

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 13, 2020 @ 10:00 AM. This conference will be held at the Job site.

471688 HWY 51
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: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

Hand Deliver: Cherokee Nation Businesses.
ATT: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 2B Earthwork

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 January 28, 2020.

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.
- 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 Amy Eubanks, Contracting Officer at Amy.Eubanks@cnent.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 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 Earthwork is February 17, 2020

Wilma P. Mankiller Health Clinic Expansion
Stilwell, Oklahoma
WORK PACKAGE # 2B
Site Clearing and Earthwork
12/17/2019

SCOPE SUMMARY:

DIVISION: 00	- Procurement and Contracting	Complete
DIVISION: 01	- GENERAL REQUIREMENTS	As Applicable
DIVISION: 314134	- Excavation/Trench and Shore	Complete
DIVISION: 323223	- Segmental Retaining Walls	As Applicable

Geotechnical Engineering Report as prepared by Building and Earth OK180172 August 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, fees, etc. necessary to provide **Site Clearing and Earthwork** 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. This bid package will require three mobilizations. (1 for Building, and 2 for Parking Lot) See attached phasing schedule for reference only.
2. Clear, grub and remove as indicated and specified all vegetation, trees, including stump and root removal. All vegetation/grubbing material to be removed from project site and lawfully dispose.
3. All demolition of existing surface and subsurface improvements as indicated. Remove all waste materials and/or unacceptable soils from project site and lawfully dispose
4. Provide temporary construction entrance at west side of property.
5. Perform all site and building earthwork and grading including cuts, undercuts, rock removal, scarifying, proof rolling, import, materials, engineered fill, stabilization, hauling and disposal, fills, backfilling, compaction and finish grading. Perform all earthwork including all handwork in accordance with identified grade contours, within indicated tolerances and as noted and specified in the Civil drawings for bid package 1, Bid Package 2, and addendums 1 and 2. Further, perform all Earthwork in accordance with and as required by the Geotechnical Engineering Report as prepared by Building and Earth OK180172 August 30th, 2018. Provide all materials including their submission, importing, placement and required compaction of approved materials to sub grade elevations as required. Refer to drawings and specifications for proper fill material and compaction.

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6. Rock excavation is defined as the excavation of hard, compacted or cemented materials that requires the use of ripping and excavating equipment larger than that defined for common excavation. Unit cost shall apply when materials are not able to be excavated with CAT 230 excavator or equal equipment. Unit cost shall include excavation, removal from site, import and compaction of specified material.
7. Cut, fill and compact all site and building pads including new concrete sidewalks and Concrete Paving, to +/- 1/10 foot of required sub-grade elevations. **(bottom of aggregate base course as required.)**
8. The Site Clearing and Earthwork Subcontractor shall provide all aggregate Base Course for Concrete Paving and associated Concrete Curb and Gutter. Aggregate Base will be provided within +/- 1/10 foot of required elevations.
9. 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.
10. 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.
11. Strip and adequately stockpile acceptable existing topsoil. Stockpile location to be coordinated with CM prior to commencement.
12. Provide Stabilized Construction Entrances and CM's parking area as required. Remove and lawfully dispose of unsuitable and/or waste materials from site upon the direction of the CM.
13. Provide, maintain, repair, replace, and remove all erosion control devices as required including all silt fence, straw bale dikes and sedimentation traps in conformance with best practice and as most specifically specified and indicate for the entire duration of project.
14. All erosion and sediment control measures and methods shall be in accordance with city of Stilwell standard specifications and standard drawings for public works construction, latest revisions.
15. Maintain temporary silt fence while until earthwork is complete. DEQ Permit by others
16. Provide, maintain and backfill all inlet sediment traps with acceptable materials, compact and re-grade adjacent and surrounding inlet areas, to sub-grade elevations prior to either lime Stabilization or topsoil placement. Remove, load, haul off site and legally dispose all accumulated silt sediment at Inlet Sedimentation Traps prior to backfill.
17. Perform all site earthwork and grading including cuts, undercuts, scarifying, proof rolling, import, materials, hauling and disposal, fills, backfilling, compaction and finish grading. Perform all earthwork in accordance with identified grade contours, within indicated tolerances, and as specified. Further, perform all site earthwork in accordance with and as required by the Geotechnical Engineering Report as listed above.
18. Provide all temporary ramps and access for excavation work. Provide and maintain during excavation work gravel wheel wash pads at the entries to the site.
19. Locate, mark, and protect all existing utilities indicated to remain.
20. Remove existing utilities indicated to be abandoned in place where encountered in excavations.
21. Furnish, install and compact in accordance with Soils Report and Specification, a Select Fill building pad to sub-grade elevations and tolerances indicated. Extend select fill layer a minimum of 5'-0" outside exterior structure wall lines and 2'-0" behind back of curb at the specified depth to required sub-grade elevations.
22. Provide (replace acceptable stockpiled material, Import as required), place and finish grade all required topsoil to depth and to finish grades as specified and indicated. Work requires a separate mobilization and may require sub-grade preparation including rework, compaction and re-grading prior to topsoil placement. Topsoil placement includes all hand work required along back of curbs, sidewalks and paving, in planters, against structures, and at all disturbed areas for sod replacement and plantings as provided by others. All topsoil material to be in conformance with specification.
23. Contractor is responsible for all related pumping, bailing, discharge and maintenance thereof including temporary drainage requirements for control of surface run-off, the prevention of ponding, and the repair to resulting damaged sub-grades.
24. Provide Dust control as required by the CM during the performance of Contractor's work.
25. 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.

