

CM CLARIFICATION #012
PROJECT: CNE Tahlequah Casino

July 16, 2018

Foreman Manhattan Team has added and/or revised the following CM Manual documents for review and inclusion by all contractors within their Scope Package Proposal:

1. 00 01 10 TABLE OF CONTENTS:

- a. Table of Contents revised to include revised list of Bid Packages

2. 00 50 00 – The following Scope Bid Packages (Bid Forms) have been revised and re-issued with this CM Clarification #012:

- a. 06.01 REV 1 Basic Millwork
- b. 06.02 REV 1 Theming Millwork
- c. 07.03 REV 1 Waterproofing and Damp Proofing
- d. 08.03 REV 1 Hollow Metal Doors and Hardware
- e. 09.02 REV 1 Painting and Wall Finishes
- f. 09.03 REV 1 Flooring
- g. 09.04 REV 1 Resinous Flooring
- h. 09.05 REV 1 Access Flooring
- i. 10.02 REV 1 Awnings
- j. 10.03 REV 1 Wall and Corner Guards
- k. 10.04 REV 1 Toilet Partitions and Bath Accessories
- l. 10.05 REV 1 Fire Extinguishers
- m. 10.06 REV 1 Lockers
- n. 10.07 REV 1 Flag Poles
- o. 32.01 Asphalt Paving (New Bid Package)
- p. 32.02 Site Concrete (New Bid Package)
- q. 32.03 Pavement Markings (New Bid Package)

3. 00 61 05 Exhibit D – Document Listing

- a. Revised to include current CM Clarification(s) and Addenda

(Documents attached to this CM Clarification)

Please Contact **Tina Jones, Buyer IV** with any questions:

Tina Jones

(918) 384-7802

Tina.Jones@cnet.com

- END OF CM CLARIFICATION -

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00 0110 TABLE OF CONTENTS

BIDDING REQUIRMENTS

00 21 13 INSTRUCTIONS TO BIDDERS

00 35 00 BID DOCUMENTS TO BE SUBMITTED WITH BID

00 35 00 REPRESENTATIONS AND CERITIFICATIONS

00 35 19 NON-COLLUSION AFFIDAVIT
00 35 21 BUSINESS RELATIONSHIP AFFIDAVIT
00 35 50 TERO – LEGISLATIVE ACT 01-14
00 35 55 TERO – GENERAL PROVISIONS
00 35 56 TERO – PROJECT LABOR AGREEMENT (Sample)
00 35 57 TERO – CORE CREW LIST (Sample)
00 35 58 TERO – PROJECT LABOR FEES (Sample)
00 35 59 TERO – Sign In Log (Sample)
00 35 80 CODE OF CONDUCT FOR CNE JOBSITES

00 45 00 PRE-QUALIFICATION REQUIREMENTS

00 45 13A PREQUALIFICATION INSTRUCTIONS
00 45 13B FORM 2 - PREQUALIFICATION FORM
00 45 13C FORM 4 - SAMPLE SURETY COMMITMENT LETTER
00 45 13E W-9 FORM
00 45 13F INSURANCE REQUIREMENTS

BID FORMS, BID PACKAGE LIST AND BID PACKAGES

00 50 00 BID PACKAGES

06.01 REV 1 Basic Millwork
06.02 REV 1 Theming Millwork Package
07.03 REV 1 Waterproofing and Damp Proofing

08.03 REV 1 Hollow Metal Doors and Hardware Package

09.02 REV 1 Painting and Wall Finishes
09.03 REV 1 Floor Finishing
09.04 REV 1 Resinous Flooring
09.05 REV 1 Access Flooring

10.02 REV 1 Awnings
10.03 REV 1 Wall and Corner Guards
10.04 REV 1 Toilet Partitions and Bath Accessories
10.05 REV 1 Fire Extinguishers
10.06 REV 1 Lockers
10.07 REV 1 Flag Poles

12.03 Food Service	By Owner
26.03 Structured Cabling – Backbone	By Owner
27.01 Voice – Data – Gaming Data Communications	By Owner
27.02 Audio – Visual Systems	By Owner
27.03 Access Control management Systems	By Owner
27.04 Electronic Surveillance	By Owner

32.01 Asphalt Paving (New with CM Clarification #12)
 32.02 Site Concrete (New with CM Clarification #12)

32.04 Fence and Gates	Design Pending
32.05 Landscape and Irrigation	Design Pending

00 60 00

SUBCONTRACT FORMS

00 60 01	SUBCONTRACT AGREEMENT
00 60 02A	MANHATTAN GENERAL PROVISIONS
00 60 02B	OKLAHOMA RIDER
00 60 03	EXHIBIT A – Scope of Work
00 60 04	EXHIBIT B – Subcontractor Performance and Payment Bonds
00 60 05	EXHIBIT C – Insurance
00 60 06	EXHIBIT D – Documents Listing REV 1
00 60 07	EXHIBIT E – Special Conditions
00 60 08	EXHIBIT F – Schedule
00 60 09	EXHIBIT G – Tax Exempt – O.D.P.I.
00 60 10	EXHIBIT H – Manhattan Additional Safety Requirements

00 61 00

PURCHASE ORDER FORMS

00 61 01	P.O. AGREEMENT
00 61 02	EXHIBIT A – PO Scope of Work
00 61 03	EXHIBIT B – Supplier Contract Bond
00 61 04	EXHIBIT C - Insurance
00 61 04A	EXHIBIT C - Insurance Sample
00 61 05	EXHIBIT D – Document Listing - - (See 00 60 06 Exhibit D)
00 61 07	EXHIBIT F – Schedule - - (See 00 60 08 Exhibit F)
00 61 08	EXHIBIT G – Tax Exempt – O.D.P.I.
00 61 09	EXHIBIT H – Manhattan Additional Safety Requirements
00 61 10	EXHIBIT I – Indemnification

00 70 00

CONTRACT MANAGER CONTRACT REQUIREMENTS

00 70 19	PROJECT SPECIFIC SAFETY PROGRAM
00 70 20	OPERATION ZERO STATEMENT
00 70 30	CM PAYMENT PROCEDURES
00 70 50	CM SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

BID PACKAGE – CNE Tahlequah Casino: SCOPE PACKAGE 06.01 REV 1 – Basic Millwork

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.

BASE BID – Basic Millwork: \$ _____

BID ALTERNATES: (none)

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
06 2000 – Finish Carpentry	Complete
06 4100 – Architectural Wood Casework	Complete
06 8300 – High Pressure Decorative Laminates	Complete
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
06 6100 – Simulated Stone Fabrication	As Applicable
06 8300 – High Pressure Decorative Laminates, Plastic Panels, Metal Panels, & Laminated Panels	Complete (per Scope)
DIVISION 9 – FINISHES	As Applicable

Terminology:

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

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 the **Basic Millwork at the CNE Tahlequah Casino**, Tahlequah, 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. Provide architectural woodwork, millwork, casework, countertops and special countertops as required by the contract documents, in restrooms and back-of-house areas. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. **Provide millwork in the following rooms: 39 Count, 40 Vault, 41 Main Cage, 42 Drop and Issue, 47 Shift Manager, 49 Viewing, 50 CSA, 51 Surveillance, 55 Surveillance Manager, 56 Security Office, 57 L&F, 58 STO, 65 Key, 66 Holding, 67 Slot Maintenance**
3. Provide all wood and plastic laminate cabinets, including base cabinets, wall cabinets, full height cabinets, etc., complete.
4. Provide all countertops, counters, and transaction tops including back, end, and side splashes (Full height and partial), as indicated, specified and as required including but not limited to plastic laminate, quartz, granite, stone, or solid surface tops.
5. Provide all metal bands and trim on millwork as required.
6. Provide all plastic laminate, solid surface, stone and similar finish items with the color and pattern specified.
7. Provide any adjustable shelving including all standards and brackets as specified, indicated and required.
8. Provide all grommets for openings as indicated, as located by the Owner on the shop drawings, and as needed after casework installation.

9. Provide all millwork hardware, pulls, hinges, glides, sliders, rails, brackets, stops, trim strips, locks, latches, cam locks, tabs, tight-joints, bullet catches, wire management raceways, shelf standards, etc. as required for a complete millwork package
10. Provide all plumbing and electrical cut-outs, (i.e. sinks, fixtures, outlets, switches, etc.) as indicated, specified and required. Coordinate all countertop penetrations with associated trades.
11. All sides of drawers and drawer edges shall receive plastic laminate. Additionally, all cabinet doors shall receive plastic laminate on the interior and exterior face as well as edge bands.
12. Provide all wood framing and blocking, including base and wall blocking, and surface mounted wall furring strips, etc. which are required for complete installation (Note: All in-wall backup blocking is by others).
13. Provide all wood finishes, wood paneling, wood casing, standing & running trim, acrylic panels and themed millwork as required by the Contract Documents.
14. Provide all staining or sealing of all items included in this package. All items to be factory stained or finished if possible.
15. Provide any backing noted as required by millwork contractor.
16. Provide all wood door casings.
17. Provide all millwork cosmetic caulking to adjacent finishes.
18. Provide detailed on-site blocking layout prior to drywall installation for in-wall blocking & backing installation by others.
19. Provide protection of adjacent surfaces and finishes.
20. Provide any solid surface window sills, if required.
21. Any steel structure to support millwork or countertops
22. All countertop supports of all types
23. Comply with all applicable Finish Notes.
24. 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. Provide shop drawing showing locations, elevations and details of the required in-wall blocking.
25. All bidders shall include cleanup of all debris created by the work of their scope as directed.
26. Provide temporary fire extinguishers for equipment on-site and during welding operations per OSHA requirements.
27. Contractor shall pay special attention to site logistics plan when planning deliveries. Site access and truck maneuverability is limited.

GENERAL ITEMS

28. 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.
29. 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.
30. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
31. 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.
32. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
33. 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.
34. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
35. **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.
36. **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.**

37. 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. Millwork in rooms other than identified in Item 2.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$_____ > Savings
Description:

2. < \$_____ > Savings
Description:

3. < \$_____ > Savings
Description:

4. < \$_____ > Savings
Description:

5. < \$_____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino: SCOPE PACKAGE 06.02 REV 1 – Theming Millwork

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.

BASE BID – Theming Millwork: \$ _____

BID ALTERNATES:

Alternate No. 1: Additional Ceiling Elements (Ref Attached Sketch)

Provide linear ceiling elements identified as Theming Millwork Ceiling Alternate 1 on North end of casino.

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

Alternate No. 2: Weaving Ceiling Elements (Ref Attached Sketch)

Provide linear ceiling elements identified as Theming Millwork Ceiling Alternate 2 on South end of casino.

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

Alternate No. 3: Additional Ceiling Elements (Ref Attached Sketch)

Provide linear ceiling elements identified as Theming Millwork Ceiling Alternate 3 on South end of casino.

