

McGill's Steakhouse Renovation
Bid Package 11: Bar Equipment

Specification Sections

SECTION 11 – REMOVAL AND REINSTALL BAR EQUIPMENT

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

Definition of Terms

- 1) Contractor shall mean Candor Building Solutions, LLC.
- 2) Contract Documents shall mean the Master Contract, Exhibits, and all Drawings and Specifications specified in the Master Contract and Exhibits.
- 3) Subcontractor shall mean Bidder.
- 4) Owner shall mean Cherokee Nation Entertainment
- 5) Project Team shall mean the Candor Building Solutions, LLC employees working directly on the project.
- 6) Work Package or Work shall mean the Work specified in contract Exhibit “A” (Scope of Subcontractor’s work).

Part A (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 all Stainless-Steel Die Wall Work in the bar associated with the above listed specification sections for the Cherokee Nation Entertainment Hard Rock Casio McGill’s on 19 Renovation project in accordance with the Project Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced.

- 1) Provide all submittals (including product cut sheets with MEP requirements), shop drawings (showing locations of equipment, and MEP requirements and locations), elevations and details of the required in-wall blocking, samples, test data and certified engineering design as specified within ten (10) business days of receipt of notice to proceed.
- 2) Provide communication to the Project Team for any Work requiring coordination with other trades work.
- 3) Subcontractor is to furnish manpower, materials, and equipment necessary, as required by the project schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Subcontractor falls behind due to their own fault or due to inclement weather.
 - a. Daily personnel check in with security at the North employee entrance and all deliveries of materials, tools, equipment, workers to use the south loading dock.
- 4) Deliver all components as required and in coordination with construction schedule requirements.
 - a. Coordinate and conduct work and deliveries to ensure minimum interference and to avoid delay of the work and vehicular or pedestrian traffic to permit unencumbered access to site and adjacent properties Coordinate all activities (deliveries) so no existing roads or entrance are

- blocked by delivery or installation equipment.
- 5) Any damage caused by this Subcontractor will be repaired at this Subcontractor's expense or repair damaged finishes to work in this Work Package per manufacturer recommendations and to Owner and Contractors satisfaction.
 - 6) Comply with all manufacture standards to maintain and uphold all product warranties while installing.
 - 7) The Subcontractor shall provide all material, labor, supervision, equipment, tools and supplies necessary for the removal and reinstallation of the bar equipment. Two phase project, first phase to remove and stored onsite and second phase after new bar is built.
 - 8) All caulking and sealants relative to installation as may be required for a complete installation.
 - 9) The Subcontractor shall perform initial clean up.
 - 10) The Subcontractor shall comply with all requirements of authorities having local jurisdiction.
 - 11) Subcontractor shall periodically inspect the progress of the Work for quality and conformity to Contract Documents.
 - 12) The Subcontractor shall make final adjustments and alignments as may be required to the satisfaction of the Contractor and Owner prior to final acceptance.
 - 13) Subcontractor shall include all remobilization operations required to complete the Work Package.
 - 14) Subcontractors shall clean up their Work in such a manner as to maintain safe working conditions on the project, including but not limited to excess material, lunch trash, and dirt and debris on streets and sidewalks and surrounding area. Trash shall be placed in an on-site dumpster provided by Contractor. Any waste that requires special disposal such as concrete, pavement, or hazardous waste will be disposed of by the Subcontractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster; otherwise, it is the responsibility of this Subcontractor to remove such debris from the project in an acceptable manner.
 - 15) The Subcontractor shall provide closeout documents and warranties as required by the Contractor and Contract Documents.

