLITION

3. Provide all site demolition and removal from site of any existing concrete structures, slab on grade, foundations, existing retaining walls, asphalt paving, concrete paving, curb & gutters, gravel driveways, concrete sidewalks, concrete pads, concrete vaults, as required in the contact documents.
4. Provide all saw cutting of the work as required.
5. Provide all removal of all underground utilities as indicated on the contract documents including Storm drainage, Sanitary Sewer, Domestic Water, Fire Loop, Fire Service and vaults, boxes, inlets, manholes and appurtenances that may have been abandoned and disconnected from use. Remove and lawfully dispose all existing Sanitary, Water, Gas, and Storm Systems including all structures and appurtenances as indicated and required. Remove, deliver to Owner all drainage grates to be salvaged.
6. Provide shut-down, safe-off, capping, temporary caps or plugs as required for demolition work.
7. Contractor shall be cognizant and recognize that various utilities, mechanical, plumbing, high and low voltage electrical and communication services will be required to be maintained operational during construction of the project in this same area, and contractor shall include all protection, barriers, partitions, etc.; provide all hand, loading and removal of waste debris and import of new materials as required so as to maintain operation of all existing components to remain, during and until new construction is complete.
8. Disposal of all hazardous waste and demolition debris shall be in licensed sanitary landfills. Contractor shall keep and submit to the Construction Manager the following work day, a copy of the previous days manifest and all dump receipts corresponding to each manifest.
9. Provide all patching of existing concrete / asphalt damaged during construction.
10. Provide all required permits and pay required fees for all Municipal and jurisdictions having authority including for demolition, hazardous waste removal, and waste and debris disposal.

MASS EARTHWORK AND SITE GRADING

11. ***** Strip topsoil as required by the Geotechnical Engineering Report and adequately stockpile only the topsoil required to establish final grades for the turf area indicated on the contract documents. Stockpile location to be coordinated with Construction Manager prior to commencement. All excess topsoil that has been stripped shall be hauled and removed from this project site.**
12. Remove as required by the Geotechnical Engineering Report and lawfully dispose all unsuitable and/or waste materials from site upon completion and at the direction of the Construction Manager. This includes the undercutting of Higher Plasticity Soils as required by the Geotechnical Engineering Report.
13. This subcontractor to provide as-built survey of existing site outlining all existing contours / finish grades and provide the as-built survey to Foreman Manhattan designated representative documenting existing conditions and any variances prior to starting any earthwork operations at the site.
14. Provide onsite water truck to mitigate all blowing dust and earthwork operations.
15. Coordinate building sub-grade preparation with applicable engineer and associated Geotechnical Engineering report for soil material testing requirements. The cost of re-testing to confirm suitable materials shall be paid by this subcontractor.
16. Proof roll, remove soft materials and replace, compact, test, scarify, moisture condition and re-compact as required all sub-grade under buildings in accordance with Geotechnical Engineering and per contract documents. \
17. ***** Provide all on-site, building, and related earthwork and grading including cuts, undercuts, scarifying, proof rolling, import, materials, stabilization, hauling and disposal, fills, backfilling, compaction and finish grading. Perform all earthwork in accordance with identified grade contours, within indicated tolerances as indicated on the contract documents. Further, perform all site earthwork in accordance with and as required by the Geotechnical Engineering Report. The building pad shall have a top layer of 6-inch crushed limestone (ODOT Type “A” aggregate base) that will be in addition to the Free Draining Granular stone for the Concrete S.O.G. (6-inch depth of Free Draining Granular Fill is provided by Building Concrete Subcontractor. The thickness of the Concrete S.O.G. is 6-inch and is provided by the Building Concrete Subcontractor.**