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

Alternate No. 4: Backlit Letter Signage

Provide and install all backlit letter signage in casino, Complete. Including but not limited to “CASHIER”, “REWARDS”, “BEVERAGES”, “W”, & “M”

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

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	<input type="text" value="Initial:"/>
Non-Collusion Affidavit	<input type="text" value="Initial:"/>
Business Relationship Affidavit	<input type="text" value="Initial:"/>
Acknowledge all scope of work items listed under scope of work (See Exhibit A)	<input type="text" value="Initial:"/>
Acknowledge Exhibits B, C, D, E, F, G, H	<input type="text" value="Initial:"/>
Addenda Included	<input type="text" value="#s:"/>
MCC Clarifications Included	<input type="text" value="#s:"/>
Acknowledge and agree to Foreman Manhattan Standard Subcontract Agreement/Special Terms and Conditions as per Exhibit E	<input type="text" value="Initial:"/>
Acknowledge and agree to Manhattan General Provisions as Included in the Bid Documents	<input type="text" value="Initial:"/>
SCHEDULE/EXPEDITING/SUBMITTALS Foreman Manhattan Construction Target Schedule is attached. Please verify supplier is able to meet Foreman Manhattan required installation dates.	<input type="text" value="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.

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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.

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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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
<u>BID PACKAGE 04 (April 20, 2018)</u>	
DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
<u>BID PACKAGE 05 (May 3, 2018)</u>	
DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
06 2000 – Finish Carpentry	Complete
06 4100 – Architectural Wood Casework	Complete
06 8300 – High Pressure Decorative Laminates	Complete
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

06 6100 – Simulated Stone Fabrication

06 8300 – High Pressure Decorative Laminates, Plastic Panels, Metal Panels, and Laminated Panels

DIVISION 9 – FINISHES

As Applicable

As Applicable

Complete

As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Theming Millwork at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all architectural woodwork, millwork, casework, countertops and special countertops as required by the contract documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Provide all wood and plastic laminate cabinets, including base cabinets, wall cabinets, full height cabinets, etc., complete.
3. Provide all countertops, counters, and transaction tops including back, end, and side splashes (Full height and partial), as indicated, specified and as required including but not limited to plastic laminate, quartz, granite, stone, stainless steel, or solid surface tops.
4. Provide all wood base, Complete.
5. Refer to all applicable millwork elevations and sections. E.G. A8.0; A8.1; A8.2; A8.3; A8.4; A8.5; A8.6; A8.7; A8.8; A8.9; A8.10; A8.11; A8.12, A8.13, A8.14; A8.15,
6. Provide all concrete countertops, Complete. Include cast-in drink rail where applicable.
7. Provide all decorative metal panels, Complete. E.G. Moz panels or others.
8. Provide all plastic laminates in public spaces, Complete.
9. Provide all ledges above doorways and counters, Complete. E.G. A2.11
10. Provide Cherokee Syllabary element around casino, meeting rooms, etc, Complete. Include all plastic laminate or metal panel background, vinyl cut letters, laminate trim, and print elements. E.G. A6.21
11. Provide all metal bands and trim on millwork as required.
12. Provide Cashier cage/screen, Complete. E.G. 1/A2.11
13. Provide any plastic laminate chair rail or decorative bands.
14. Provide all plastic laminate casings at cased openings, Complete. E.G. 5,6,7/A5.4
15. Provide all millwork and cabinetry in casino, including but not limited to cashier, rewards, beverages, and other locations, Complete.
16. Provide restaurant booth divider walls as a complete, shop-fabricated element. E.G. 1, 2, 3, 8/A2.14
17. Provide all restaurant millwork and decorative panels, complete.
18. Provide all metal, wood, or plastic laminate column cover elements, complete. If possible, fabricate column covers as a complete shop fabricated unit. Coordinate with other trades as required.
19. Provide 4’x4’ Shadow Box(es), Complete. E.G. 1/A2.16
20. Provide all plastic laminate, solid surface, stone and similar finish items with the color and pattern specified.
21. Provide any adjustable shelving including all standards and brackets as specified, indicated and required.
22. Provide all grommets for openings as indicated, as located by the Owner on the shop drawings, and as needed after casework installation.
23. Provide all millwork hardware, pulls, hinges, glides, sliders, rails, brackets, stops, trim strips, locks, latches, cam locks, tabs, tight-joints, bullet catches, wire management raceways, shelf standards, etc. as required for a complete millwork package
24. Provide all plumbing and electrical cut-outs, (i.e. sinks, fixtures, outlets, switches, etc.) as indicated, specified and required. Coordinate all countertop penetrations with associated trades.
25. All sides of drawers and drawer edges shall receive plastic laminate. Additionally, all cabinet doors shall receive plastic laminate on the interior and exterior face as well as edge bands.
26. Provide all wood framing and blocking, including base and wall blocking, and surface mounted wall furring strips, etc. which are required for complete installation (Note: All in-wall backup blocking is by others).

27. Provide all wood finishes, wood paneling, wood casing, standing & running trim, acrylic panels and themed millwork as required by the Contract Documents.
28. Provide all staining or sealing of all items included in this package. All items to be factory stained or finished if possible.
29. Provide any backing noted as required by millwork contractor.
30. Provide all wood door casings.
31. Provide all millwork cosmetic caulking to adjacent finishes.
32. Provide detailed on-site blocking layout prior to drywall installation for in-wall blocking & backing installation by others.
33. Provide protection of adjacent surfaces and finishes.
34. Provide any solid surface window sills, if required.
35. Reception Desks, Information Desks, Cashier Desks, etc. Complete.
36. All quartz and granite countertops, complete.
37. Any glass countertops or transaction tops, complete
38. Any stainless steel countertops, transaction tops, pass through countertops/shelves complete.
39. Any tempered glass elements attached to millwork including hardware, standoffs, etc. complete.
40. All cabinetry and countertops indicated on millwork elevations, complete.
41. Any steel structure to support millwork or countertops
42. All countertop supports of all types
43. Any trash cans, storage bins, or shelves identified within millwork.
44. Decorative wall panels at millwork, complete, including but not limited to brackets, hardware, and trim.
45. Any required surface mounted blocking for paneling or millwork, complete.
46. Provide millwork at Reception Stations, Display Units, and other millwork elements in Casino, Complete.
47. Provide all Bar Millwork and Countertop, Complete
48. Provide Bar as a complete, shop fabricated item including all framing. Plywood can be used in lieu of gyb board. Provide any required FRP, steel tube supports, etc. E.G. 1/A3.7
49. Provide Stainless Steel footrests, Complete.
50. Provide any steel grab bars at Bar, Complete.
51. Provide Low Walls at Casino Floor, Bar, & Restaurant, Complete, Including framing, gyp/drywall, paint, decorative panels, etc. Complete unit to be shop fabricated and installed on site as a single unit. Wood materials can be used in lieu of light gauge framing where practical.
52. Provide all back bar millwork, Complete.
53. Provide trash chute in bar millwork, Complete. E.G. 3/A8.13
54. Provide all required purse hooks at bar(s).
55. Provide provisions for fans at bar top game locations. E.G. 5/A8.12
56. Comply with all applicable Finish Notes.
57. 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. Provide shop drawing showing locations, elevations and details of the required in-wall blocking.
58. All bidders shall include cleanup of all debris created by the work of their scope as directed.
59. Provide temporary fire extinguishers for equipment on-site and during welding operations per OSHA requirements.
60. Contractor shall pay special attention to site logistics plan when planning deliveries. Site access and truck maneuverability is limited.
61. **This subcontractor shall coordinate and work with the Electrical Subcontractor to install the LED Lights in wood ceiling elements**

GENERAL ITEMS

62. 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.
63. 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.
64. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
65. 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.
66. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
67. 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.
68. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
69. **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.

70. 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.
71. 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. Millwork included in Scope Package 06.01 Basic Millwork

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 07.03 REV 1 – WATERPROOFING**

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.

BASE BID:

Modified Bituminous Sheet Membrane Waterproofing	\$ _____
Building Envelope Caulking / Sealants	\$ _____
Site Caulking / Sealants	\$ _____
Total:	\$ _____

BID ALTERNATES:

Alternate No. 1: Water Repellants

Provide Water Repellants per Specification 07 1310 at all building exterior stone veneer surfaces.

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

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
07 1300 – Sheet Waterproofing	COMPLETE
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable
DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
07 1310 WATER REPELLENTS	ALTERNATE 1
07 2100 THERMAL INSULATION	As Applicable
07 9000 JOINT SEALERS	COMPLETE
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable
<u>BID PACKAGE 04 (April 20, 2018)</u>	
DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable

32 1373 CONCRETE PAVING JOINT SEALANTS

COMPLETE

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 –WOODS, PLASTICS AND COMPOSITES
DIVISION 8 –OPENINGS
DIVISION 9 –FINISHES
DIVISION 10 –SPECIALTIES
DIVISION 11 –EQUIPMENT
DIVISION 22 – PLUMBING
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)
DIVISION 26 – ELECTRICAL
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES
DIVISION 9 – FINISHES

As Applicable
As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Waterproofing at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all modified bituminous sheet waterproofing work per Section 07 1300.
 - a. Include sheet waterproofing at 02 Gaming Casino Floor and 96 Ballroom slab depressions only.
 - b. Sheet waterproofing at 17 Bar is provided by others / outside of this scope of work.
2. Provide all Joint Sealants complete per Section 07 9000, as shown, scheduled, noted, and specified, complete.
3. Provide all miscellaneous caulking and sealants per the contract documents and details.
4. Provide all caulk and joint sealants at all exterior including but not limited to building stoops, concrete pavement, concrete curb and gutter, sidewalks, dumpster pads and equipment pads including building entry walks.
5. Provide all exterior, vertical expansion joint cover assemblies as required
6. Provide all caulk and joint sealants at all masonry (joints including all control, expansion, and perimeter joints of Masonry including to all dissimilar adjacent materials and surfaces. Do not caulk weeps shut. Contractor will be responsible for corrective work costs if weeps are closed. Includes all stone masonry veneer and cast stone as indicated on the drawings as in the specifications.
7. Provide all caulk and joint sealants at both interior and exterior of all exterior hollow metal door frames, aluminum store fronts, and curtain walls.
8. Provide all caulk and joint sealants at both interior and exterior of all louvers and to other dissimilar material openings in walls other than excluded.
9. Provide all backer-rod, joint fillers, or other accessories as required in joints receiving caulking or sealants.
10. Clean and prep surfaces and joints of deleterious materials prior to sealant installation as required.
11. This subcontractor shall inspect the substrate and other conditions and provide a written report for any unsatisfactory conditions to the Construction Manager prior to start of work.

ALTERNATE

12. Provide and install Water Repellants per Specification 07 1310 at all building exterior stone veneer surfaces.
13. Subcontractor shall provide and maintain temporary protection adjacent surfaces, and landscaping as applicable.

GENERAL ITEMS

14. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.

15. 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.
16. 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.
17. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
18. 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.
19. 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.
20. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
21. 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.
22. 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.
23. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
24. **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.
25. **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.**
26. 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. Fluid applied vapor permeable air barrier membrane, as specified in section 07 2510. (Provided by Drywall / EIFS Contractor)
2. Modified Bituminous Sheet Waterproofing at 17 Bar slab depression (provided by others).

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 08.03 REV 1 – DOORS, FRAMES AND HARDWARE

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.

BASE BID:

Metal Doors and Frames	\$ _____
Wood Doors	\$ _____
Hardware	\$ _____
Total:	\$ _____

BID ALTERNATES:

Alternate No. 1: Installation

Install All HM Doors, Wood Doors and Hardware

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

Alternate No. 2: Stainless Steel Traffic Doors

Furnish and Install Stainless Steel Traffic Doors by Eliason Corporation. Doors are to be double acting, self-closing factory fabricated and finished. **Submit Product Data with your bid.**

Core: Solid exterior grade plywood ¾ inchs thick.