GENERAL ITEMS:

Safety and Security:

- 16) Comply with Contractor's safety policies and insurance requirements.
- 17) Submit daily project reports and updates to Contractor's daily while on site.
- 18) Provide safety representative to each weekly project safety meeting while onsite.
- 19) Participate in and submit weekly safety audits as required by the Contractors while onsite.
- 20) Conduct, on a weekly basis, an in-house subcontractor safety meeting including providing meeting documentation and attendance summary to Contractor the day following each weekly meeting.
- 21) Hard Hats, eye protection and vests are required at all times while onsite.
- 22) In addition to other safety requirements required elsewhere in this Work Package, this Subcontractor shall replace or restore all safety rails, guards, fences or the like, which are temporarily removed or damaged by and for the Work of this package.
- 23) Comply with all project rules and regulations including all security requirements.

Project Coordination:

- 1) Per Contractor's schedule, construction shall be performed in phases and all costs attributable therefore shall be included in this Work Package.
- 2) Provide mandatory onsite Subcontractor supervision while Work is being performed.
- 3) Subcontractor shall periodically inspect the progress of the project and attend weekly project coordination meetings prior to performing Work on the site for purposes of coordinating future Work of this Subcontractor with other trades and Contractor.
- 4) If Work involves demolition of items to be salvaged and turned over to the Owner; Subcontractor shall remove, load, transfer and unload all salvaged items to and at locations designated by the Owner or Contractor.
- 5) Coordinate all Work with the Contractor to avoid delay and/or interference with other work and to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.

- 6) The Subcontractor shall conform to Contractors' work hours. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delay days will be made up on Sunday.
- 7) Provide manpower and equipment mobilizations/remobilizations as required for the Work Package in accordance with project schedule including all phasing and interim milestone dates.
- 8) Subcontractor in performance of this Work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the Work to avoid compression (to the extent possible) for the benefit of all trades.
- 9) Provide all mock-ups as indicated and required.
- 10) Provide as applicable to the Work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling, and painting as specified, indicated, and/or required by the Owner and jurisdictional authorities.
- 11) Subcontractor shall include progressive cleanup as well as daily cleanup of all waste and debris generated by their Work, including but not limited to wet/dry mop of any surfaces or work soiled by Subcontractor and cleaning, removing, or sanding off all taping mud, grout, mortar and similar droppings from floors and other surfaces from their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled, and deposited in project dumpsters as provided by others. As required, Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein. Additionally, each Subcontractor will also be responsible for contributing personnel to a composite clean-up crew as required.
- 12) Provide, schedule and coordinate with Contractor all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry, and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
- 13) Provide as applicable to the scope of this Work Package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work Package.
- 14) Furnish, install, and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work Package activities. Restore areas to new condition per documents and/or as required by the Owner, Contractor or jurisdictional authorities to new condition immediately following completion of the Work Package.
- 15) Provide and mark, as applicable to the Work, all existing underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
- 16) Provide all field control, engineering, and layout from provided horizontal and vertical benchmarks. Benchmarks are furnished by others. This Subcontractor is to provide all major horizontal and vertical control and engineering for Work of this subcontract and layout all Work in accordance therewith. Additionally, this Subcontractor shall be responsible for all replacement(s) of any damaged benchmarks, base line control or layout.
- 17) Provide all required dewatering, pumping, bailing, squeegeeing, mopping, fans, etc. necessary to keep all work areas free of water during performance of Work. All discharge shall be in accordance with EPA guidelines or other more stringent jurisdictional and/or Owner requirements. Protect all existing and new finished surfaces from rutting, dirt, debris, stain, mold and repair all damage resulting from standing or discharged water.
- 18) Provide all temporary shoring and bracing that may be required for the Work of this package including all engineering, design and calculations stamped by a registered engineer in the State of Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid.
- 19) Provide all hoisting, material transportation, dunnage, rigging, loading, and unloading, etc. as required for the Work of this agreement.
- 20) Provide, arrange, obtain, and pay for all licenses, taps, connections, meters, and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
- 21) All deliveries are to be coordinated through the Contractor and may be restricted to nights or weekends to avoid traffic or Owner disruptions. All deliveries shall be prescheduled with Contractor to ensure that construction access is available when needed (Subcontractor is to cooperate, and work

harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated construction entrances.