18. Provide all earthwork including excavating, filling and backfill, compaction, materials and accessories, both machine and handwork from existing grade to: A) +/- 1/10 ft of required sub-grade elevations for all concrete building slabs, and B) to +/- 1/10th ft of all required sub-grade and/or finish grade elevations for all other scopes of work.
19. Provide all hand backfill, compaction and required grading against structures, walls, curbs, curb and gutter, sidewalks, all structures, all paving and miscellaneous items, as required.
20. Provide all pavement sub-grades including stabilized/select materials at depths indicated in accordance with specifications, plan notes, details, and Geotechnical Engineering. Extend stabilized sub-grade beyond pavements as required for incorporation of required curb and gutter.
21. Excavate or fill, proof roll, compact and grade all pavement, roads, parking areas, and dock areas sub-grade including select materials, chemical stabilizations at depths indicated, crushed limestone (ODOT Type "A" aggregate base) at depths indicated, to required sub-grade elevations, and in accordance with specifications, plan notes, details, and Geotechnical Engineering Report. Extend stabilized subgrade beyond pavements as required for incorporation of required curb and gutter. **Aggregate Base shall be blue topped to +/- 1/2 of 1-inch balanced to zero.**
22. Excavate or fill, proof roll, compact and grade all pavement, roads, parking areas, and dock areas sub-grade including select materials, Chemical stabilization at depths indicated, to required sub-grade elevations, and in accordance with specifications, plan notes, details, and Geotechnical Engineering Report. Extend stabilized subgrade beyond pavements as required for incorporation of required curb and gutter.
23. Excavate or fill, proof roll, compact and grade all concrete sidewalk areas as indicated. Grade, compact and fine grade all sidewalk areas to subgrade elevations with acceptable compacted existing (on site) or engineered fill, for placement of sand cushion course. (sand cushion by others.)
24. Provide all topsoil (replace acceptable stockpiled material or import as necessary) to depths and required finish grades including topsoil for work on Public Right of Way and/or County property. Rework, compact and re-grade sub-grade prior to topsoil placement if rutted or otherwise unacceptable. Provide topsoil including all handwork along back of curbs, sidewalks and paving, in planters, against structures and at all disturbed areas.
25. Open excavations shall be barricaded and protected using approved railing at all times as required by OSHA and all authorities having jurisdiction.
26. This scope shall have a competent person onsite during all excavations. Documentation shall be provided prior to start of work.

DEWATERING WORK

27. Contractor is responsible for all related pumping, bailing, discharge and maintenance thereof including temporary drainage requirements for control of run-off and the prevention of ponding and repair to resulting damaged sub-grades.

EROSION AND SEDIMENTATION CONTROL (SWPPP)

28. Provide and maintain Stabilized Construction Entrance(s) as required by the contract documents. Remove and lawfully dispose of all material when required for site finishing at the direction of the Construction Manager.
 - a. This Subcontractor shall provide, install, maintain and repair all erosion control measures as required by the erosion control plan or Authorities Having Jurisdiction (includes all silt fence, silt dike barriers, straw wattles, ditch liners, hay bales, inlet barriers, rock bags, sedimentation traps, etc.). This Subcontractor shall be responsible for daily routine maintenance, inspecting, monitoring, and maintaining continuous erosion control measures during the performance of the Project. Inspections, reports, and maintenance shall occur daily or as conditions warrant until such time as proper vegetation is re-established or this Subcontract is complete. Include curb inlet settlement traps per detail 06/C9.00a and culvert sediment barriers per detail 05/C9.00a.
 - b. Additionally, provide all monitoring and reporting per jurisdictional "Storm Water Pollution Prevention Plan" requirements, in conformance with best practice, the jurisdictional entities, and as directed by CM during duration of this Subcontractor's work. SWPPP documents shall be kept in the Foreman Manhattan Designated Representative office.
29. Subcontractor shall include general cleanup of debris created by work scope, as directed. Trash shall be deposited in project dumpsters provided by others.
 - a. All waste generated other than from general clean-up debris, shall be removed from site and legally disposed and not deposited into project dumpsters described above.
30. Provide all Turf and Grasses per Section 32 9200 as indicated, noted and, specified.
31. Provide all Turf and Grasses maintenance including watering, fertilizing, post-fertilization, weed/insect control, mowing, edging, trimming, pruning, stake/guy monitoring and adjustment, removal of damaged, diseased, or dead including their replacements and replanting, etc. as called for in the contract documents.
32. In accordance with local jurisdictions and to the satisfaction of the Foreman Manhattan Designated Representative, provide as on a regular basis, all required street cleaning during the course of operation of this scope of work,
 - a. Clean streets as required such that roadways remain clean at all times without creation of mud / dust during street cleaning operations. Provide all required labor and equipment to adequately clean streets.
 - b. Provide street sweeper as required for the performance of this subcontractor's work both on site and at remote disposal areas.

