

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A mandatory pre-bid conference will be held for this bid package on November 20, 2019 @ 10:00 AM. This conference will be held at the Job site.

840 RR6  
Stilwell, OK 74960  
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation Property Management L.L.C. (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

All bids shall be sealed closed and delivered to Cherokee Nation Businesses at the following address:

Mail Cherokee Nation Businesses.  
ATT: Tina Jones  
777 W. Cherokee St.  
Catoosa, Ok 74015

Hand Deliver: Cherokee Nation Businesses.  
ATT: Tina Jones  
1102 S. 193rd E. Ave.  
Catoosa, Ok 74015

and designated as:

**Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion**

**Bid Package #: 2A Demolition**

Cherokee Nation Property Management or the Construction Manager expressly reserves the right to waive any formalities or minor irregularities and to reject any or all bids. Combination of Bid Packages may be subject to rejection. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

**Bids submitted must be received no later than 2:00 P.M. on December 4, 2019.**

Bids will be opened in private by Cherokee Nation Property Management and M. Ross, Inc.

3. Preparation of Bid:

- a. Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten in both words and figures. In the event of a discrepancy, words will take precedence.
- b. Bidder shall submit proposals using the prescribed forms included herein. Bidder must also include an electronic version on a USB thumb drive.

## Wilma P. Mankiller Health Clinic Expansion

- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instructions to Bidders.
- d. Each bidder will be required to fill out Cherokee Nation - Previous Work History Form.
- e. Contractor's Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached, shall accompany bid proposal. A financial statement is not required with the qualification statement; however, the bidder may be required to submit a notarized current statement within 72-hours after the bid opening. This AIA Document A305 is not required to be submitted with purchase order bids.
- f. Bidders must submit with each bid a Non -Collusion Affidavit.
- g. Bidders must submit with each bid a Business Relationship Affidavit.
- h. Bid shall be delivered in a sealed envelope clearly marked with project name, name of bidder and bid package number.
- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

### 4. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

### 5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

### 6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the

acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at [tina.jones@cnet.com](mailto:tina.jones@cnet.com). Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. Security for Faithful Performance:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. Power of Attorney:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Wilma P. Mankiller Health Clinic Expansion

11. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Pre-bid Conference

12. Not Used

13. TERO Certified Business Process:

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. Sales Tax Exemption:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. Examination of Site

Contractor shall set up an appointment with the **Project Manager, Chad Bell at M. Ross, Inc.**, phone (918)441-8633, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Demolition is January 6, 2020



# Wilma P. Mankiller Health Clinic Expansion

Stilwell, Oklahoma

## WORK PACKAGE: Existing Building Demolition

11/11/19

### SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	Complete;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;

Geotechnical Engineering Report as prepared by Building and Earth, dated Aug. 30th, 2018.

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

#### Terminology

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

### GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, safety barricades, traffic control and partitions, fees, etc. necessary to provide **Demolition and Dismantling** for the **Wilma P. Mankiller Health Clinic** - located at 840 RR6 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the demolition and removal 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 drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced. (Please note: The word “remove” when used herein shall mean demo and remove completely, including all costs for labor, disposal, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

### **BID PACKAGE SCOPE ITEMS:**

1. This bid package will require three mobilizations. (1 for Building, and 2 for Parking Lot) See attached phasing schedule for reference only.
2. Projected start date 1-6-2020
3. Remove existing building
4. Remove existing light gauge trusses and roofing between buildings. Provide protective wall to keep any materials from damaging existing building that is to remain. The demolition between the two buildings may have to be completed after hours and or weekends to not disrupt day to day Clinical operations.
5. Demolish and dispose of all concrete foundations and slabs.
6. Demolish and dispose of all curbs, sidewalks, paving, and retaining walls.
7. Demolish and dispose of the entry stairs, entry ramps, and entry canopy structures.
8. Existing Boilers will be removed by Owner prior to demolition
9. Units will have electrical service disconnected by others; this package will be responsible for all required electrical demolition and removal.
10. Demolish and remove all existing plumbing and service lines. Water and plumbing service will be

# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: Existing Building Demolition**

11/11/19

disconnected by others. All abandoned services are to be properly capped.

11. This work package is to provide all required dumpsters, temporary fence, and traffic control for this scope of work. Construction manager will provide perimeter site fence around entire job site.
12. Cleanup of any dirt or debris caused by this contractor from any paved surface or walk or building walls. Contractor to ensure that truck entering and leaving the jobsite do not soil any public roadways.
13. Provide all street/sidewalk/parking lane blocking and closures necessary 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.
14. Locate, mark, and protect all existing utilities indicated to remain.
15. 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.
16. In accordance with local jurisdictions and to the satisfaction of the CM, provide on a regular base 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.
17. Open excavations shall be barricaded, protected, and provided approved railing at all times as required by CM.
18. Saw concrete floor completely thru area at southeast waiting room around terrazzo turtle, 6'x6' area. Lift concrete and terrazzo together and turn over to CM.