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26. 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.
27. Open excavations shall be barricaded, protected, and provided approved railing at all times as required by CM.
28. Coordinate building sub-grade preparation with soils engineer and subsurface exploration report for soil material testing requirements. The cost of re-testing to confirm suitable materials shall be paid by this contractor.
29. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (2) weeks after Letter of Intent.

GENERAL SCOPE ITEMS:

30. Authorized Contractor supervision must be onsite while work is being performed.
31. Coordinate all work with the CM to avoid any delay or interference with other work.
32. Attend weekly on-site Foreman/Safety meetings conducted by the CM.
33. Comply with all CM Safety Policies and Insurance requirements.
34. Submit daily while on site, a Daily Project Report to the CM's on-site superintendent.
35. Contractor shall submit to the CM an emergency contact list.
36. 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 others. Additionally, Contractor agrees that no concrete or 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.
37. Provide coordination, assistance, and necessary access for the CM'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.
38. 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.
39. Timely submit all submittals including but not limited to: shop drawings, samples, product data sheets, MSDS information, mock-ups, and all other data as required by contract documents.
40. 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
39. 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.
40. 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.
41. 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.

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42. 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 work package.
43. Provide all hoisting, material transportation, dunnage, rigging, loading, unloading, protection thereof, etc. as required for the work of this contract.
44. 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.
45. Submit to the CM a self-performed, typewritten, pre-punch list for all work of this work package as part of Contractor's quality control procedures.
46. Contractor is responsible for all applicable sales and use taxes.
47. Contractor is responsible for all warranties as specified.
48. 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.
49. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to allow unencumbered access to site and adjacent properties.
50. 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).
51. Any shutdown of services to Health Clinic requires a 30 day notice.
52. Schedule of Values and applications for payment shall be broken down as required by the Owner and/or the CM.
53. 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.
54. 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.
55. 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,

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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. Site utilities and related earthwork.
2. Existing parking lot demolition
3. Concrete paving, curbs, and gutters
4. Retaining Walls
5. Storm Drainage
6. Storm Drainage Manholes/Inlets
7. Aggregate base material for Building Concrete Slab-on-Grades, and Sidewalk.
8. Soil and Aggregate base compaction testing fees.
9. Storm Sewer, Grated inlets, concrete flumes, slope walls.
10. All rip rap.
11. DEQ Permit

BID PROPOSAL

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

BID PACKAGE #: 2B – Earthwork

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:

_____ Dollars

(\$ _____)

Bond Cost:

_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

Cubic Yard Cost for Additional Imported and Compacted Fill that is not currently shown on drawings or addendums:

_____ Dollars

(\$ _____)

Cubic Yard Cost for Rock Excavation:

_____ 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.

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

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.