PRIVATE STORM SEWER

33. Provide site Storm Water systems, complete.
34. Provide all Storm Sewer Systems as required by Division 33. The work associated with this item is to include, but is not limited to, the following:
 - a. All pipe, borings and sleeves, fittings, valves, and associated accessories for storm lines.
 - b. All connections to utility services and connection(s) to existing lines.
 - c. All taps and connections not provided by utility agencies or as part of permits and fees.

- d. Provide all structures, concrete channels, trickle channels, rip rap, ditches, concrete ditches, slot drains, manholes, junction boxes, inlets, trench and area drains, area inlets and drains, catch and drain basins, frames and grates, clean-outs, end sections, culverts, culvert extensions, headwalls, outfalls, end treatments, reducers, truck wells, tees, appurtenances, etc. in accordance with the contract documents.
 - e. Provide any and all required Footings and/or Leveling Pads for Structures included in this scope of work.
 - f. All concrete associated with this scope of work. Provide any and all thrust blocks as required for this scope of work.
 - g. All concrete aprons and/or collars used as a transition from concrete and asphaltic pavement to manholes, vaults, boxes, cleanouts, area inlets, and curb inlets provided by this utility system.
 - h. Provide all granular/aggregate backfill required at trenches under concrete paving, curb & gutter, and sidewalks as indicated on the contract documents.
 - i. Remove and increase in size all storm piping called out as noted by the Contract Documents.
 - j. Contractor to verify size of existing structure(s) as called out in the Construction Documents.
 - k. Grout bottom of existing curb inlets to raise the flow line (if required) as required in the Construction Documents.
 - l. Adjust existing manhole lids to grade as required by the Contract Documents.
35. Provide all Excavation Support and Protection Section 31 5000 as indicated, noted and, specified.
36. Cap, plug, etc. all existing pipe and appurtenances for all services to be removed or abandoned, both in mass earthwork or as identified and required. This contractor shall cut, cap, plug, etc. all existing pipe, storm inlets, structures, and appurtenances for as a condition of work and only upon completion of new systems. Coordinate removals with Construction Manager.
37. Adjust all existing utility structures (vaults, valve boxes, manholes, junction boxes, clean-outs, inlets (both area and curb) to match new finish grade contours.
38. All utility work shall comply with all City of Tahlequah, Utility Companies and/or other authorities having jurisdictional complete including all required appurtenances, structures and apparatus. Clear, grub and remove all vegetation and trees including any stump and root removal. All vegetation/waste material to be removed and lawfully disposed offsite.