#### **GENERAL SCOPE ITEMS:**

19. Authorized Contractor supervision must be onsite while work is being performed.
20. Coordinate all work with the CM to avoid any delay or interference with other work.
21. Attend weekly on-site Foreman/Safety meetings conducted by the CM.
22. Comply with all CM Safety Policies and Insurance requirements.
23. Submit daily while on site, a Daily Project Report to the CM's on-site superintendent.
24. Contractor shall submit to the CM an emergency contact list.
25. Contractor shall include daily cleanup of construction debris created by work scope including depositing into trash dumpsters. Trash Dumpster(s), dump service, and cost thereof shall be provided by this subcontractor. Additionally, Contractor agrees that no hazardous substances will be discharged or deposited in any project dumpster, on the ground or other surface, or into any drainage system. All costs for lawful off-site disposal and any necessary reclamation resulting from this Contractor's operations are the responsibility of this Contractor.
26. 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 Contractor's unpreparedness, will be paid by this Contractor.
27. Provide manpower and equipment mobilizations and remobilizations as required for the work of this agreement in accordance with project schedule including phasing and interim milestone dates.
28. Contractor agrees to expedite material deliveries and to supply adequate manpower and resources to complete work for all areas in accordance with CM's master schedule including all individual and/or phased area milestone completion dates, in order to meet the Owners completion and equipment installation dates. If inadequate progress by Contractor is evident, CM may direct Contractor to take immediate measures at no additional cost to CM or the Owner. Contractor further agrees to cooperate and work harmoniously with all trades to achieve required completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades. Provide to the CM each week, a two (2) week look-ahead schedule identifying anticipated work activities.
38. Provide all flagmen where required to position the truck for unloading and to control traffic during truck positioning. Provide barricades required for workers, pedestrians, and traffic control for material deliveries.

# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: Existing Building Demolition**

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All deliveries are to be coordinated through the CM may be restricted to nights or weekends to avoid traffic or schedule activity disruptions. All deliveries must be sized to fit within the designated construction entrances.

39. Furnish, install, and remove any temporary protection required to protect existing, all improvements, work of other trades and/or building finishes from damage from material deliveries or work activities of this Contractor. This also includes protection and proper storage of materials for this scope of work.
40. Contractor shall be responsible for all existing public and private property clean-up, protection and restoration if damaged from Contractor's work. Restore areas as indicated per documents and/or in accordance with jurisdictional requirements immediately following completion of the work.
41. Provide all hoisting, material transportation, dunnage, rigging, loading, unloading, protection thereof, etc. as required for the work of this contract.
42. In addition to other safety requirements required elsewhere in this work package, this Contractor shall replace or restore any removed safety rails, guards, fences, and protection temporarily removed or damaged by the work of this contract.
43. Contractor is responsible for all applicable sales and use taxes.
44. 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. Further, Contractor is responsible to provide all street/sidewalk/parking lane blocking and closures necessary for all applicable work 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.
45. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to allow unencumbered access to site and adjacent properties.
46. All work adjacent or near existing buildings, drives, streets, sidewalks, etc. must be pre-scheduled in advance a minimum of 14 working days through CM (or longer if so specified or required by governing authorities).
47. Any shutdown of services to Wilma P. Mankiller Health Clinic requires a 30-day notice.
48. Schedule of Values and applications for payment shall be broken down as required by the Owner and/or the CM.
49. Contractor's, lower tier Subcontractor's and Supplier's lien releases must be received monthly prior to processing for the following month's application for payment.
50. Costs for bonds shall be provided (separately stated) with your proposal. Additionally, provide cost of bonds for any applicable alternates or unit prices. All bidders with contracts greater than \$100,000 must be bondable. Bond cost shall be included in base bid.
51. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, "Indemnification", are incorporated herein by reference as if fully written out (Copies are available from the CM upon request);

CM General Provisions for Subcontracts  
Exhibit "B" Subcontract Performance and Payment bonds  
Exhibit "C" Contractors Minimum Insurance Requirements  
Exhibit "D" of Subcontract.  
Exhibit "F" Preliminary Schedule,



# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: Existing Building Demolition**

11/11/19

### **INSURANCE REQUIREMENTS**

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

(A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

### **SCOPE OF WORK EXCLUSIONS:**

1. Disconnect electrical service.
2. Disconnect plumbing/sanitary service.
3. Disconnect and removal of boilers.

BID PROPOSAL

**Wilma P. Mankiller Health Clinic Expansion  
Stilwell, Oklahoma**

BID PACKAGE #: 2A – Existing Building Demolition

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder)

To M. Ross, Inc. (“Construction Manager”) and Cherokee Nation Property Management L.L.C. (“Owner”).