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

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:

Number of addenda	_____	Date of addenda	_____
	_____		_____
	_____		_____
	_____		_____

Number of CM Clarification	_____	Date CM Clarification	_____
	_____		_____
	_____		_____
	_____		_____

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	_____
k. Sample of your companies change order request form	_____

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 13, 2020 @ 10:00 AM. This conference will be held at the Job site.

471688 HWY 51
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: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

Hand Deliver: Cherokee Nation Businesses.
ATT: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 33A Site Utilities

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 January 28, 2020.

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 Amy Eubanks, Contracting Officer at Amy.Eubanks@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 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 Earthwork is February 17, 2020

Wilma P. Mankiller Health Center Expansion
Stilwell, Oklahoma
Bid PACKAGE # 33A
Site Utilities & Storm Sewer
12/18/2019

SCOPE SUMMARY:

DIVISION: 00	- Procurement and Contracting	Complete
DIVISION: 01	- GENERAL REQUIREMENTS	As Applicable
DIVISION: 312333	- Trenching	Complete
DIVISION: 314134	- Excavation/Trench and Shore	As Applicable
DIVISION: 330516	- Manholes	Complete
DIVISION: 330526	- Utility Line Markings	Complete
DIVISION: 330527	- Connection to Existing Utilities	Complete
DIVISION: 330533	- Plastic Pipe (Water & Sanitary Sewer)	Complete
DIVISION: 331113	- HDPE Potable Water Pipe	Complete
DIVISION: 331216	- Valves	Complete
DIVISION: 331219	- Hydrants	Complete
DIVISION: 331300	- Disinfection of Water Lines	Complete
DIVISION: 334100	- Storm Drainage	Complete

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 the contract documents or in any way list every item of work required by the contract documents for Work of this package.

Terminology

Contractor shall mean work package Bidder.
Construction Manager 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 the Site Utilities & Storm Sewer Bid Package 33A for the **Wilma P. Mankiller Health Clinic Expansion** - located at 471688 HWY 51 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 the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (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”.)

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1. This bid package will require three mobilizations. (1 for Building, and 2 for Parking Lot) See attached phasing schedule for reference only.
2. Contractor is to provide M. Ross, Inc. with complete submittals on every product covered in the Utilities and Strom Sewer Plans and Specifications. This includes Product Data and Shop Drawings, where applicable.
3. It is the intent of this package to provide all Domestic/Fire Water, Gas Service Lines, Sanitary Sewer and Storm Sewer systems, Under Ground Telephone, and required demolition as indicated for the WILMA P. MANKILLER HEALTH CENTER EXPANSION in Stilwell, OK.
4. Quantities on drawings are for reference only. Contractor is to field verify all dimension for quantities.
5. All site sanitary lines as indicated for underground sanitary sewer systems, complete.
6. All site storm lines as indicated for underground storm drainage systems, complete.
6. All site water lines as indicated for Domestic/Fire Water systems, complete.
7. Separate meter and reduced pressure zone assembly (RPZA) / back flow preventer for irrigation system.
8. All site Telephone lines as indicated. Complete
9. All storm sewer, graded inlets, concrete flumes and slope walls as required.
10. All structures including manholes, covers, grated inlets, etc. in accordance with contract documents.
11. All required site clearing, earthwork, and borings required for work of this work package including all materials, excavation and haul-off, backfill, imported and approved materials, compaction, handwork, etc. All waste soils, debris and demolished items to be removed from site and legally disposed.
12. Rock excavation is defined as the excavation of hard, compacted or cemented materials that requires the use of ripping and excavating equipment larger than that defined for common excavation. Unit cost shall apply when materials are not able to be excavated with CAT 230 excavator or equal equipment. Unit cost shall include excavation, removal from site, import and compaction of specified material.
13. Remove and replace all concrete and asphalt paving, curbs, gutters, sidewalks, walls, etc. including all saw cutting required for work of this package. All replacement to match existing.
14. Provide all concrete pads, footings, etc... associated with this scope of work.
15. Provide all hand backfill, compaction and required grading against structures, walls, curbs, curbs and gutters, sidewalks, paving and miscellaneous items, as required.
16. All trench protection measures including sheeting, shoring, and sloping as required for the work of this bid package and as required by OSHA including any temporary fencing. Provide all engineering, calculations and stamped documents as required for trenching, shoring, sheeting, sloping, and plating.
17. All requirements for Storm Water Pollution control most specifically required per documents.
18. All waste concrete and concrete truck washouts are to be confined to an approved area (approved by M. Ross, Inc. in writing). Upon completion, contractor shall remove all washout and waste material from site, legally dispose and restore area to original condition. Washout shall be confined to a plywood box with filter media. Boxes shall be cleaned as necessary to maintain proper washout procedures.