Faces: Stainless Steel, Type 304, with No. 4 brushed satin finish, 20 gage 0.036 inch thick. Edge Trim Type 304 stainless steel.

Frames: Provide Doors pre-hung in frames by door manufacture, tubular steel welded frames.

View Windows: Factory installed glazing in molded or extruded black thermoplastic or rubber gasket; use single glazing unless otherwise indicated. Manufactures standard sizes view windows.

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

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable

DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	COMPLETE
08 1113 HOLLOW METAL DOORS AND FRAMES	As Applicable
08 3323 OVERHEAD COILING DOORS	As Applicable
08 4229 AUTOMATIC ENTRANCES	As Applicable
08 4233 REVOLVING DOOR ENTRANCES	As Applicable
08 4300 ALUMINUM STOREFRONT ENTRANCES	As Applicable
08 4310 ALUMINUM STOREFRONT WINDOW SYSTEMS	As Applicable
08 4400 GLAZED ALUMINUM CURTAIN WALL SYSTEMS3	As Applicable
08 7100 DOOR HARDWARE	COMPLETE
08 8150 GLASS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 –WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 –OPENINGS	COMPLETE
08 1416 FLUSH WOOD DOORS	As Applicable
08 3100 ACCESS DOORS & PANELS	As Applicable
08 3313 COILING COUNTER DOORS	As Applicable
08 3323 OVERHEAD COILING DOORS	As Applicable
DIVISION 9 –FINISHES	As Applicable
DIVISION 10 –SPECIALTIES	As Applicable
DIVISION 11 –EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 – FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Doors, Frames and Hardware at the CNE Tahlequah Casino**, Tahlequah, 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. Furnish all hollow metal doors, wood doors, traffic doors, and door hardware as per the Contract Documents.
 - a. Furnish all hollow metal frames for installation by others.

2. Furnish all fire-rated door assemblies in rated partitions as indicated in the Contract Documents.
3. All doors and frames shall be fabricated with all internal reinforcement for support of all door hardware.
4. Furnish all glazing trim and accessories required for a complete installation of sidelights and borrow lights (Glazing by others).
5. Furnish all hollow metal doors and frames with manufacturer' standard prime coating as indicated in the Contract Documents.
6. Furnish all wood doors as pre-machining and pre-finishing in accordance with the Contract Documents.
7. Furnish all hardware as required by the Contract Documents and door hardware schedule as found in Specification Section 087100 Door Hardware. Provide balance of hardware for all storefront doors per hardware schedule.
8. Subcontractor agrees to mark all doors, frames and hardware by location per door schedule opening number.
9. Subcontractor shall receive, inspect, and inventory all doors and hardware offsite and store until requested installation by the CM, and also agrees that all materials furnished under this contract shall be properly packaged and protected for loading and shipments to ensure arrival at jobsite in an undamaged condition.
10. Subcontractor agrees to sequence deliveries of doors, frames and hardware as required by Manhattan Construction Company and the Project Schedule.
11. Provide construction keying as required by Manhattan Construction Company.
12. Subcontractor shall provide coordination with Electrician and Security contractor to ensure proper voltage and/or electrical service for electrically powered equipment.
13. Subcontractor shall provide coordination with Drywall Subcontractor to ensure proper placement of wood blocking required for installation of the door frames and doors.
14. Subcontractor shall set up an inventoried and maintained hardware room.

ALTERNATE

15. Provide installation of HM Doors, Wood Doors, Double Acting Traffic Doors and Hardware.
 - a. Provide all labor and material needed for installation of HM Doors.
 - b. Provide all labor and material needed for installation of Wood Doors.
 - c. Provide all labor and material needed for installation of Hardware.
16. Subcontractor shall provide and maintain temporary protection of items furnished and installed by this package until substantial completion of the project.
17. Subcontractor is to receive, unload, and sort all material delivered to the jobsite. Subcontractor shall provide all dunnage for and proper storage of material as required.
18. Provide all required tools and equipment to properly install doors and hardware in accordance with the Contract Documents.
19. Subcontractor shall be responsible for protection of adjoining work from damage due to the work of this subcontract.
20. Install doors level and with the correct undercut as to function with the finish floor and thresholds as per the Contract Documents.
21. Subcontractor shall make adjustment to all doors so they will swing and function properly.
22. Provide and install sealant for sealant bed under door threshold as per the Contract Documents.
23. Subcontractor shall coordinate with Electrician and Owner's Security contractor to ensure installation of electrical service to electrically powered equipment.
24. All hardware furnished in this Subcontract shall be installed as part of this Alternate Pricing.

GENERAL ITEMS

25. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
26. 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.
27. 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.
28. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
29. 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.
30. 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.
31. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
32. 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.
33. 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.
34. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.

35. 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.*
36. 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.
37. 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. Glass and Glazing by others
2. Hollow Metal Frame installation by others
3. Installation of HM Doors, Wood Doors, Double Acting Traffic Doors and Hardware. (See Alternate)
4. Power wiring connection to the automatic door junction box and security doors

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 09.02 REV 1 – Painting and Wallcovering

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.

BASE BID – PAINTING AND WALLCOVERING: \$ _____

BID ALTERNATES: (none)

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual **Complete**

BID PACKAGE 01 (March 6, 2018)

DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
09 9000 – Paintings and Coatings	Complete
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
09 9100 – Paints and Coatings	Complete
DIVISION 10 – SPECIALTIES	As Applicable

DIVISION 11 – EQUIPMENT
DIVISION 22 – PLUMBING
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)
DIVISION 26 – ELECTRICAL
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

As Applicable
As Applicable
As Applicable
As Applicable
As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES
DIVISION 9 – FINISHES
09 7200 – Wall Coverings

As Applicable
As Applicable
Complete

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Painting and Wallcovering at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all Exterior Painting, **including but not limited to Painting of Existing EIFS**, as specified, scheduled or as noted, complete.
2. Provide all Interior Painting as specified, scheduled or as noted, complete.
3. Provide all Wall Coverings as specified, scheduled or as noted, complete.
4. Provide microperforation of any wallcovering installed on exterior walls.
5. Provide clear sealant at edges of wallcovering to ensure that no curling occurs.
6. Provide any Decorative Specialty Painting as specified, scheduled or as noted, complete.
7. Provide all Joint Sealants as specified, scheduled, noted or as applicable to this scope of work.
8. Provide all interior caulking between painted surfaces and adjacent finishes as required. E.G. Door Jambs
9. Provide sealing of all concrete floors in all rooms indicated to receive sealed concrete floor finish per finish schedule. E.G. ECS. Provide all required preparation and cleaning of concrete floors as necessary prior to sealer application.
10. Paint all ceilings and ceiling clouds as required.
11. Paint access doors.
12. Paint mechanical louvers and grills, access doors, stairs, exposed steel as indicated, noted, and scheduled, complete.
13. Paint all exposed Mechanical piping, Fire Protection piping, Electrical conduits in Public Areas as noted.
14. Provide all miscellaneous painting as scheduled detailed or noted by the documents.
15. Putty and blend nail/screw holes in all wood door glass vision light stops, refinish stops as necessary.
16. Provide all painting of glass stops for hollow metal vision and borrow light frames. This will include all preparation, and touch up painting.
17. Cosmetic caulking of all door frames to the finish wall surface and to the floor.
18. Cosmetic caulking door frames and other dissimilar materials.
19. Provide all surface preparation, sanding, priming etc as specified or recommended by the paint manufacturer.
20. Provide task lighting as and where required to perform the work of this contract.
21. This subcontractor is to remove any paint solvents, containers daily, to his storage facility, and is to legally dispose of paint and containers offsite and not in the jobsite dumpster.
22. This subcontractor will spackle minor dings/bondo door frames at painted surfaces during final paint and Punch List.
23. Provide overspray protection and clean-up of surrounding surfaces.
24. Provide coatings at all architecturally exposed steel and other exterior structural and miscellaneous steel items.
25. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.

GENERAL ITEMS

26. 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.
27. 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.

28. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
29. 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.
30. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
31. 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.
32. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
33. **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.
34. **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.**
35. 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. Staining of millwork and trim

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$_____ > Savings
Description:

2. < \$_____ > Savings
Description:

3. < \$_____ > Savings
Description:

4. < \$_____ > Savings
Description:

5. < \$_____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 09.03 REV 1 – Flooring**

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.

BASE BID – FLOORING: \$ _____

BID ALTERNATES:

Alternate No. 1: Furnish Carpet Material

Provide all carpet materials required for this package. Installation of all carpet is included in base bid.

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

Other Comments:

[Large empty rectangular box for 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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
<u>BID PACKAGE 04 (April 20, 2018)</u>	
DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
<u>BID PACKAGE 05 (May 3, 2018)</u>	
DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable

DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
09 3050 – Tile	Complete
09 6500 – Resilient Flooring & Base	Complete
09 6813 – Tile Carpeting	Complete
09 6900 – Access Flooring	As Applicable
09 9600 – Resinous Floor Coatings	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 – FINISHES	As Applicable
09 3050 – Tile	Complete
09 6500 – Resilient Flooring & Base	Complete
09 6813 – Tile Carpeting	Complete

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Flooring at the CNE Tahlequah Casino**, Tahlequah, 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. Provide any Tiling, Ceramic Tiling, Resilient Base & Accessories, Resilient Tile Flooring, Tile Carpeting, Sheet Carpeting, Luxury Vinyl Tile, and other flooring as required by the contract documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Install all carpet material furnished by others.
3. All Flooring on raised access floor, Complete.
4. Provide all special flooring patterns, Complete.
5. All required Transition Strips.
6. All restroom wall tile, complete. **This subcontractor is to ensure that all wall tile is installed level and in the same plane as to ensure no “edging” or “basket weave” effects are seen on the wall, as when wall washing lights shine on them.**
7. Any Wall Tile, Complete, including but not limited to Glass, Ceramic, Porcelain and Stone tile.
8. Any Tile Backsplashes, if applicable.
9. Provide all base unless noted as wood.
10. All tile base, complete.
11. Provide any BRK-1 or similar tile, Complete
12. Provide all floor mats or entry mats identified in documents, Complete. (E.G. Entry Mat (EM))
13. Provide all required moisture barrier, and/or waterproofing membranes behind tile. (E.G. Ditra, Kerdi, Laticrete, etc.)
14. Comply with all “Interior Finish Keynotes”, “General Notes”, and “Key Notes”
15. Provide any mockups as required
16. Provide all required sealers for tile, complete.
17. Contractor shall be responsible to receive, unload, and inventory the carpet prior to installation. This subcontractor has agreed to receive Owner / Purchasing Agent supplied carpet materials at this subcontractor’s warehouse. This includes inventory control, warehouse insurance contents coverage and shipping from warehouse to the site. This subcontractor is to report any shortages with-in 24 hours of receipt of carpet.
18. This subcontractor shall be responsible for all expediting and or delay costs that result from in-accurate quantities being provided to Foreman | Manhattan and the Purchasing Agent