The Bidder in compliance with your invitation for bids for the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion in Stilwell, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

**Bidder is aware of all Cherokee Nation TERO requirements.** In submitting the bid, it is understood that the right is reserved by the Owner and the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of *ninety (90)* days after the date of closing of same. Work is to start within Ten (10) days after receipt of NOTICE TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work permit required for non-native workers.

If the bid is for \$100,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to M. Ross, Inc., or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with M. Ross, Inc. in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.

We propose to complete this work in \_\_\_\_\_ calendar days.

**BASE PROPOSAL:**

Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

**Bond Cost:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

**Total:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

**ALTERNATE PROPOSALS:** Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

**UNIT COST:** Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

**TIME OF COMPLETION:** Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

**EXTRAS:** The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

Bidder understands that the Owner or Construction Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of

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Dollars (\$ \_\_\_\_\_) is to become the property of the Construction Manager in the event the Agreement for Construction and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Construction Manager caused thereby.

Bidder has examined copies of all contract documents and of the following addenda:

<b>Number of addenda</b>	<b>Date of addenda</b>
_____	_____
_____	_____
_____	_____
_____	_____

<b>Number of CM Clarification</b>	<b>Date CM Clarification</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Alternates:** (Note see addendum for complete alternate description and scope)

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

The Bidder certifies that they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

Respectfully submitted:

Company Name: \_\_\_\_\_

Type of Company     Individual     Corporation     Partnership     Joint Venture

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Typed or Printed Name

Title: \_\_\_\_\_

Typed or Printed Title

Signature: \_\_\_\_\_

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Federal Employers Identification Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

**Bidders Checklist:**

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

	<u>Bidder</u>
a. Required bid security in the form of (bond, or check, 5% of bid).	_____
b. Cherokee Nation - Previous Work History Form	_____
c. Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	_____
d. Non-collusion Affidavit	_____
e. Business Relationship Affidavit	_____
f. Sealed envelope clearly marked with Project name, bidder, and bid package No.	_____
g. Certificate of Insurance	_____
h. Copy of TERO Certification (if applicable)	_____
i. Copy of CDIB Card (if applicable)	_____
j. USB Thumb Drive with electronic version of bid	_____

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

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840 RR6  
Stilwell, OK 74960  
Phone: 918 441 - 8633

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and designated as:

**Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion**

**Bid Package #: 5A Structural Steel**

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## Wilma P. Mankiller Health Clinic Expansion

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- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

### 4. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

### 5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

### 6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the



acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at [tina.jones@cnet.com](mailto:tina.jones@cnet.com). Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. Security for Faithful Performance:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. Power of Attorney:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Pre-bid Conference

12. Not Used

13. TERO Certified Business Process:

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. Sales Tax Exemption:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. Examination of Site

Contractor shall set up an appointment with the **Project Manager, Chad Bell at M. Ross, Inc.**, phone (918)441-8633, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Demolition is January 6, 2020



# Wilma P. Mankiller Health Clinic Expansion

Stilwell, Oklahoma

## WORK PACKAGE # 5A Metal and Structural Steel

10/21/19

### SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	Complete;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 05 1000	- STRUCTURAL STEEL	Complete;
SECTION: 051213	- Architecturally Exposed Structural Steel (AESS).	Complete;
SECTION: 05 2100	- STEEL JOIST FRAMING	Complete;
SECTION: 05 2214	- ORNAMENTAL & MISC	Complete;
SECTION: 05 3100	- STEEL DECKING	Complete
SECTION: 05 4000	- COLD-FORMED STEEL FRAMING	Complete
SECTION: 05 5100	- METAL STAIRS	Complete;

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

#### Terminology

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

### GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide **Metal and Structural Steel** for the **Wilma P. Mankiller Health Clinic** - located at 840 RR6 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

### **BID PACKAGE SCOPE ITEMS:**

1. Include in pricing any and all mobilizations that may be required due to the canopy’s or any other tasks that may be required to be completed at a later date.
2. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption. No disruption to Council meeting (which should be three days a month and we will provide a calendar for these events) or meetings that Administration may have.
3. Review drawings extensively. Bring up any structural issues you might see with the plans before fabricating or installing material.
4. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (2) weeks after Letter of Intent.
5. All Metal and Steel Package features of work. It is the intent to have this contractor perform all work

# **Wilma P. Mankiller Health Clinic Expansion**

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### **WORK PACKAGE # 5A Metal and Structural Steel**

