



April 11, 2024

Re: Fencing and Sod/Seeding Services - Housing Authority of the Cherokee Nation – Crittenden Addition, Stilwell, OK

SOLICITATION: Maska Builders, LLC is seeking bids on behalf of the Housing Authority of the Cherokee Nation from interested parties for Providing and installing perimeter fencing and sod/seeding. The project is located in Stilwell, OK at the new Crittenden Addition. To be considered a responsive/responsible bidder, the Bid Form must be fully completed. To receive preference, bidder must be TERO certified through the Cherokee Nation Tribal Employment Rights Office; proof of certification must accompany submittals. The successful bidder will be obligated to comply with Tribal rules and regulations and TERO. The successful bidder will be required to submit certified payroll with pay applications. A purchase order will be issued to the responsible Contractor who provides the lowest, most responsive bid in accordance with the HACN Procurement Policy.

Direct all bidding questions to:

Calvin Henrie, Preconstruction Manager
Maska Builders, LLC
555 N Elm St
Jenks, OK 74037
O: (918) 392-7083
F: (918) 392-7084
E: chenrie@maskabuilders.com

MANDATORY SUBMITTAL INFORMATION: The deadline for bids is April 18, 2024 at 5:00 P.M. Bids may be emailed to chenrie@maskabuilders.com. It is the bidder's responsibility to ensure delivery of bids. Bids received after the deadline will not be considered.

TRIBAL AND INDIAN PREFERENCE: Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, OK. Proof of TERO certification must be included with the bid. This bid is subject to Section 7(b) of the Indian Self Determination and Education Assistance Act, (25 U.S.C.405 e) which requires in part that to the greatest extent feasible, preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises. Cherokee Nation TERO requirements apply, including the fee of ½ of 1% of contract award. The successful bidder must complete the TERO Labor Agreement and pay all applicable fees, including \$25 per day per non-Indian employee working on this project (see Legislative Act 01-14). Please contact the TERO office at (918) 453-5334 with any questions. The successful bidder must have all fees and paperwork submitted to TERO for a contract/P.O. to be considered fully executed.

INSURANCE REQUIREMENTS: Prior to starting Work, the Subcontractor/Supplier shall procure and maintain in force insurance as described below. Certificates of Insurance to be issued on ACORD Form 25 provided by companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Owner



and Contractor are in force. Required endorsements must be included. Reference specific project in the certificate description/comments area for identification purposes. Subcontractor/Supplier shall not commence work until they have furnished two (2) copies of Certificate of Insurance to Contractor.

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Coverage form at least equal to ISO CG 00 01, latest available edition, on an occurrence basis. Subcontractor/Supplier shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor/Supplier's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor/Supplier shall obtain appropriate endorsements acceptable to Contractor as a condition of this Subcontract. The above coverage shall be written for not less than the following minimum limits:

\$1,000,000	General Aggregate (Per Project)
\$1,000,000	Each Occurrence
\$1,000,000	Products Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Owned, Hired and Non-Owned vehicles shall be written for not less than the following minimum limits:

\$1,000,000	Combined Single Limit – Per Accident
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UMBRELLA (EXCESS) LIABILITY INSURANCE: Coverage shall be excess over and be no less broad than all underlying coverages.

\$2,000,000	General Aggregate
\$2,000,000	Products – Completed Operations Aggregate
\$2,000,000	Each Occurrence

POLUTION LIABILITY INSURANCE: Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Incident

PROFESSIONAL LIABILITY INSURANCE: Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this Agreement. Professional Liability Insurance coverage shall be maintained by the Subcontractor/Supplier for not less than three (3) years beyond the completion of the project with no change in the original retroactive date. If Subcontractor/Supplier enters into an agreement with a third- party Professional Engineer for professional services provided under this Agreement, Contractor will accept evidence of Professional Liability from such Professional Engineer as fulfillment of this requirement herein. Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Claim

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:



Statutory Workers' Compensation coverage in accordance with the laws of the State of Operations.