19. Provide any required carpet pad, tack strip, adhesives, transitions, and accessories as required.
20. Provide all resilient sheet and tile flooring, including all patterns, transitions, stair treads and nosings, and accessories as applicable, scheduled, or required.
21. Provide all Tile Carpeting including all patterns, transitions, stair treads and nosings, and accessories as applicable, scheduled, or required.
22. Provide all Sheet Carpeting including all patterns, transitions, stair treads and nosings, and accessories as applicable, scheduled, or required.
23. Provide all resilient wall base in lengths, height, pre-molded corners and accessories as required. Include any rubber "millwork" base.
24. Provide flooring in elevators as scheduled in the drawings and specifications.
25. Provide all adhesives, primers, patching compound, expansion joints, additives, etc. as required for the performance of this subcontractor's work.
26. Provide all protection of adjoining surfaces from damage due to the work of this subcontract.
27. Provide protection as needed to prevent damage from other trades.
28. Provide and maintain protection of all carpeted and tile flooring after areas are completed. This protection is to be adequate to provide protection against staining and loaded pallet jacks on tile. Mask entire carpeted areas and provide a 4' wide, hard surface walkway down carpeted corridors and in high-traffic areas as coordinated with CM.
29. Subcontractor shall clean areas requiring finished flooring prior to installation as necessary per manufacturer requirements to achieve and maintain warranty.
30. Provide all sealants and caulking as related to the work of this subcontract to provide a complete and finished appearance.
31. Provide door removal and reinstallation (if required by this subcontractor) shall be borne by this subcontractor.
32. Provide all minor floor prep as required for the work of this subcontract. Minor shall be defined as any floor substrate installation that is installed within the specified American Concrete Institute standards or any other installation standards indicated in the structural specifications.
33. Provide all attic stock materials as called for. Material shall be labeled and stored as directed by CM's site superintendent. (Carpet attic stock is by others. This subcontractor to store, formally transmit and deliver to the Foreman | Manhattan designated representative and Owner.)
34. Provide all manufacturers required testing to maintain warranty requirements.
35. Coordinate base installation with painting contractor where exposed concrete floors are sealed. Floors shall be sealed prior to base installation.
36. Provide all expansion joint cover assemblies in flooring where occurring in this subcontractor's scope of work.
37. Perform floor moisture/vapor transmission, alkalinity and adhesion tests as required by project conditions, manufacturer, or contract documents. Testing shall be commenced at a minimum of 8 weeks prior to the scheduled start of flooring installation. This includes but is not limited to any testing required by specifications
38. Provide task lighting where required to perform the work of this contract.
39. Provide all field engineering and layout from benchmarks and base building control (benchmarks and baseline control is furnished by others). This shall include layout of all carpet patterns and pathways on the structural slab prior to installation of materials. 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.
40. 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 Ambler | 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.
41. Provide as applicable to the scope of work; all factory, fabrication, and field test reports, all warranties, and close-out requirements for work and systems as specified. All close out information is to be submitted as one package.
42. Subcontractor is responsible to provide all street/sidewalk/parking lane blocking and closures including providing all safety requirements, traffic and pedestrian control, (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. as required for prosecution and completion of Contractor's work.
43. Cleanup of any dirt or debris caused by this contractor from any paved surface or walk or building walls. Contractor to ensure trucks entering and leaving jobsite do not soil any existing private, campus or public roadways. Repair all damage caused by delivery trucks to any existing private, public, or campus roads not scheduled to be replaced.
44. All bidders shall include cleanup of all debris created by the work of their scope as directed.
45. Provide temporary fire extinguishers for equipment on-site and during welding operations per OSHA requirements.
46. Contractor shall pay special attention to site logistics plan when planning deliveries. Site access and truck maneuverability is limited.

GENERAL ITEMS

47. 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.
48. 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.
49. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
50. 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.
51. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.

52. 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.
53. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
54. **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.
55. **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.**
56. 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. Carpet Material (See alternates for price to include material)
2. Stone veneer

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 09.04 REV 1 – Resinous Flooring

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.

BASE BID – RESINOUS FLOORING: \$ _____

BID ALTERNATES: (none)

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
<u>BID PACKAGE 04 (April 20, 2018)</u>	
DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
<u>BID PACKAGE 05 (May 3, 2018)</u>	
DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable
<u>BID PACKAGE 06 (June 22, 2018)</u>	
DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 – FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Resinous Flooring at the CNE Tahlequah Casino**, Tahlequah, 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. Provide a complete resinous flooring system at all locations indicated on Contract Documents
2. Provide all UC Urethane Cement flooring.
3. Provide a system which complies with all applicable ADA codes.
4. Provide all required cleaning, prep, and patching as required for system installation.
5. Provide all thresholds and flooring transitions at seamless system, complete.
6. Provide any integral seamless system base, if required, complete.
7. Provide all surface preparation, sanding, priming etc as specified or recommended by the coatings manufacturer. Include any special preparation required for applying coating to steel.
8. Provide all protection and block off and barricade flooring work areas from other trades traffic for the specified times. Includes protection of flooring until an area is completed and accepted. Provide protective materials for floor finishes which are sufficient for protecting finishes for remaining duration of the project. (E.G. Masonite or other product sufficient for protection)
9. Provide all minor floor and wall prep for all work scope items. Scope includes scraping and sanding to remove debris or otherwise prepare the existing slab and walls including joints as required for seamless epoxy system installation. Provide vacuuming of remove sanded areas and prior to all installations. Provide filling of small dings and defects. Includes floating out of slab construction joints or where new concrete patches occur. Installer shall assume 100% skimming coverage of floor patch and leveler for all products. All floor prep per industry standards shall be considered minor floor prep and included under this Subcontract.
10. Perform floor moisture, alkalinity and adhesion tests as specified.
11. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
12. Provide task lighting where required to perform work of this contract.
13. 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.
14. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
15. **Include moisture mediation if / as required in order to meet the project schedule dates and durations.**

GENERAL ITEMS

16. 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.
17. 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.
18. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
19. 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.
20. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
21. 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.
22. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
23. **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.

24. **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.**
25. 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. Carpet Material (See alternates for price to include material)
2. Stone veneer

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 09.05 REV 1 – Access Flooring

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.

BASE BID – ACCESS FLOORING: \$ _____

UNIT PRICING:

Subcontractor will be adjusted at the following unit prices for the net aggregate add or deduct for each item.

Unit Price # 001 – Provide cutouts trimmed at time of flooring installation **ADD:** _____ per cutout

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual **Complete**

BID PACKAGE 01 (March 6, 2018)

DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
09 3050 – Tile	As Applicable
09 6500 – Resilient Flooring & Base	As Applicable
09 6813 – Tile Carpeting	As Applicable
09 6900 – Access Flooring	Complete

09 9600 – Resinous Floor Coatings
DIVISION 10 – SPECIALTIES
DIVISION 11 – EQUIPMENT
DIVISION 22 – PLUMBING
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)
DIVISION 26 – ELECTRICAL
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable
As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES
DIVISION 9 – FINISHES

As Applicable
As Applicable

Terminology:

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

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 the **Access Flooring at the CNE Tahlequah Casino**, Tahlequah, 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. Subcontractor shall provide all labor, material, equipment, and accessories required for a complete and proper installation of all access flooring, required by the Contract Documents.
2. Provide all required accessories for a complete installation, including trim, edge protection, panel lifting devices, adhesive, and fasteners.
3. Provide all unloading, protecting and conveying of all Access Flooring as per the Contract Documents.
4. Subcontractor shall provide all perimeter cuts as required for proper installation as required by the Contract Documents.
5. Subcontractor shall include five hundred (250 each) cutouts for data floor boxes and electrical junction boxes in locations layout by others.
6. All minor floor prep, including broom sweeping subfloor and filling of small dings and defects.
7. Provide all extra attic stock material as per the Contract Documents.

GENERAL ITEMS

8. 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.
9. 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.
10. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
11. 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.
12. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
13. 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.
14. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
15. **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.

16. **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.**

17. 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. Floor Coverings applied to access flooring unless specifically identified.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

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	<input type="text" value="Initial:"/>
Non-Collusion Affidavit	<input type="text" value="Initial:"/>
Business Relationship Affidavit	<input type="text" value="Initial:"/>
Acknowledge all scope of work items listed under scope of work (See Exhibit A)	<input type="text" value="Initial:"/>
Acknowledge Exhibits B, C, D, E, F, G, H	<input type="text" value="Initial:"/>
Addenda Included	<input type="text" value="#s:"/>
MCC Clarifications Included	<input type="text" value="#s:"/>
Acknowledge and agree to Foreman Manhattan Standard Subcontract Agreement/Special Terms and Conditions as per Exhibit E	<input type="text" value="Initial:"/>
Acknowledge and agree to Manhattan General Provisions as Included in the Bid Documents	<input type="text" value="Initial:"/>
SCHEDULE/EXPEDITING/SUBMITTALS Foreman Manhattan Construction Target Schedule is attached. Please verify supplier is able to meet Foreman Manhattan required installation dates.	<input type="text" value="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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual

Complete

BID PACKAGE 01 (March 6, 2018)

DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – Earthwork	As Applicable
DIVISION 32 – Site Improvements	As Applicable
DIVISION 33 – Utilities	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 – CONCRETE	As Applicable
DIVISION 04 – MASONRY	As Applicable
DIVISION 05 – METALS	As Applicable
DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 – OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 – OPENINGS	As Applicable
DIVISION 9 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 – EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

ADDENDUM #11 (June 1, 2018)

Division 10 – Specialties	
10 7313 – Awnings	COMPLETE

BID PACKAGE 06 (June 22, 2018)

**DIVISION 6 – WOODS, PLASTICS AND COMPOSITES
DIVISION 9 – FINISHES**

**As Applicable
As Applicable**

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **awnings at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all pre-engineered awning systems including all framing, wall plates, fabric and accessories needed for a complete install. **Reference the attached drawing for locations of awning systems.**
2. Provide all engineering and design as per the Contract Documents including all Wind Loads per S0.1. This design is inclusive of the components, members and attachment systems required in order to provide a complete awning system.
3. Submit all design engineering documents and shop drawings for approval and review to Manhattan, Architect and Engineer prior to the commencement of their work. **The design engineering drawings and shop drawings/submittals shall be submitted within two (2) weeks from contract date as to not negatively impact the progress of this Subcontractor’s work and / or the project schedule.**
4. Provide shipping of awnings to jobsite and final installation of awnings.