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- complete and as required with exception of specific items as so stated in "Scope of Work Exclusions".
6. Provide and install complete all Structural Steel in accordance with specification, "Structural Steel", as indicated and as required including but not necessarily limited to: anchor bolts, anchor bolt assemblies, sheet metal anchor bolt templates, columns, rolled steel, masonry lintels, slab opening steel, beams, tube supports, cross bracing, outriggers, headed stud anchors, concrete embeds as specified, opening frames, equipment roof frames, vestibule framing, canopy framing, roof edge continuous angles, sheer connectors, deck edges, miscellaneous angles and clips, and galvanization as required. Also provide all architectural finished steel as required and indicated.
  7. Provide welder's certification for all welders on site.
  8. A qualified rigger, signaler, and crane operator are required to be used at all times when a crane is in operation.
  9. Make sure crane is within the correct distance from electrical lines
  10. Provide and install complete all Metal Deck in accordance with specification section 053100, "Steel Decking" as indicated, and as required including by not necessarily limited to: roof deck, acoustical deck, sound absorbing insulation and its installation, rubber and steel rib closure strips at top and bottom of metal deck and sealant as required to provide weather tightness and as required to ensure concrete seepage does not occur, ridge and valley plates, finish strips, reinforcing channels, sump and receiver pans, pour stops and fillers, shear connectors, etc. as required.
  11. All miscellaneous roof deck penetration angle, roof drain framing, roof hatch framing, joist reinforcement.
  12. All roof decking connections as specified on contract documents.
  13. Provide and install complete all Metal Fabrications, Stairs, Landing and Railings components, Elevator Pit Ladders, divider beams, support for entrances and rails, hoisting beam at top of hoist way, Attic landing/stair, and ladder for access above second story addition. complete in accordance with specification DIVISION 5, METALS and as indicated and as required including, stringers, attachments, tread and risers, supports, fasteners, decking, studs, DBA as shown, etc. complete.
  14. Provide all steel framing and plate required for a complete Duct Opening assembly as detailed.
  15. Provide complete all new exterior canopy structures.
  16. Provide all connection design and calculations, including pre-submission of Engineers qualifications, as required. All required calculations and engineering as specified or indicated for connection or other design shall bear an Oklahoma Professional engineer stamp.
  17. Provide all temporary protection required to not damage adjacent work.
  18. All bolts, washers, shims, expansion bolts including drilling and epoxying, all fasteners, connection and attachment devices for securing or erecting all of the materials furnished and/or erected under this agreement.
  19. Contractor shall brace all structural steel elements as required in accordance with General Notes on documents. Subcontractor shall provide all means necessary to provide temporary bracing or shoring of structure during erection of the material called for in this agreement.
  20. All shop painting and surface preparation of steel as specified.
  21. All field touch-up painting including all welds and grinding.
  22. All miscellaneous metals and structural steel indicated or noted by the contract documents
  23. All welding rod, filler plates, shims, backer bars, temporary connections, etc. and erection appurtenances required to complete the work of this agreement.
  24. Contractor shall provide and meet all safety and 100% OSHA fall protection requirements for work of this package. This contractor shall provide all perimeter guardrail protection for elevated floor deck edges, elevated floor deck openings, balcony deck edges, etc. in such method and manner whereby perimeter/opening guardrail systems and attachments do not interfere with other work. Additionally, all guardrail shall be installed in a segmental manner thus providing for removal and replacement as

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required for subsequent contractor's work. Upon completion of work, deck guardrail protection systems shall remain in place for subsequent contractor(s) use. As necessary and for the performance of subsequent contractors' work, each subsequent contractor shall be responsible for the removal, replacement of this system or other, and maintenance thereof to meet OSHA requirements and 100% fall protection requirements. Upon determination that permanent construction or subsequent Contractors' temporary fall protection meet all OSHA fall protection requirements; the steel contractor shall load from storage, transport and provide complete removal of his perimeter guardrail protection from project. Further, provide temporary ladders for use by all trades during steel erection. Upon completion of upper deck concrete placement and upon the completion of installation of ladders as provided by others, the steel contractor shall dismantle, hoist, load, and completely remove those ladders as installed by the steel contractor.