GENERAL ITEMS

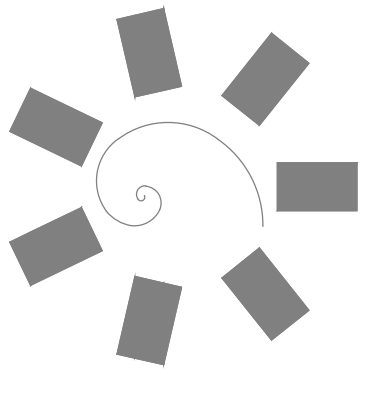
39. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
40. Provide all shop drawings, product data, sample and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, coordination drawings, and product submittals for architect approval as required to properly coordinate the work included in this Subcontract with other trades. Include costs for revising and resubmitting shop/ coordination drawings as needed.
41. Subcontractor will assist Foreman Manhattan with providing material quantities and cost breakdowns as required for the Owner's and Foreman Manhattan's budget requirements. All breakouts specified in this subcontract will be used for accounting purposes and tracking only.
42. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
43. Provide all field engineering and layout from benchmarks and base building control (benchmarks and baseline control is furnished by others). This Subcontractor 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 work package.
44. Provide all required pedestrian protection, traffic control and protection including flagman, barricades, signage, etc. as required for the work, and as may be required for protection for equipment access, deliveries and loading.
45. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
46. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
47. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the Foreman Manhattan designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.
48. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
49. ***** Revise paragraph 1.2.3 of section 00 60 02A Manhattan General Provisions as contained in the Construction Manager's Bid manual as follows:**
Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any changes to the work directly for Owner or any of its tenants, or deal directly with Owner's representatives with respect to the work and/or changes to the work, in connection with the Project, unless approved in writing by Foreman Manhattan. Foreman Manhattan understands that the Owner and specifically TERO shall communicate directly with the subcontractor to maintain a spirit of cooperation and also to utilize the TERO Job Bank to the fullest extent giving first hire priority rights to Cherokee Citizens.
50. ***** The Owner requirements for funding for work in progress is to provide payment less retainage of ten percent (10%), which shall be withheld and paid, without interest, upon final completion of the entire project.**
51. ***** Subcontractors can ask for and receive electronic CAD Dwg files to assist in the quantity survey process to establish the Subcontractors proposed estimate. (Note CNE contact information in paragraph 12 of the Instruction to Bidders section 00 21 13.**

52. The terms and conditions contained in the following documents including General Provisions, Article 2.5, "Indemnification" as included within the contract documents; are incorporated herein by reference as if fully written out;
- Foreman Manhattan General Provisions 2012
 - Exhibit A – (Scope of Work)
 - Exhibit B – (Bond Forms)
 - Exhibit C – (Insurance Requirements / Sample)
 - Exhibit D – (Contract Documents)
 - Exhibit E – (Special Conditions)
 - Exhibit F – (Project Schedule)
 - Exhibit G – Tax Exempt – O.D.P.I.
 - Exhibit H – (Foreman Manhattan Additional Safety Requirements)

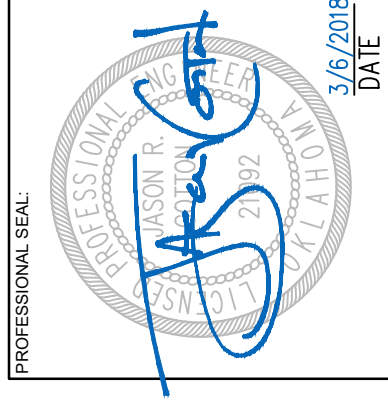
SCOPE OF WORK EXCLUSIONS:

The following items are excluded from this Subcontract:

1. Owner supplied testing.
2. *** **The Free Draining Granular stone for the Concrete S.O.G. (6-inch depth of Free Draining Granular Fill is provided by Building Concrete Subcontractor.) The thickness of the Concrete S.O.G. is 6-inch and is provided by the Building Concrete Subcontractor.**
3. Asphaltic Concrete pavement.
4. Concrete Paving.
5. Concrete Curb & Gutter.
6. Concrete Sidewalks.
7. Sand Cushion for Concrete sidewalks.
8. All exterior downspout collector underground piping as per the contract documents.