GENERAL ITEMS

5. 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.
6. 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.
7. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
8. 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.
9. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
10. 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.
11. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
12. **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.
13. **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.**
14. 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)

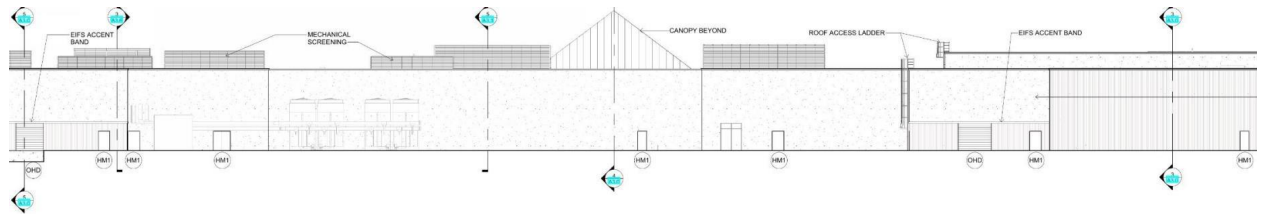
- Exhibit B – (Bond Forms)
- Exhibit C – (Insurance Requirements / Sample)
- Exhibit D – (Contract Documents)
- Exhibit E – (Special Conditions)
- Exhibit F – (Project Schedule)
- Exhibit G – Tax Exempt – O.D.P.I.
- Exhibit H – (Foreman Manhattan Additional Safety Requirements)

SCOPE OF WORK EXCLUSIONS:

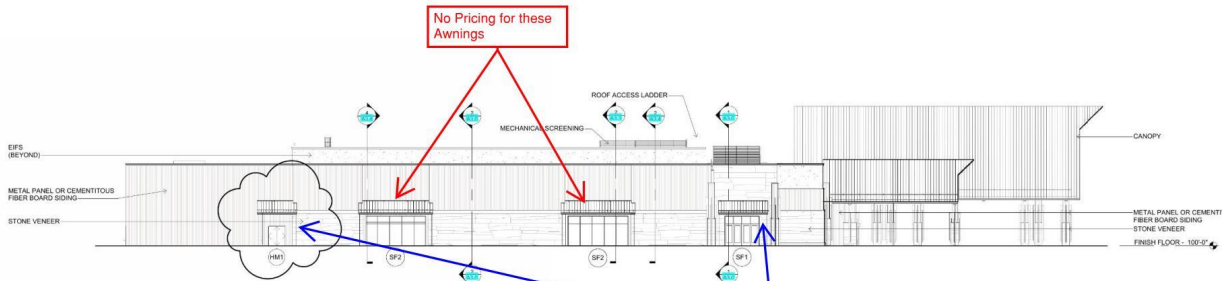
The following items are excluded from this Subcontract:

1. Tax

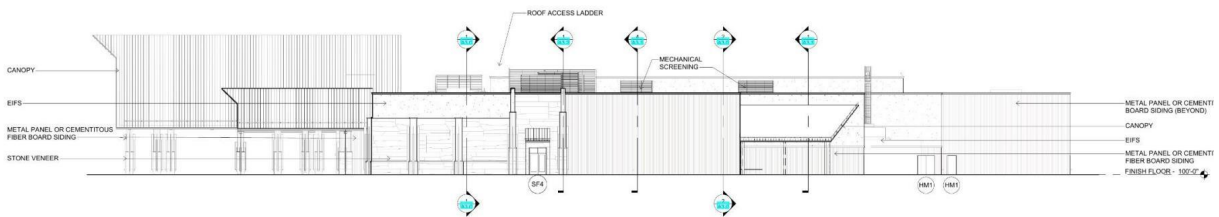
Sheet A2.0 EXTERIOR ELEVATIONS



2 EXTERIOR ELEVATION
3/64" = 1'-0" EAST



3 EXTERIOR ELEVATION
3/64" = 1'-0" NORTH



Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

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

Non-Collusion Affidavit

Business Relationship Affidavit

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

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

Addenda Included

MCC Clarifications Included

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

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

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

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.

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

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No obligation shall be incurred by the Owner or Foreman Manhattan Construction Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable

DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 - EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 - OPENINGS	As Applicable
DIVISION 9 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	
10 2113.19 PLASTIC TOILET COMPARTMENTS	As Applicable
10 2601 WALL AND CORNER GUARDS	COMPLETE
10 2615 HIGH IMPACT WALL COVERING	COMPLETE
10 2800 TOILET ACCESSORIES	As Applicable
10 4400 FIRE PROTECTION SPECIALTIES	As Applicable
10 5100 LOCKERS	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable
DIVISION 22 - PLUMBING	As Applicable
DIVISION 23 - HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 - ELECTRICAL	As Applicable
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 - FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Wall and Corner Guards at the CNE Tahlequah Casino**, Tahlequah, 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. Furnish all Corner Guards and Wall Protection per the Contract Documents.
2. Furnish all colors, styles and thickness for Corner Guards and Wall Protection per the Contract Documents.
3. Furnish all screws, bolts, and fasteners as required for a complete installation.
4. Furnish detailed drawings indicating in-wall blocking or other support requirements for proper coordination and installation.

ALTERNATE

5. Provide installation of all Corner and Wall Protection.
6. Provide all unloading, protecting and conveying of all Corner and Wall Protection as per the Contract Documents.

GENERAL ITEMS

7. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
8. 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.
9. 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.
10. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
11. 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.
12. 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.
13. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
14. 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.
15. 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.
16. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
17. **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.
18. **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.**
19. 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. General Building Permit.
2. Cost of Dumpsters.
3. Wood Blocking by others.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 10.04 REV 1 – Toilet Compartments and Toilet Accessories**

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.

BASE BID:

Toilet Compartments	\$ _____
Toilet Accessories	\$ _____
Total	\$ _____

BID ALTERNATES:

Alternate No. 1: Installation

Install all Toilet Compartments and Toilet Accessories

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

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable

DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 - EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 - OPENINGS	As Applicable
DIVISION 9 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	COMPLETE
10 2113 PLASTIC TOILET COMPARTMENTS	As Applicable
10 2601 WALL AND CORNER GUARDS	As Applicable
10 2615 HIGH IMPACT WALL COVERING	As Applicable
10 2800 TOILET ACCESSORIES	COMPLETE
10 4400 FIRE PROTECTION SPECIALTIES	As Applicable
10 5100 LOCKERS	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable
DIVISION 22 - PLUMBING	As Applicable
DIVISION 23 - HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 - ELECTRICAL	As Applicable
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 - FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Toilet Compartments and Toilet Accessories at the CNE Tahlequah Casino**, Tahlequah, 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. Furnish all Plastic Toilet Compartments according to applicable drawings, notes, and documents.
2. Furnish all Toilet, Bath, & Laundry Accessories, Complete per specifications and drawings, including but not limited to:
 - a. Grab Bars
 - b. Sanitary Napkin Disposals
 - c. Sanitary Waste Receptacle
 - d. Robe Hooks
 - e. Custodial Shelves and Mop Rack
 - f. Baby Changing Station
 - g. Lighted Mirrors
3. Provide detailed drawings indicating in-wall blocking or other support requirements for installation.
4. Furnish all necessary fasteners, hardware, adhesives, and brackets required for a complete installation.

ALTERNATE

5. Provide installation of all Plastic Toilet Compartments and Toilet Accessories.
6. Provide all unloading, protecting and conveying of all Toilet Compartments and Toilet Accessories as per the Contract Documents.

GENERAL ITEMS

7. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
8. 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.
9. 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.
10. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
11. 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.
12. 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.
13. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
14. 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.
15. 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.
16. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
17. **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.
18. **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.**
19. 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. General Building Permit.
2. Cost of Dumpsters.
3. Wood Blocking by others.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 10.05 **REV 1** – Fire Protection Specialties

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.

BASE BID: Fire Protection Specialties \$ _____

BID ALTERNATES:

Alternate No. 1: Installation

Install all Fire Protection Specialties

Alternate No. 1 – NET CHANGE **ADD / DEDUCT \$** _____ **/ LS**

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

Non-Collusion Affidavit

Business Relationship Affidavit

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

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

Addenda Included

MCC Clarifications Included

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

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

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

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 - CONCRETE	As Applicable
DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 - EXTERIOR IMPROVEMENTS	As Applicable
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BID PACKAGE 05 (May 3, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 - OPENINGS	As Applicable
DIVISION 9 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	
10 2113.19 PLASTIC TOILET COMPARTMENTS	As Applicable
10 2601 WALL AND CORNER GUARDS	As Applicable
10 2615 HIGH IMPACT WALL COVERING	As Applicable
10 2800 TOILET ACCESSORIES	As Applicable
10 4400 FIRE PROTECTION SPECIALTIES	COMPLETE
10 5100 LOCKERS	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable
DIVISION 22 - PLUMBING	As Applicable
DIVISION 23 - HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 - ELECTRICAL	As Applicable
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 - FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Fire Protection Specialties at the CNE Tahlequah Casino**, Tahlequah, 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. Furnish all Fire Extinguishers and Fire Extinguisher Cabinets per plans and specifications.
2. Provide all screws, bolts, and fasteners as required for a complete installation.
3. Provide coordination with Manhattan for proper placement of cabinet openings.
4. Provide detailed drawings indicating in-wall blocking or other support requirements for installation.

ALTERNATE

5. Provide installation of all Fire Extinguishers and Fire Extinguisher Cabinets.
6. Provide all unloading, protecting and conveying of all Fire Extinguishers and Fire Extinguisher Cabinets as per the Contract Documents.

GENERAL ITEMS

1. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
2. 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.
3. 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.
4. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
5. 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.
6. 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.
7. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
8. 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.
9. 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.
10. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
11. **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.
12. **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.**
13. 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. General Building Permit.
2. Cost of Dumpsters.
3. Wood Blocking by others.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 10.06 REV 1 – Lockers**

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.

BASE BID: Lockers \$ _____

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

Non-Collusion Affidavit

Business Relationship Affidavit

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

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

Addenda Included

MCC Clarifications Included

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

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

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

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	
00 0102 – Project Information	As Applicable
00 0105 – Geotechnical Data	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	
03 3000 – Cast in Place Concrete	As Applicable
DIVISION 31 – EARTHWORK	
31 2000 – Earthwork	As Applicable
31 2319 – Dewatering	As Applicable
31 2500 – Erosion and Sedimentation Control	As Applicable
31 5000 – Excavation Support and Protection	As Applicable
31 6329 – Drilled Concrete Piers and Shafts	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	
32 9200 – Turf and Grasses	As Applicable
DIVISION 33 – UTILITIES	
Section 33 5100 – Private Storm Sewer	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable

Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018

As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 1300 – Sheet Waterproofing