25. Provide, maintain, and remove adequate crane erection and access roads as required for the performance of work of this package.
26. Steel Erection hoisting equipment may be placed within the building line. If the building pad is disturbed by this scope's equipment it will be this contractor's responsibility to repair the slab on grade sub base back to within 1/10<sup>th</sup> of elevation. Level 1 Slab on Grade concrete may be placed after the erection of the Structural Steel.
27. It is this Contractor responsibility to provide any required coordination drawing information for interface with other trade contractors including but not limited to embed placement drawings and other trade contractors' information for incorporation into steel shop drawings. All shop drawings and erection documents must show sufficient detail for review and be sequentially broken down in accordance with the construction schedule.
28. Furnish and install all temporary shores, guys, bracing, etc. required for erection. Remove temporary erection apparatus only upon completion or until permanent steel members achieve adequate loading requirements.
29. Install, brace and provide all safety requirements for erection of structural steel, joist, truss, metal decking and other fabricated metal items in accordance with OSHA erection standards.
30. Subcontractor shall provide its own power for welding and stud welding equipment
31. Provide all surveying, engineering and lay-out required for Contractor's work. Set and align steel in accordance with AISC tolerances and other more stringent requirements, if stipulated.
32. Subcontractor shall utilize crane mats, shoring, and/or other precautions or routes, when moving any cranes (or equipment to erect steel) to avoid damage to existing underground utilities or manholes, existing surface paving, and structures, etc. Construction manager will also provide (ONLY to the extent available) limited on-site area for shakeout and unloading of steel, with the understanding that subcontractor will cooperate with other trades within space available.
33. All items herein shall be shop fabricated and shop assembled as far as practical.

#### **General Items:**

#### **Safety:**

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

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#### **Project Coordination:**

6. Provide mandatory on-site Subcontractor supervision while work is being performed.
7. If Work involves demolition of items to be salvaged and turned over to the Owner; Bidder shall remove, load, transfer and unload all salvaged items to and at locations designated by the Owner.
8. Coordinate all work with the Construction Manager to avoid delay and/or interference with other work and to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
9. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:30 am to 4:00 pm or as otherwise required per schedule or by Cherokee Nation Property Management. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation Property Management and jurisdictional authorities.
13. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited in project dumpsters as provided by others. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation Property Management, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
18. Provide and mark as applicable to the Work, all existing above and underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
19. Provide all field engineering and layout from benchmarks and base building control. Benchmarks and baseline control is furnished by others. This contractor is responsible for replacement of any damaged benchmarks, base line control, or layout work of other trades/packages damaged or destroyed by the work of this subcontractor.
20. Provide all temporary shoring and bracing that may be required for work of this package including all engineering, design and calculations stamped by a registered engineer in the State of Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid.
21. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.

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22. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or Wilma P. Mankiller Health Clinic disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate, and work harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated construction entrances.
23. All work in existing building and work outside of construction zones where work is to be performed areas must be pre-scheduled through M. Ross, Inc. as specified, including a minimum 14 working days advanced scheduling (or longer if so specified). All areas outside of construction zones will remain operational and hard temporary partitions (drywall) are to be avoided and will not be installed.
24. 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.
25. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
26. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

#### **Administrative:**

27. Subcontractor will be responsible for timely submission of all submittals including but not limited to: daily reports, shop drawings, licenses, certificates, permits, manifests, samples, product data sheets, MSDS information, LEED requirements and all other submittals required by Contract Documents. Note: furnish the required number of copies including electronic copies of all submittals in quantities as determined by the CM.
28. Subcontractor agrees to diligently process submittals, expedite material deliveries and to supply required manpower and resources to complete work in accordance with M. Ross, Inc.' master schedule including all individual milestone dates, Owner equipment installation dates, and Owner's completion date. If progress by Subcontractor is inadequate, M. Ross, Inc. may direct Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner.
29. Provide all mock-ups as indicated and required,
30. Provide all licenses, permits, fees, and certifications and arrange for inspections and tests as required for the work. (Coordinate all inspections and tests through Construction Manager).
31. General building permit and payment for the required fee is provided by others, however, Subcontractor except as otherwise indicated, shall provide, arrange, obtain and pay for all other required permits including trade, Infrastructure Development Process, and/or similar specialty permits required by jurisdictional authorities.
32. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
33. Subcontractor is responsible for all applicable federal, state taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
34. Provide all warranties and specialty as specified.
35. Schedule of Values and Applications for Payment shall be broken down on proper AIA form as required by the Owner and/or the Construction Manager. Materials/Suppliers will have separate line item for tax exemption and will be paid directly by Owner. All suppliers invoices are to be billed to owner but turned in with your monthly billings.
36. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out



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## **Stilwell, Oklahoma**

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documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.

37. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
38. Costs for performance and payment bonds shall be stated separately but included in your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
39. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;
  - M. Ross, Inc. General Provisions for Subcontracts
  - Exhibit “B” Subcontract Performance and Payment Bonds
  - Exhibit “C” Subcontractors Minimum Insurance Requirements
  - Exhibit “D” of Subcontract;
  - Exhibit “E” Indemnification;
  - Exhibit “F” Schedule

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## **Stilwell, Oklahoma**

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#### **INSURANCE REQUIREMENTS**

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

(A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

#### **SCOPE OF WORK EXCLUSIONS:**

1. Field testing and special inspection.
2. Waterproofing of all steel below grade.
3. Felt wrapping of steel.
4. Installation of anchor bolts except those to be drilled and epoxy.
5. Sales Tax
6. Pre manufactured metal building.

BID PROPOSAL

**Wilma P. Mankiller Health Clinic Expansion  
Stilwell, Oklahoma**

BID PACKAGE #: 5A – Structural Steel

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder)

To M. Ross, Inc. (“Construction Manager”) and Cherokee Nation Property Management L.L.C. (“Owner”).

The Bidder in compliance with your invitation for bids for the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion in Stilwell, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

**Bidder is aware of all Cherokee Nation TERO requirements.** In submitting the bid, it is understood that the right is reserved by the Owner and the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of *ninety (90)* days after the date of closing of same. Work is to start within Ten (10) days after receipt of NOTICE TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work permit required for non-native workers.

If the bid is for \$100,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to M. Ross, Inc., or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with M. Ross, Inc. in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.

We propose to complete this work in \_\_\_\_\_ calendar days.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

**BASE PROPOSAL:**

Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of:

**Installation Cost:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**Material Cost:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**Bond Cost:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**Total:**

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

**ALTERNATE PROPOSALS:** Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

**UNIT COST:** Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

**TIME OF COMPLETION:** Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

**EXTRAS:** The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

Bidder understands that the Owner or Construction Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of

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Dollars (\$\_\_\_\_\_ ) is to become the property of the Construction Manager in the event the Agreement for Construction and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Construction Manager caused thereby.

Bidder has examined copies of all contract documents and of the following addenda:

<b>Number of addenda</b>	<b>Date of addenda</b>
_____	_____
_____	_____
_____	_____
_____	_____

<b>Number of CM Clarification</b>	<b>Date CM Clarification</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Alternates:** (Note see addendum for complete alternate description and scope)

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

The Bidder certifies that they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

Respectfully submitted:

Company Name: \_\_\_\_\_

Type of Company     Individual     Corporation     Partnership     Joint Venture

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Typed or Printed Name

Title: \_\_\_\_\_

Typed or Printed Title

Signature: \_\_\_\_\_

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Federal Employers Identification Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

**Bidders Checklist:**

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

	<u>Bidder</u>
a. Required bid security in the form of (bond, or check, 5% of bid).	_____
b. Cherokee Nation - Previous Work History Form	_____
c. Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	_____
d. Non-collusion Affidavit	_____
e. Business Relationship Affidavit	_____
f. Sealed envelope clearly marked with Project name, bidder, and bid package No.	_____
g. Certificate of Insurance	_____
h. Copy of TERO Certification (if applicable)	_____
i. Copy of CDIB Card (if applicable)	_____
j. USB Thumb Drive with electronic version of bid	_____

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on November 20, 2019 @ 10:00 AM. This conference will be held at the Job site.

840 RR6  
Stilwell, OK 74960  
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation Property Management L.L.C. (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

All bids shall be sealed closed and delivered to Cherokee Nation Businesses at the following address:

Mail Cherokee Nation Businesses.  
ATT: Tina Jones  
777 W. Cherokee St.  
Catoosa, Ok 74015

Hand Deliver: Cherokee Nation Businesses.  
ATT: Tina Jones  
777 W. Cherokee St.  
Catoosa, Ok 74015

and designated as:

**Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion**

**Bid Package #: 31A Rammed Aggregate Piers**

Cherokee Nation Property Management or the Construction Manager expressly reserves the right to waive any formalities or minor irregularities and to reject any or all bids. Combination of Bid Packages may be subject to rejection. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

**Bids submitted must be received no later than 2:00 P.M. on December 4, 2019.**

Bids will be opened in private by Cherokee Nation Property Management and M. Ross, Inc.

3. Preparation of Bid:

- a. Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten in both words and figures. In the event of a discrepancy, words will take precedence.
- b. Bidder shall submit proposals using the prescribed forms included herein. Bidder must also include an electronic version on a USB thumb drive.