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CHEROKEE NATION ENTERTAINMENT
TAHLEQUAH CASINO
TAHLEQUAH, OKLAHOMA

PROJECT PHASE
BID PACKAGE 01

#	DATE	REVISIONS	DESCRIPTION

DATE: **03/06/18**
JOB NUMBER: **17-06**
SHEET NUMBER: **C1.02a**
CIVIL SITE PLAN

CIVIL LEGEND

- INSTALL 8-IN COURSE TYPE A AGGREGATE BASE PER SECTION 31 2000 OF THE PROJECT SPECIFICATIONS. MATERIAL INSTALLATION SHALL BE COMPLETED PER PAVING SUBGRADE REQUIREMENTS OF GEO TECHNICAL REPORT.
- ACTIVE CONSTRUCTION AREA ANTICIPATED TO REMAIN OPEN TO TRAFFIC. TEMPORARY STABILIZATION SHALL BE INSTALLED ONLY AS REQUIRED TO ENSURE CONFORMANCE WITH 2017 CONSTRUCTION GENERAL PERMIT (CGP) AND/OR EPA INSPECTOR REQUIREMENTS. SEE SECTION 22.114 OF CGP FOR ADDITIONAL DETAIL AND INFORMATION.
- PORTION OF SITE ANTICIPATED TO BECOME INACTIVE FOLLOWING END OF EARTHWORK ACTIVITIES. CONTRACTOR SHALL TEMPORARILY STABILIZE ROUGH GRADED AREA VIA STRAW MULCH OR OTHER TEMPORARY VEGETATIVE STABILIZATION MEASURE. 14-CALENDAR DAYS OF TEMPORARY OR PERMANENT CESSATION OF WORK IN AREA PER SECTION 22.14 OF THE CGP. CONTRACTOR TO PROVIDE SUBMITTAL OF TEMPORARY STABILIZATION PRODUCT(S) FOR REVIEW AND APPROVAL OF ENGINEER PRIOR TO PROCUREMENT AND INSTALLATION.

SCHEDULE FOR ROUGH GRADING ACTIVITIES

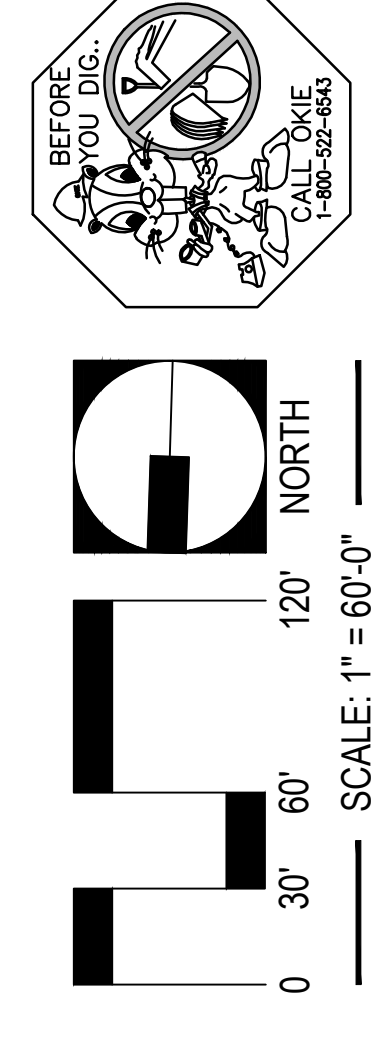
Activity ID	Activity Name	Org Dur	Rem Dur	Start	Finish
INITIAL SITE					
CS-1012	Mobilize	1	1	09-Apr-18	09-Apr-18
CS-1013	Install SWPPP	3	3	10-Apr-18	12-Apr-18
CS-1014	Clear-Grub-Undercut	5	5	12-Apr-18	18-Apr-18
CS-1010	Construct Building Pad and Loop Road (Phase 1)	15	15	19-Apr-18	09-May-18
CS-1015	Remaining Rough Grade (Phase 2)	20	20	10-May-18	07-Jun-18

ALL AREA INSIDE DASHED EXCLUDING BLUE IS CONSIDERED PHASE 2.

**ORANGE
A4: CONCRETE PAVING -
HEAVY DUTY ROAD WORK**

**NO COLOR
A5: ASPHALT PAVING -
STANDARD DUTY PAVING
WORK**

**BLUE:
A3: ENTRANCE AND
BUILDING LOOP ACCESS
ROAD WORK (Phase 1 per
Schedule)**



UTILITY WARNING
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