As Applicable

07 2100 – Thermal Insulation

As Applicable

DIVISION 22 – PLUMBING

22 1113 – Water Distribution

As Applicable

22 1313 – Private Sanitary Sewerage

As Applicable

22 1316 – Sanitary Waste and Vent Piping

As Applicable

DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING

23 6500 – Closed Circuit Cooling Tower

As Applicable

23 7313 – Central Station Air Handling Units

As Applicable

23 7313.1 – Central Station Air Handling Units

As Applicable

DIVISION 26 – ELECTRICAL

26 0519 – Low Voltage Electrical Power Conductors and Cables

As Applicable

26 0526 – Grounding and Bonding for Electrical Systems

As Applicable

26 0529 – Hangers and Supports for Electrical Systems

As Applicable

26 0533 – Raceways and Boxes for Electrical Systems

As Applicable

26 0543 – Underground Ducts and Raceways for Electrical Systems

As Applicable

26 0544 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling

As Applicable

26 4113 – Lighting Protection for Structures

As Applicable

DIVISION 31 – EARTHWORK

31 3116 – Termite Control

As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 - CONCRETE

03 4500 PRECAST ARCHITECTURAL CONCRETE

As Applicable

DIVISION 04 - MASONRY

04 4301 STONE MASONRY VENEER DIVISION

As Applicable

05 - METALS

05 1200 STRUCTURAL STEEL FRAMING

As Applicable

05 5150 FIXED METAL LADDERS

As Applicable

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000 ROUGH CARPENTRY

As Applicable

06 1110 WOOD BLOCKING AND CURBING

As Applicable

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1300 SHEET WATERPROOFING

As Applicable

07 1310 WATER REPELLENTS

As Applicable

07 2100 THERMAL INSULATION

As Applicable

07 2119 FOAMED-IN-PLACE INSULATION

As Applicable

07 2120 POLYISOCYANURATE INSULATION

As Applicable

07 2400 EXTERIOR INSULATION AND FINISH SYSTEMS

As Applicable

07 2510 FLUID APPLIED VAPOR PERMEABLE AIR BARRIER MEMBRANE

As Applicable

07 4113 METAL ROOF PANELS

As Applicable

07 4213 METAL WALL PANELS

As Applicable

07 4600 FIBER CEMENT SIDING

As Applicable

07 5200 MODIFIED BITUMINOUS MEMBRANE ROOFING

As Applicable

07 6200 SHEET METAL FLASHING AND TRIM

As Applicable

07 8100 APPLIED FIREPROOFING

As Applicable

07 8400 FIRESTOPPING

As Applicable

07 9000 JOINT SEALERS

As Applicable

DIVISION 08 - OPENINGS

08 1113 HOLLOW METAL DOORS AND FRAMES

As Applicable

08 3323 OVERHEAD COILING DOORS

As Applicable

08 4229 AUTOMATIC ENTRANCES

As Applicable

08 4233 REVOLVING DOOR ENTRANCES

As Applicable

08 4300 ALUMINUM STOREFRONT ENTRANCES

As Applicable

08 4310 ALUMINUM STOREFRONT WINDOW SYSTEMS

As Applicable

08 4400 GLAZED ALUMINUM CURTAIN WALL SYSTEMS3

As Applicable

08 7100 DOOR HARDWARE

As Applicable

08 8150 GLASS

As Applicable

DIVISION 09 – FINISHES

09 2116 GYPSUM BOARD ASSEMBLIES

As Applicable

09 5100 ACOUSTICAL CEILINGS

As Applicable

09 9000 PAINTINGS AND COATINGS

As Applicable

DIVISION 10 – SPECIALTIES

10 2226 OPERABLE PARTITIONS

As Applicable

10 7500 FLAGPOLES

As Applicable

10 8200 ROOF TOP EQUIPMENT SCREENS

As Applicable

DIVISION 11 - EQUIPMENT

11 1313 LOADING DOCK BUMPERS

As Applicable

11 1316 LOADING DOCK SEALS AND SHELTERS

As Applicable

11 1319.13 LOADING DOCK LEVELERS

As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1216 ASPHALT PAVING

As Applicable

32 1313 CONCRETE PAVING

As Applicable

32 1373 CONCRETE PAVING JOINT SEALANTS

As Applicable

32 1723 PAVEMENT MARKINGS

As Applicable

32 3113 CHAIN LINK FENCES AND GATES

As Applicable

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 –WOODS, PLASTICS AND COMPOSITES

06 2000 FINISH CARPENTRY

As Applicable

06 4100 ARCHITECTURAL WOOD CASEWORK

As Applicable

06 8300 HIGH PRESSURE DECORATIVE LAMINATES

As Applicable

DIVISION 8 –OPENINGS

08 1416 FLUSH WOOD DOORS

As Applicable

08 3100 ACCESS DOORS & PANELS

As Applicable

08 3313 COILING COUNTER DOORS

As Applicable

08 3323 OVERHEAD COILING DOORS

As Applicable

DIVISION 9 –FINISHES

09 3050 TILE

As Applicable

09 6500 RESILIENT FLOORING & BASE

As Applicable

09 6813 TILE CARPETING

As Applicable

09 6900 ACCESS FLOORING

As Applicable

09 9100 PAINTS AND COATINGS

As Applicable

09 9600 RESINOUS FLOOR COATINGS

As Applicable

DIVISION 10 –SPECIALTIES

10 2113.19 PLASTIC TOILET COMPARTMENTS

As Applicable

10 2601 WALL AND CORNER GUARDS

As Applicable

10 2615 HIGH IMPACT WALL COVERING

As Applicable

10 2800 TOILET ACCESSORIES

As Applicable

10 4400 FIRE PROTECTION SPECIALTIES

As Applicable

10 5100 LOCKERS

COMPLETE

DIVISION 11 –EQUIPMENT

11 4000 FOODSERVICE EQUIPMENT

As Applicable

DIVISION 22 – PLUMBING

22 05 13 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT

As Applicable

22 05 16 EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING

As Applicable

22 05 17 SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

As Applicable

22 05 18 ESCUTCHEONS FOR PLUMBING PIPING

As Applicable

22 05 19 METERS AND GAGES FOR PLUMBING PIPING

As Applicable

22 05 23 GENERAL-DUTY VALVES FOR PLUMBING PIPING

As Applicable

22 05 29 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

As Applicable

22 05 48 VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

As Applicable

22 05 53 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

As Applicable

22 07 16 PLUMBING EQUIPMENT INSULATION

As Applicable

22 07 19 PLUMBING PIPING INSULATION

As Applicable

22 08 00 COMMISSIONING OF PLUMBING SYSTEMS

As Applicable

22 11 16 DOMESTIC WATER PIPING

As Applicable

22 11 19 DOMESTIC WATER PIPING SPECIALITIES	As Applicable
22 11 23 DOMESTIC WATER PUMPS	As Applicable
22 13 16 SANITARY WASTE AND VENT PIPING	As Applicable
22 13 19 SANITARY WASTE PIPING SPECIALITIES	As Applicable
22 42 13.13 COMMERCIAL WATER CLOSETS	As Applicable
22 42 13.16 COMMERCIAL URINALS	As Applicable
22 42 16.13 COMMERCIAL LAVATORIES	As Applicable
22 42 16.16 COMMERCIAL SINKS	As Applicable
22 47 16 PRESSURE WATER COOLERS	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	
23 00 01 HVAC GENERAL REQUIREMENTS	As Applicable
23 00 02 BASIC HVAC MATERIALS AND METHODS	As Applicable
23 05 16 PIPE EXPANSION FITTINGS AND LOOPS	As Applicable
23 05 18 ESCUTCHEONS FOR HVAC PIPING	As Applicable
23 05 19 HVAC METERS AND GAGES	As Applicable
23 05 23 VALVES	As Applicable
23 05 29 HANGERS AND SUPPORTS	As Applicable
23 05 48 HVAC VIBRATION CONTROLS	As Applicable
23 05 53 MECHANICAL IDENTIFICATION	As Applicable
23 05 93 TESTING, ADJUSTING, AND BALANCING	As Applicable
23 07 13 DUCT INSULATION	As Applicable
23 07 17 EQUIPMENT INSULATION	As Applicable
23 07 19 HVAC PIPE INSULATION	As Applicable
23 08 00 COMMISSIONING OF HVAC SYSTEMS	As Applicable
23 09 00 AUTOMATIC TEMPERATURE CONTROL SYSTEMS	As Applicable
23 09 93 SEQUENCE OF OPERATIONS	As Applicable
23 21 13 HYDRONIC PIPING	As Applicable
23 21 23 HYDRONIC PUMPS	As Applicable
23 23 00 REFRIGERANT PIPING	As Applicable
23 25 00 HVAC WATER TREATMENT	As Applicable
23 31 13 HVAC DUCTS	As Applicable
23 33 0 DUCT ACCESSORIES	As Applicable
23 34 23 HVAC POWER VENTILATORS	As Applicable
23 36 00 AIR TERMINAL UNITS	As Applicable
23 37 13 DIFFUSERS, REGISTERS, AND GRILLES	As Applicable
23 51 00 BREECHINGS, CHIMNEYS, AND STACKS	As Applicable
23 52 16 CONDENSING BOILERS	As Applicable
23 64 18.1 MODULAR CENTRAL PLANT	As Applicable
23 65 00 CLOSED CIRCUIT COOLERS	As Applicable
23 73 13 AIR-HANDLING UNIT	As Applicable
23 73 13.1 AIR HANDLING UNIT / DEDICATED OUTDOOR AIR SYSTEM / ENERGY RECOVERY UNIT	As Applicable
23 82 19 FAN -COIL UNITS	As Applicable
23 82 39 UNIT HEATERS	As Applicable
DIVISION 26 – ELECTRICAL	
26 05 19 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	As Applicable
26 05 26 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	As Applicable
26 05 29 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	As Applicable
26 05 33 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	As Applicable
26 05 43 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	As Applicable
26 05 44 SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	As Applicable
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS	As Applicable
26 05 72 OVERCURRENT PROTECTIVE DEVICE SHORT-CIRCUIT STUDY	As Applicable
26 05 73 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	As Applicable
26 05 74 OVERCURRENT PROTECTIVE DEVICE ARC-FLASH STUDY	As Applicable
26 22 00 LOW-VOLTAGE TRANSFORMERS	As Applicable
26 24 13 SWITCHBOARDS	As Applicable
26 24 16 PANELBOARDS	As Applicable
26 27 26 WIRING DEVICES	As Applicable
26 28 13 FUSES	As Applicable
26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS	As Applicable
26 29 13.03 MANUAL AND MAGNETIC MOTOR CONTROLLERS	As Applicable
26 32 13.13 DIESEL EMERGENCY ENGINE GENERATORS	As Applicable

26 33 53	STATIC UNINTERRUPTIBLE POWER SUPPLY	As Applicable
26 36 00	TRANSFER SWITCHES	As Applicable
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	As Applicable
26 51 19	LED INTERIOR LIGHTING	As Applicable
26 52 19	EMERGENCY AND EXIT LIGHTING	As Applicable
26 56 13	LIGHT POLES AND STANDARDS	As Applicable
26 56 19	LED EXTERIOR LIGHTING	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY		
28 31 11	DIGITAL, ADDRESSABLE FIRE ALARM AND EMERGENCY COMMUNICATIONS SYSTEM	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Lockers at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all lockers per the contract documents.
2. All locker material is to be furnished in the colors, profiles, finishes quantities, configurations, ratings, etc. as required by the contract documents. Matching specified colors and profiles will be the responsibility of this supplier and must be approved by the owner. Any impact to the cost or schedule of this project due to materials not matching those specified will be borne by this supplier.
3. Match style, material, construction and finish of locker doors.
4. Anchor locker pedestals to floor and bench in accordance with manufacturer’s recommendation and specifications.
5. Protect lockers from damage abuse, dust, dirt, stains or paint during construction.
6. Provide all attachment hardware, anchors, screws, brackets, flanges, fittings, adhesives, caulk, miscellaneous supports, etc. as required for a complete installation of lockers per the contract documents and/or per manufacturer’s recommendations.
7. Provide touch up to marred finishes or replace lockers that cannot be restored to factory finish appearance.
8. All material shall meet the performance requirements for fabrication and installation.
9. Provide all shop drawings, samples, certificates, data sheets, etc. as required by the contract documents.
10. Provide shop drawings with locations of backing or blocking requirements

GENERAL ITEMS

11. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
12. 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.
13. 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.
14. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
15. 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.
16. 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.
17. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
18. 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.

19. 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.
20. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
21. **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.
22. **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.**
23. 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:
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 - Exhibit A – (Scope of Work)
 - Exhibit B – (Bond Forms)
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 - 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. General Building Permit.
2. Cost of Dumpsters.
3. Wood Blocking by others.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 10.07 REV 1 – FLAGPOLES

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.