- 22) Provide all safety requirements including traffic and pedestrian control (i.e., signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this Work scope.
- 23) As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.
- 24) The Subcontractor will be fully responsible for Federal ADA standards compliance in the installation of their Work. Where the Contract Documents conflict with these requirements, it is the Subcontractor's responsibility to bring these inconsistencies to the attention of the Contractor in writing for clarification by the designer prior to the installation of the Work. If any Work for this subcontract is installed contrary to the requirements of the Federal ADA, then this Subcontractor will be responsible for the cost of all Work to bring to compliance.

Administrative:

- 1) Subcontractor will be responsible for timely submission of all submittals including but not limited to daily reports, bonding, insurance, shop drawings, licenses, certificates, permits, manifests, samples, product data sheets, MSDS information, and all other submittals required by Contract Documents and Contractor's master schedule. Note: Subcontractor shall furnish all submittals, shop drawings, and samples within 10 business days of receipt of notice to proceed, as well as furnishing the required number of copies including electronic copies of all submittals in quantities as determined by Contractor.
 - a. If required, Subcontractor shall include the cost of bonds and insurance in the bid price and all bonding information shall be submitted with the executed contract.
- 2) Provide all licenses, permits, fees, and certifications and arrange for inspections and tests as required for the Work. (Coordinate all inspections and tests through Contractor). General building permit and payment for the required fee is provided by others, however, Subcontractor except as otherwise indicated, shall provide, arrange, obtain, and pay for all other required permits including trade, and similar specialty permits required by jurisdictional authorities.
- 3) Provide, arrange, obtain, and pay for all licenses, taps, connections, meters, and appurtenances, all cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e., signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this Work scope.
- 4) Any professional engineering service required by the Contract Documents for the assembly of submittals and shop drawings are the responsibility of this Subcontractor.
- 5) Provide all warranties and specialty warranties as specified.
- 6) Time is of the essence: Subcontractor acknowledge and shall be bound by the Contract prepared Schedule of Work which may be amended from time to time with initial input from the Subcontractor. Subcontractor shall promptly provide Contract or any requested scheduling information of Subcontractor's Work. Time is of the essence for both parties, and they mutually agree to see the performance of their respective Work and the work of their subcontractors and vendors so that the entire project may be completed in accordance with the Contract Documents and the Schedule of Work. The Subcontractor shall revise such Schedule of Work as the Work progresses. Subcontractor shall pay, if any, delay charges that are incurred as assessed by the Owner related to any delay Subcontractor may cause. After agreement to revise schedule, Subcontractor agrees to be bound by such revised schedule and will start on date required and complete on or before date required. Subcontractor's Work will be scheduled by the Contractor's Job Superintendent with seventy-two (72) house telephone notice.
- 7) Contractor shall always have the right to contact Subcontractor's subcontractors and suppliers to determine that they are being paid in accordance with the term of the Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Provided there is no legitimate dispute about amounts due and Subcontractor can provide sufficient documentation to Contractor's satisfaction and Subcontractor is given 24 hours' notice before any such joint check is issued. Subcontractor agrees that Contractor may, at any time, make payments due to

Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers. No action by Subcontractor shall create any relationship between Contractor and, or obligation of Contractor to, any of Subcontractor's subcontractors or suppliers.

- 8) Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or Contractor and Subcontractor shall utilize any forms received from Contractor or as applicable if no forms are given.
 - a. The supplier is responsible for paying all applicable federal, state, municipal, and local sales and use taxes if any material is not submitted per the ODPI (Owner Direct Paid Item) process noted in the Subcontractor Welcome Packet.
- 9) Pay applications are to be submitted the 20th of every month to the Contractor. Failure to submit by the 20th of the month may result in your pay application not being submitted until the following pay cycle.
 - a. Executed Contract and all required certifications, insurance, bonds, etc. must be received prior to payment of any Pay Application.
- 10) Contractors, Subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, insurance, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid for final billing until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
- 11) Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is due within 30 days of completion of scope and is to be submitted as a single hard copy package (with an electronic backup sent to the Project Team).