Wilma P. Mankiller Health Clinic Expansion

- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instructions to Bidders.
- d. Each bidder will be required to fill out Cherokee Nation - Previous Work History Form.
- e. Contractor's Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached, shall accompany bid proposal. A financial statement is not required with the qualification statement; however, the bidder may be required to submit a notarized current statement within 72-hours after the bid opening. This AIA Document A305 is not required to be submitted with purchase order bids.
- f. Bidders must submit with each bid a Non -Collusion Affidavit.
- g. Bidders must submit with each bid a Business Relationship Affidavit.
- h. Bid shall be delivered in a sealed envelope clearly marked with project name, name of bidder and bid package number.
- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

4. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the

acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at [tina.jones@cnet.com](mailto:tina.jones@cnet.com). Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. Security for Faithful Performance:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. Power of Attorney:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Pre-bid Conference

12. Not Used

13. TERO Certified Business Process:

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. Sales Tax Exemption:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. Examination of Site

Contractor shall set up an appointment with the **Project Manager, Chad Bell at M. Ross, Inc.**, phone (918)441-8633, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Demolition is January 6, 2020



# Wilma P. Mankiller Health Clinic Expansion

## Stilwell, Oklahoma

### WORK PACKAGE: 31A Rammed Aggregate Piers

11/11/2019

#### SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	Complete;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
DIVISION: 31	- Stone Columns/Aggregate Piers	Complete;

Geotechnical Engineering Report as prepared by Building and Earth, dated August 30, 2018.

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

#### Terminology

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

#### GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, safety barricades and partitions, fees, etc. necessary to provide **Stone column/Aggregate piers design and installation** for the **Wilma P. Mankiller Health Clinic** - located at 840 RR6 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the all 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 drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced

#### **BID PACKAGE SCOPE ITEMS:**

1. Calculations and Design of Stone Columns/aggregate piers.
2. Include number, diameter, length and location of piers necessary to provide allowable bearing at bottom of column and wall footings of 6,000 psf.
3. Calculated long-term settlement shall not exceed 1-inch total and ½-inch differential.
4. Once building is demolished soils engineer will provide additional borings to contractor.
5. Contractor shall include additional design time for updated soils borings once existing building is removed.
6. This work package is to provide all required dumpsters, temporary fence, and traffic control for this scope of work. Construction manager will provide perimeter site fence around entire job site.
7. Cleanup of any dirt or debris caused by this contractor from any paved surface or walk or building walls. Contractor to ensure that truck entering and leaving the jobsite do not soil any public roadways.
8. Provide all street/sidewalk/parking lane blocking and closures necessary 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.
9. Locate, mark, and protect all existing utilities indicated to remain.
10. 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.
11. In accordance with local jurisdictions and to the satisfaction of the CM, provide on a regular base all

# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: 31A Rammed Aggregate Piers**

11/11/2019

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.

12. Open excavations shall be barricaded, protected, and provided approved railing at all times as required by CM.

#### **GENERAL SCOPE ITEMS:**

13. Authorized Contractor supervision must be onsite while work is being performed.
14. Coordinate all work with the CM to avoid any delay or interference with other work.
15. Attend weekly on-site Foreman/Safety meetings conducted by the CM.
16. Comply with all CM Safety Policies and Insurance requirements.
17. Submit daily while on site, a Daily Project Report to the CM's on-site superintendent.
18. Contractor shall submit to the CM an emergency contact list.
19. Contractor shall include daily cleanup of construction debris created by work scope including depositing into trash dumpsters. Trash Dumpster(s), dump service, and cost thereof shall be provided by this subcontractor. Additionally, Contractor agrees that no hazardous substances will be discharged or deposited in any project dumpster, on the ground or other surface, or into any drainage system. All costs for lawful off-site disposal and any necessary reclamation resulting from this Contractor's operations are the responsibility of this Contractor.
20. 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 Contractor's unpreparedness, will be paid by this Contractor.
21. Provide manpower and equipment mobilizations and remobilizations as required for the work of this agreement in accordance with project schedule including phasing and interim milestone dates.
22. Contractor agrees to expedite material deliveries and to supply adequate manpower and resources to complete work for all areas in accordance with CM's master schedule including all individual and/or phased area milestone completion dates, in order to meet the Owners completion and equipment installation dates. If inadequate progress by Contractor is evident, CM may direct Contractor to take immediate measures at no additional cost to CM or the Owner. Contractor further agrees to cooperate and work harmoniously with all trades to achieve required completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades. Provide to the CM each week, a two (2) week look-ahead schedule identifying anticipated work activities.
38. Provide all flagmen where required to position the truck for unloading and to control traffic during truck positioning. Provide barricades required for workers, pedestrians, and traffic control for material deliveries. All deliveries are to be coordinated through the CM may be restricted to nights or weekends to avoid traffic or schedule activity disruptions. All deliveries must be sized to fit within the designated construction entrances.
39. Furnish, install, and remove any temporary protection required to protect existing, all improvements, work of other trades and/or building finishes from damage from material deliveries or work activities of this Contractor. This also includes protection and proper storage of materials for this scope of work.
40. Contractor shall be responsible for all existing public and private property clean-up, protection and restoration if damaged from Contractor's work. Restore areas as indicated per documents and/or in accordance with jurisdictional requirements immediately following completion of the work.
41. Provide all hoisting, material transportation, dunnage, rigging, loading, unloading, protection thereof, etc. as required for the work of this contract.
42. In addition to other safety requirements required elsewhere in this work package, this Contractor shall replace or restore any removed safety rails, guards, fences, and protection temporarily removed or damaged by the work of this contract.
43. Contractor is responsible for all applicable sales and use taxes.

# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: 31A Rammed Aggregate Piers**

11/11/2019

44. 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. Further, Contractor is responsible to provide all street/sidewalk/parking lane blocking and closures necessary for all applicable work 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.
45. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to allow unencumbered access to site and adjacent properties.
46. All work adjacent or near existing buildings, drives, streets, sidewalks, etc. must be pre-scheduled in advance a minimum of 14 working days through CM (or longer if so specified or required by governing authorities).
47. Any shutdown of services to Wilma P. Mankiller Health Clinic requires a 30 day notice.
48. Schedule of Values and applications for payment shall be broken down as required by the Owner and/or the CM.
49. Contractor's, lower tier Subcontractor's and Supplier's lien releases must be received monthly prior to processing for the following month's application for payment.
50. Costs for bonds shall be provided (separately stated) with your proposal. Additionally, provide cost of bonds for any applicable alternates or unit prices. All bidders with contracts greater than \$100,000 must be bondable. Bond cost shall be included in base bid.
51. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, "Indemnification", are incorporated herein by reference as if fully written out (Copies are available from the CM upon request);
  - CM General Provisions for Subcontracts
  - Exhibit "B" Subcontract Performance and Payment bonds
  - Exhibit "C" Contractors Minimum Insurance Requirements
  - Exhibit "D" of Subcontract.
  - Exhibit "F" Preliminary Schedule,

# **Wilma P. Mankiller Health Clinic Expansion**

## **Stilwell, Oklahoma**

### **WORK PACKAGE: 31A Rammed Aggregate Piers**

11/11/2019

#### **INSURANCE REQUIREMENTS**

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

(A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

#### **SCOPE OF WORK EXCLUSIONS:**

None



BID PROPOSAL

**Wilma P. Mankiller Health Clinic Expansion  
Stilwell, Oklahoma**

BID PACKAGE #: 31A – Rammed Aggregate Piers

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder)

To M. Ross, Inc. (“Construction Manager”) and Cherokee Nation Property Management L.L.C. (“Owner”).

The Bidder in compliance with your invitation for bids for the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion in Stilwell, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

**Bidder is aware of all Cherokee Nation TERO requirements.** In submitting the bid, it is understood that the right is reserved by the Owner and the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of *ninety (90)* days after the date of closing of same. Work is to start within Ten (10) days after receipt of NOTICE TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work permit required for non-native workers.

If the bid is for \$100,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to M. Ross, Inc., or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with M. Ross, Inc. in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.

We propose to complete this work in \_\_\_\_\_ calendar days.

**BASE PROPOSAL:**

Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**Bond Cost:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**Total:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**ALTERNATE PROPOSALS:** Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

**UNIT COST:** Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

**TIME OF COMPLETION:** Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

**EXTRAS:** The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

Bidder understands that the Owner or Construction Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of

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Dollars (\$ \_\_\_\_\_) is to become the property of the Construction Manager in the event the Agreement for Construction and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Construction Manager caused thereby.

Bidder has examined copies of all contract documents and of the following addenda:

<b>Number of addenda</b>	<b>Date of addenda</b>
_____	_____
_____	_____
_____	_____
_____	_____

<b>Number of CM Clarification</b>	<b>Date CM Clarification</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Alternates:** (Note see addendum for complete alternate description and scope)

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

The Bidder certifies that they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

Respectfully submitted:

Company Name: \_\_\_\_\_

Type of Company     Individual     Corporation     Partnership     Joint Venture

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Typed or Printed Name

Title: \_\_\_\_\_

Typed or Printed Title

Signature: \_\_\_\_\_

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Federal Employers Identification Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion**

**Bidders Checklist:**

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

	<u>Bidder</u>
a. Required bid security in the form of (bond, or check, 5% of bid).	_____
b. Cherokee Nation - Previous Work History Form	_____
c. Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	_____
d. Non-collusion Affidavit	_____
e. Business Relationship Affidavit	_____
f. Sealed envelope clearly marked with Project name, bidder, and bid package No.	_____
g. Certificate of Insurance	_____
h. Copy of TERO Certification (if applicable)	_____
i. Copy of CDIB Card (if applicable)	_____
j. USB Thumb Drive with electronic version of bid	_____