BASE BID – **FLAGPOLES & INSTALLATION:** \$ _____

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable
DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
10 2226 OPERABLE PARTITIONS	As Applicable
10 7500 FLAGPOLES	As Applicable
10 8200 ROOF TOP EQUIPMENT SCREENS	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS

As Applicable

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

As Applicable

DIVISION 8 – OPENINGS

As Applicable

DIVISION 9 – FINISHES

As Applicable

DIVISION 10 – SPECIALTIES

As Applicable

DIVISION 11 – EQUIPMENT

As Applicable

DIVISION 22 – PLUMBING

As Applicable

DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)

As Applicable

DIVISION 26 – ELECTRICAL

As Applicable

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

As Applicable

BID PACKAGE 06 (June 15, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

As Applicable

DIVISION 9 – FINISHES

As Applicable

DIVISION 10 – SPECIALTIES

10 7500 FLAGPOLES

COMPLETE

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **Flagpoles at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all aluminum flagpoles, including but not limited to, all foundations (including concrete), base attachments, lightning rods and all other miscellaneous components or accessories necessary for a complete functional system per the Contract Documents.
2. Provide all screws, bolts, and fasteners as required for a complete installation.
3. Provide all shipping of flagpoles to jobsite.
4. Provide all unloading, protecting and conveying of all Flagpoles as per the Contract Documents.

GENERAL ITEMS

5. 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.
6. 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.
7. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
8. 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.
9. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
10. 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.
11. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.

12. **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.
13. **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.**
14. 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:

None

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 32.01 – ASPHALT PAVING**

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.

BASE BID – ASPHALT PAVING:

1. **Heavy Duty Asphalt Paving Per 02/C9.15c and Section 32 1216 / 32 1313 of the Project Specifications:**

\$ _____

2. **Light Duty Asphalt Paving Per 02/C9.15c and Section 32 1216 / 32 1313 of the Project Specifications:**

\$ _____

TOTAL BASE BID (1+2):

\$ _____

UNIT PRICING:

UP-001: Provide aggregate base material under paving including delivery, compaction in-place, and fine grading:

\$ _____ / Cubic Yard

UP-002: Provide HEAVY DUTY asphalt paving in accordance with plan details:

\$ _____ / Square Yard

UP-003: Provide LIGHT DUTY asphalt paving in accordance with plan details:

\$ _____ / Square Yard

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.

FOREMAN | MANHATTAN

Construction Team

CNE TAHLEQUAH CASINO
MCC Project #3882

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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual

Complete

BID PACKAGE 01 (March 6, 2018)

DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 - CONCRETE	As Applicable
DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 – FINISHES	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 – EXTERIOR IMPROVEMENTS	As Applicable
Section 32 1216 ASPHALT PAVING	COMPLETE

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 –WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 –OPENINGS	As Applicable
DIVISION 9 –FINISHES	As Applicable
DIVISION 10 –SPECIALTIES	
DIVISION 11 –EQUIPMENT	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES
DIVISION 9 – FINISHES

As Applicable
As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **ASPHALT PAVING at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all “Light Duty” and “Heavy Duty” asphalt paving in accordance with section 321216, Asphalt Paving as specified, indicated, and as required.
2. Subcontractor shall receive all asphalt sub-grade from others such that the **Aggregate Base shall be blue topped to +/- 1/2 of 1-inch balanced to zero** of required sub-grade elevations. Subcontractor shall adjust (add/remove) sub-grade, compact and fine grade to specified tolerances in accordance with Division 31 specifications and as required by the soils report prior to placement of pavements. (Aggregate base furnished by Earthwork contractor.)
3. Roll and compact paving as necessary to evenly surface drain run-off to storm inlets, drains, etc. Provide handwork at tight areas and around light pole bases, bollards, etc. as required to achieve smooth and uniform paved surfaces.
4. Clean pavement area of dirt, vegetation and loose debris prior to placement of asphalt and upon completion.
5. Remove and legally dispose off-site, all related waste, excess, spoil and unacceptable materials generated from work of this contract. Excess dirt and spoils removal is to be included as part of base bid.
6. Provide all field layout required.
7. There will be no escalation/de-escalation factors for Liquid asphalt (AC) in bid. Contractor is to include any and all pending and/or unanticipated increases/decreases. No adjustments will be allowed as required per schedule.
8. All contractors are to provide and include all required components for mock-ups including their installation as indicated, specified and required.
9. Provide as applicable, all Storm Water Pollution control as most specifically indicated and as required per EPA guidelines.
10. Provide in compliance with all rules and regulations, all coordination, obtaining, and payment for all permits, licenses, testing, inspections, approvals, certifications, etc. as may be required for work of this contract including all Infrastructure Development (IDP) work.
11. Contractor shall be responsible for all required daily clean-up, protection and restoration of all public and private property during the performance of Contractor’s work. Restore areas as indicated per documents and/or in accordance with jurisdictional requirements immediately following completion of the work.
12. In accordance with local jurisdictions and to the satisfaction of the Construction Manager, provide as applicable, and on a regular bases, all required street cleaning during the course of operation of this scope of work. Clean streets as required such that roadways remain clean at all times. Provide street sweeper as needed.
13. Include at no additional cost to The Project, cleaning of first coat asphalt surface after construction use, prior to installation of final top coat asphalt surface.

GENERAL ITEMS

14. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
15. 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.
16. 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.
17. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.

18. 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.
19. 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.
20. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
21. 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.
22. 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.
23. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
24. **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.
25. **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.**
26. 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. Aggregate base.
2. Joint Sealants.
3. Curb and gutter.
4. Concrete sidewalks.
5. Concrete, Asphalt, and Heavy Duty Pavement markings.
6. Traffic, ADA/Handicap, way finding, and site code signage.

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$_____ > Savings
Description:

2. < \$_____ > Savings
Description:

3. < \$_____ > Savings
Description:

4. < \$_____ > Savings
Description:

5. < \$_____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 32.02 – SITE CONCRETE**

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.

BASE BID – SITE CONCRETE:

1. Proposed PC Concrete Sidewalk / Patio per 03/C9.05c and Section 32 1313 of the Project Specifications:

\$ _____

2. Heavy Duty Concrete Paving (Rigid) per 02/C9.15c and Section 32 1216 / 32 1313 of the Project Specifications:

\$ _____

3. Light Duty Concrete Paving (Rigid) per 02/C9.15c and Section 32 1216 / 32 1313 of the Project Specifications:

\$ _____

4. Reinforced Concrete Paving per 02/C9.15c and Section 32 1313 of the Project Specifications:

\$ _____

5. Curbs and Gutters:

\$ _____

6. Other Site Concrete Work;
Trickle Channels, Spillways, Retaining Walls, Rip Rap, Flumes, Sleeves, Bollards, Etc.

\$ _____

TOTAL BASE BID (Sum of 1 thru 6 above):

\$ _____

UNIT PRICING:

UP-001: Proposed Concrete Sidewalk as in Base Bid Item 1: \$ _____ / Square Foot

UP-002: Heavy Duty Concrete Paving as in Base Bid Item 2: \$ _____ / Square Yard

UP-003: Light Duty Concrete Paving as in Base Bid Item 3: \$ _____ / Square Yard

UP-004: Reinforced Concrete Paving as in Base Bid Item 4: \$ _____ / Square Yard

UP-005: Curbs and Gutters as in Base Bid Item 5: \$ _____ / Linear Foot

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual

Complete

BID PACKAGE 01 (March 6, 2018)

DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable

BID PACKAGE 02 (March 27, 2018)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable

BID PACKAGE 03 (April 16, 2018)

DIVISION 03 - CONCRETE	As Applicable
DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 - EXTERIOR IMPROVEMENTS	As Applicable
Section 32 1313 - Concrete Paving	COMPLETE

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 - OPENINGS	As Applicable
DIVISION 9 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	
DIVISION 11 - EQUIPMENT	As Applicable
DIVISION 22 - PLUMBING	As Applicable
DIVISION 23 - HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 - ELECTRICAL	As Applicable
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 - FINISHES	As Applicable

Terminology:

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

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 the **SITE CONCRETE at the CNE Tahlequah Casino**, Tahlequah, 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. Provide all site concrete as required by the Construction Documents. This bid package is intended to be all inclusive of labor, material, and equipment required for the site concrete work required by the contract documents for a complete project.
2. Provide all excavation, concrete, and backfill work indicated on contract documents to for all Site Concrete, including but not limited to:
 - a. Provide All sidewalks, ramps, steps, handicapped ramps with non-slip surfaces (ADA), splash blocks, etc.
 - b. Concrete associated with the cast-in-place stairs/steps, planter walls, ramps, etc.
 - c. Provide and Install all bollards. Provide all bollard footings and any specified bollard concrete fill.
 - d. All site light pole concrete bases. Install light pole anchor bolts provided by others, grout between light pole base plate and concrete base, clean and repair areas prior to grouting, and provide grout drain as required. For light poles located in paved areas, provide block-out in paving and pea gravel infill as required.
 - e. Provide Concrete Retaining Wall (Site Plan Keynotes 1.40a, 1.40b, 1.40c)
 - f. Provide Concrete Flumes
 - g. Provide Concrete Cut-off Wall at Flume Termination (Site Plan Keynotes 1.90)
 - h. Provide Rip-Rap at storm water outfalls (Site Plan Keynotes 1.91a, 1.91b)

- i. Provide Concrete Spillway (Site Plan Keynotes 1.93)
3. Provide all fine grading, concrete, and reinforcing work for all Site Concrete Paving, including but not limited to:
 - a. All concrete pavement roadways, surface lots, and drives.
 - b. All Trickle Channels
 - c. All curbs and gutters, pavement transitions, etc. as required.
4. Subcontractor shall receive all concrete paving sub-grade from others such that the **Aggregate Base shall be blue topped to +/- ½ of 1-inch balanced to zero** of required sub-grade elevations. Subcontractor shall adjust (add/remove) sub-grade, compact and fine grade to specified tolerances in accordance with Division 31 specifications and as required by the soils report prior to placement of pavements. (Aggregate base furnished by Earthwork contractor.)
5. All concrete formwork including all required bracing, supports, all supplementary formwork for construction joints, depressions, box-outs, brick ledges, block outs, expansion joints, recesses, raised areas, chamfer, and all miscellaneous formwork as required by the Construction Documents.
6. All concrete accessories including bonding agents; contraction, construction, control, expansion and isolation joints and fillers; compressible fillers, bond breakers, curing compounds, etc. as required by the Construction Documents.
7. Provide all saw-cutting of existing and new concrete pavements as required by the Construction Documents.
8. All related concrete reinforcing steel, dowels, wire mesh, lenton couplers, smooth dowels, grease, slip caps, form savers and required supports, bolsters, hangers, chairs, runners, spacers, etc. including all drilling, epoxy adhesives, etc. as required by the Construction Documents.
9. Install all anchor bolts, steel assemblies, bollards, and all embedded items or anchors including required templates. All costs to correct omitted or misplaced anchor bolts or embeds shall be borne by this contractor.
10. Provide concrete mix designs as specified. Provide all concrete materials, additives, and admixtures as required.
11. Provide all concrete finishes as required including broomed, troweled, scored, brushed, smooth form, rubbed, grout finished, rough formed, etc. and all concrete surface repairs as indicated, specified, or required.
12. In the event concrete is placed on the project, does not meet the tests or tolerances as specified, is found to be non-conforming by an independent laboratory, and C.M. is required to remove such non-conforming concrete, all costs of removal and replacement of this non-conforming concrete, including all removal and replacement of other work or materials related to the non-conforming concrete, shall be borne by this contractor.
13. Provide all concrete curing and protection as required.
14. Provide all cold or hot weather protection (for all concrete work as specified), including hot water, ice, enclosures, fog sprayers, protection, temporary heating, fire watch, etc. and maintenance therefore as necessary and required.
15. Schedule major concrete pours through the CM.
16. Provide self-contained waste concrete and concrete truck wash-out bins at location(s)/area(s) approved in writing by the Construction Manager and periodically cleaned and removed offsite no less than weekly, or as directed by CM. Additionally, upon completion, remove and legally dispose all concrete bins waste, excess, spoil and unacceptable materials from site and restore truck wash out area in accordance with documents and/or as acceptable to the CM.
17. Provide all related cutting, patching and repair as required for work in accordance with documents and jurisdictional entities. Provide patching of all pavements and components whether new, existing or temporary, including curb/gutter and sidewalk in accordance with documents, Owner and CM requirements.
18. Contractor shall be responsible to re-establish all existing grades disturbed by this work including replacement and maintenance of new sod, plantings, and irrigation systems as required at disturbed areas.
19. Provide all traffic control measures (vehicular and pedestrian), safety and security protection as needed to complete the work. This is to include all barricades, fencing, flagging, signage, flagmen, temporary striping, removal of striping, cones, or other necessary measures required to complete the work. Coordinate with CM and Owner, and get approvals for placement locations of all items.
20. Open excavations shall be barricaded and protected at all times as required by OSHA, all authorities having jurisdiction and the CM.
21. All cleanup, haul-off and legal disposal of all excess rebar, formwork, pump spoil concrete and other debris resulting from work of this Subcontract.
22. Contractor shall clean and remove all concrete spillage, drippings, laitance, dried concrete fins, etc. caused during placing of concrete or stripping of forms. All concrete work is to be broom cleaned of all debris, and broom cleaned again at completion of concrete work.
23. Provide Sch 40 PVC Sleeves as shown on Civil Site Plans. Example: Civil Site Plans Keynotes 1.33.
24. Provide concrete transformer pad(s); layout to be provided by Electrical Subcontractor. (Site Plan Keynote 1.37).
25. Provide concrete generator pad(s); layout to be provided by Electrical Subcontractor. (Site Plan Keynote 1.38).
26. Provide HVAC Equipment Pad(s); layout to be provided by HVAC Subcontractor.
27. Provide all bollards. Example Site Plan Keynote 1.39.
- 28.