Employer's Liability Coverage with a minimum limit of:

\$1,000,000	Bodily Injury by Accident – Each Accident
\$1,000,000	Bodily Injury by Disease – Policy Limit
\$1,000,000	Bodily Injury by Disease – Each Employee

BUILDER'S RISK INSURANCE: Builder's Risk coverage including the interests of the Subcontractor/Supplier will be provided by Owner or General Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the \$10,000 Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to the Subcontractor's work, acts or omissions, or the work, acts or omissions of any lower tier subcontractor, or any other party for whom Subcontractor may be responsible. Contractor and Subcontractor waive all rights against each other and any of their subcontractors for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance, except such rights as they must proceeds of such insurance held by the Contractor or Owner as fiduciary. Subcontractors shall require all of its subcontractors, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

CONDITIONS:

1. All Subcontractor/Suppliers, unless otherwise approved by Contractor, shall be required to carry insurance equal to that as stated above.
2. General Liability, Automobile Liability, Umbrella/Excess Liability and Pollution Liability will include Subcontractor/Suppliers officers, directors, and shareholders of Subcontractor/Supplier (or their equivalents if Subcontractor/Supplier is not a corporation), Contractor and Owner as Additional Insureds, for ongoing and completed operations on a primary and non-contributory basis, with contractual coverage and such other insurance, to the extent required by the contract documents for the Subcontractor/Supplier's Work. Additional Insured status for completed operations coverage will be maintained for a period equal to the statute of repose for the state of operations.
3. To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Subcontractor/Supplier for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation in favor of the Contractor, Owner and others as required by the Owner-Contractor Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Subcontractor/Supplier in this article, but also with respect to any other property, inland marine, liability, or other insurance the Subcontractor/Supplier may have in force that may cover the work performed for this job.
4. Subcontractor/Supplier agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverage or coverage limits, cancellation, or non-renewal of Subcontractor/Supplier policies. Subcontractor agrees to provide new, complying Certificates showing property renewal coverages and limits in force at least 10 days prior to expiration of current policies.
5. Subcontractor/Supplier shall be responsible for securing whatever fire and extended coverage Subcontractor/Supplier may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging, and trailers owned, rented, or borrowed by Subcontractor/Supplier. Contractor shall have no



liability with respect to such equipment and tools. Failure of the Subcontractor/Supplier to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor for any losses on owned, rented, or borrowed equipment.

6. The amount and types of insurance coverage required to be provided by Subcontractor/Supplier herein, including any limitation on Subcontractor/Supplier's obligation to include Contractor, Owner and others as required by the Owner-Contractor Agreement as Additional Insureds on Subcontractor/Supplier's liability policies, shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractor/Suppliers.
7. Contractor shall have no duty to Subcontractor/Supplier or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor/Supplier has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.
8. Any deductibles or retentions under Subcontractor/Supplier's policies shall be paid by, assumed by, for the account of, and at Subcontractor/Supplier's sole risk.
9. If the Subcontractor/Supplier fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor/Supplier in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor/Supplier shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor/Supplier or Contractor shall notify Subcontractor/Supplier of the cost thereof and Subcontractor/Supplier shall promptly pay such cost.
10. If Subcontractor/Supplier enters any subcontract with any lower-tier Subcontractor/Supplier, Subcontractor/Supplier shall require such lower-tier Subcontractor/Supplier to maintain insurance similar to that required of Subcontractor/Supplier under this Agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder. Contractor reserves the right to require additional limits of insurance and if, in its opinion, the Subcontractor/Supplier's work creates a special hazard at the project.

WARRANTIES/WORKMANSHIP: The contractor/subcontractor shall warranty his work against faulty materials or workmanship for a period of One (1) Year and replace same at the direction of the Housing Authority of the Cherokee Nation (HACN) at no cost to the Housing Authority of the Cherokee Nation. The one-year period shall begin on the date of the final acceptance (inspection) for the completed job by the Inspector or designer. All labor shall have a one (1) warranty.



BID PROPOSAL FORM:

Proposals for this project submitted on any other form will not be accepted.

DATE: _____

SUBMITTED BY: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

PROJECT: HACN Crittenden Addition

AGREEMENT:

- A. This proposal shall remain valid for a period of **30** days.
- B. Alternate pricing shall remain valid for a period of **60** days.
- C. A sub-contractor's written warranty will be provided and remain in effect for a period of not less than **one (1)** year after the date of the projects substantial completion unless otherwise noted.
- D. Submittals, "As built" drawings, and close out documents are included as needed and outline in the project manual.
- E. Supervision and labor will be provided in a capacity to meet or improve the project schedule as determined by Maska Builders, LLC.
- F. We have inspected the project site and existing conditions for the proposed work.

COST PROPOSAL (LUMP SUM)

A. Base bid:

I (We) propose to furnish all labor, supervision, materials, equipment, and services described in the bidding documents for the Lump Sum of:

Written Amount

Dollars \$ _____

Firm: _____

BY: _____

Title: _____

Date: _____

Corporate Seal

The base bid sum includes all transportation charges, and if this is accepted, we will execute a formal contract completely consistent with the provisions of the proposal form and all contract documents referred to here.