GENERAL ITEMS

29. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
30. 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.
31. 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.

32. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
33. 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.
34. 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.
35. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
36. 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.
37. 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.
38. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
39. **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.
40. **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.**
41. 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. Building Concrete
2. Precast or cast-in-place concrete structures for site utilities
3. Joint sealants
4. Pavement Markings
5. Asphalt Paving

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

**BID PACKAGE – CNE Tahlequah Casino:
SCOPE PACKAGE 32.03 – Pavement Markings**

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.

BASE BID – Pavement Markings:

- 1. Site Pavement Markings: \$ _____
- 2. Site Parking / ADA Signage: \$ _____

TOTAL BASE BID (Sum of 1 thru 2 above): \$ _____

UNIT PRICING:

- UP-001: Provide additional striping \$ _____ / per linear foot
- UP-002: Provide additional handicap parking space marking \$ _____ / each
- UP-003: Provide additional handicap parking space sign \$ _____ / each

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 AFFAIRS (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 Team 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 Team and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Foreman Manhattan’s Construction Manager’s Bid Manual	Complete
<u>BID PACKAGE 01 (March 6, 2018)</u>	
DIVISION 00 – Procurement Requirements and Contracting Requirements	As Applicable
DIVISION 01 – General Requirements	As Applicable
DIVISION 03 – Concrete	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
DIVISION 32 – SITE IMPROVEMENTS	As Applicable
DIVISION 33 – UTILITIES	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable
Geotechnical Engineering Report by Building & Earth Sciences, Inc. dated January 17, 2018	As Applicable
<u>BID PACKAGE 02 (March 27, 2018)</u>	
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 22 – PLUMBING	As Applicable
DIVISION 23 – HEATING, VENTING, AND AIR CONDITIONING	As Applicable
DIVISION 26 – ELECTRICAL	As Applicable
DIVISION 31 – EARTHWORK	As Applicable
<u>BID PACKAGE 03 (April 16, 2018)</u>	
DIVISION 03 - CONCRETE	As Applicable

FOREMAN | MANHATTAN

Construction Team

CNE TAHLEQUAH CASINO
MCC Project #3882

DIVISION 04 - MASONRY	As Applicable
DIVISION 05 - METALS	As Applicable
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES	As Applicable
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	As Applicable
DIVISION 08 - OPENINGS	As Applicable
DIVISION 09 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	As Applicable
DIVISION 11 - EQUIPMENT	As Applicable

BID PACKAGE 04 (April 20, 2018)

DIVISION 32 - EXTERIOR IMPROVEMENTS	As Applicable
Section 32 1723 - Pavement Markings	COMPLETE

BID PACKAGE 05 (May 3, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 8 - OPENINGS	As Applicable
DIVISION 9 - FINISHES	As Applicable
DIVISION 10 - SPECIALTIES	
DIVISION 11 - EQUIPMENT	As Applicable
DIVISION 22 - PLUMBING	As Applicable
DIVISION 23 - HEATING VENTILATING AND AIR-CONDITIONING (HVAC)	As Applicable
DIVISION 26 - ELECTRICAL	As Applicable
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	As Applicable

BID PACKAGE 06 (June 22, 2018)

DIVISION 6 - WOODS, PLASTICS AND COMPOSITES	As Applicable
DIVISION 9 - FINISHES	As Applicable

Terminology:

Contractor and/or Subcontractor shall mean Scope Package Bidder.

Construction Manager (CM) shall mean Foreman Manhattan Construction Team.

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 the **PAVEMENT MARKINGS at the CNE Tahlequah Casino**, Tahlequah, 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. This bid package is intended to be all inclusive of labor, material, and equipment required for the pavement striping and parking/ADA signage work required by the contract documents for a complete project.
2. Provide all required pavement markings, Complete..
3. Provide all parking lot and roadway signage, complete.
4. Provide all required foundations for site signage, complete.
5. Provide all required surveying and layout for pavement markings.
6. Maintain all inlet protection, silt fence, and other erosion control measures as needed during construction.
7. Keep surrounding streets, drives, and parking areas free of dirt and debris including dust control caused or created by the work of this bid package.
8. Provide any necessary traffic control and barricades for work relative to this bid package; coordinate lane closings etc. with Construction Manager and Authorities having Jurisdiction prior to such closings.
9. Contractor shall provide all Safety for work of this package.

GENERAL ITEMS

10. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
11. 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.
12. 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.
13. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
14. 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.
15. 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.
16. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
17. 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.
18. 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.
19. Subcontractor agrees to be bound by the Welcome Package issued by the Foreman Manhattan Field staff.
20. **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.
21. **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.**
22. 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. Asphalt Paving
2. Concrete Paving
3. Joint Sealants

Value Analysis Suggestions:

Please write in the box below any suggestions for cost savings / value analysis which were discovered during the course of bidding this project, along with a dollar value for each item. VA Suggestions may be included in the criteria considered for successful subcontractor selection. Attach additional sheet(s) if necessary.

1. < \$ _____ > Savings
Description:

2. < \$ _____ > Savings
Description:

3. < \$ _____ > Savings
Description:

4. < \$ _____ > Savings
Description:

5. < \$ _____ > Savings
Description:

1. The Subcontract Agreement (including all attached and referenced Exhibits).
2. Manhattan General Provisions.
3. The Agreement between Manhattan and the Owner ("Agreement").
4. General Conditions of the Contract.
5. Supplementary and other Conditions.
6. Exhibits and Riders enumerated and attached to the Agreement.
7. All Addenda issued prior to and all modifications issued after execution of the Agreement.
8. Alternates as selected and incorporated herein.
9. Unit Prices.
10. Plans and Specifications as follows:

BIDDING & CONTRACTING REQUIREMENTS: Bid and Contracting Manual, as prepared by Manhattan Construction, dated April 23, 2018

GEOTECH REPORT: CNE Tahlequah Casino as prepared by Building & Earth (*Project No. OK170293*) dated January 17th, 2018

SPECIFICATIONS:

CNE Tahlequah Casino Bid Package 01: As prepared by James R. Childers dated March 6th, 2018
CNE Tahlequah Casino Bid Package 02: As prepared by James R. Childers dated March 27th, 2018
CNE Tahlequah Casino Bid Package 03: As prepared by James R. Childers dated April 16th, 2018
CNE Tahlequah Casino Bid Package 04: As prepared by James R. Childers dated April 20th, 2018
CNE Tahlequah Casino Bid Package 05: As prepared by James R. Childers dated May 3rd, 2018
CNE Tahlequah Casino Bid Package 06: As prepared by James R. Childers dated June 22nd, 2018

DRAWINGS:

CNE Tahlequah Casino Bid Package 01: As prepared by James R. Childers dated March 6th, 2018
CNE Tahlequah Casino Bid Package 02: As prepared by James R. Childers dated March 27th, 2018
CNE Tahlequah Casino Bid Package 03: As prepared by James R. Childers dated April 16th, 2018
CNE Tahlequah Casino Bid Package 04: As prepared by James R. Childers dated April 20th, 2018
CNE Tahlequah Casino Bid Package 05: As prepared by James R. Childers dated May 3rd, 2018
CNE Tahlequah Casino Bid Package 06: As prepared by James R. Childers dated June 22nd, 2018

SWPPP: CNE Tahlequah Casino as prepared by ADG dated March 6th, 2018

ADDENDA/AMENDMENTS:

Addendum #001: As prepared by James R. Childers dated April 9th, 2018
Addendum #002: As prepared by James R. Childers dated April 9th, 2018
Addendum #003: As prepared by James R. Childers dated April 16th, 2018
Addendum #004: As prepared by James R. Childers dated April 18th, 2018
Addendum #005: As prepared by James R. Childers dated April 27th, 2018
Addendum #006: As prepared by James R. Childers dated May 4th, 2018

Addendum #007: As prepared by James R. Childers dated May 8th, 2018
Addendum #008: As prepared by James R. Childers dated May 11th, 2018
Addendum #009: As prepared by James R. Childers dated May 14th, 2018
Addendum #010: As prepared by James R. Childers dated May 22nd, 2018
Addendum #011: As prepared by James R. Childers dated June 1st, 2018
Addendum #012: As prepared by James R. Childers dated June 8th, 2018
Addendum #013: As prepared by James R. Childers dated June 15th, 2018
Addendum #014: As prepared by James R. Childers dated July 11th, 2018
Addendum #015: As prepared by James R. Childers dated July 13th, 2018

CM CLARIFICATIONS:

CM Clarification #001:	3/27/18
CM Clarification #002:	3/28/18
CM Clarification #003:	4/6/18
CM Clarification #004:	4/9/18
CM Clarification #005:	4/16/18
CM Clarification #006:	4/19/18
CM Clarification #007:	4/25/18
CM Clarification #008:	5/7/18
CM Clarification #009:	5/23/18
CM Clarification #010:	5/25/18
CM Clarification #011:	7/11/18
CM Clarification #012:	7/16/18

***SEE ATTACHED:**

- EXHIBIT D - "CURRENT DRAWINGS" LOG, and
- EXHIBIT D - "CURRENT SPECIFICATIONS" LOG

*Logs are current through all document issues listed above (To July 10, 2018)

~ END OF EXHIBIT D ~