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19. Contractor shall be responsible for and re-establish all existing grades disturbed during the performance of this work.
20. All necessary temporary plating to allow vehicular/pedestrian traffic crossing over open trenches.
21. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
22. All traffic control plans and measures (vehicular and pedestrian) as required and necessary to complete the work of this package including all arrangements and payment to Authorities for street, parking lane and sidewalk closures. Also, provide all barricades, fencing, flagging, signage, flagmen, temporary striping, removal of striping, cones, or other necessary measures required to complete the work.
23. All temporary bracing, shoring and hanging of existing utilities to remain necessary to perform the work and properly protect existing facilities.
24. All utility systems are to be installed per governing authorities and shall include all utility company service and installation charges, permits and costs thereof, cleaning and sterilization, testing, inspections and required earthwork for burial, piping and fittings, connection, devices, etc. as required for complete services.
25. As required, provide all temporary piping and incidentals to maintain functioning existing utility systems for continued operation due to scheduling and phasing requirements.
26. Provide all granular/aggregate backfill required at trenches under asphalt/concrete paving, curb & gutter, and sidewalks as indicated on the contract documents.
27. Adjust all existing utility structures (vaults, valve boxes, manholes, junction boxes, clean-outs, inlets (both area and curb), and riprap, etc. to match new finish grade contours.
28. All utility systems are to include all connections, taps, adapters, meters, structures, etc. from utility service mains, connection points, etc. to a point of connection +/- 5'-0" from building structure or as required by authorities having jurisdiction.
29. Provide all structures, including manholes, junction boxes, trench drains, drain inlets, curb and area inlets including all gratings, frames and all other requirements indicated and required for complete, operable and approved systems.
30. Provide all valves, vaults, detector checks, area hydrants, post indicator valves, housings, structures, thrust blocks, lamp holes, clean-outs, collars, including concrete aprons and any and all appurtenances necessary for complete systems.
31. Contractor is responsible for all related pumping, bailing, discharge and maintenance thereof including temporary drainage requirements for control of run-off and the prevention of ponding and repair to resulting damaged sub-grades.
32. Costs for testing, obtaining samples, and data gathering as required for scope of work will be paid by this Subcontractor.
33. Coordinate as required and include as necessary, all utility company costs for utility company or agency work as necessary and required. Where utility reroute, removal, cutting, capping, or plugging is required, either perform such work or pay associated costs affiliated with work in accordance with requirements of the utility company or governmental agency having jurisdiction.

General Items:
Safety:

Wilma P. Mankiller Health Center Esxpansion
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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 and eye protection is 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.

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 7:00 am to 3:30 pm or as otherwise required per schedule. 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 WILMA P. MANKILLER HEALTH CENTER EXPANSION 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 WILMA P. MANKILLER HEALTH CENTER EXPANSION, the CM or

**Wilma P. Mankiller Health Center Esxpansion
BID PACKAGE #33A – Site Utilities & Storm Sewer**

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- jurisdictional authorities to new condition immediately following completion of the Work.
18. Provide and mark as applicable to the Work, all existing underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
 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 required dewatering, pumping, bailing, squeegeing, mopping, fans, etc. necessary to keep all work areas free of water during performance of Work. All discharge shall be in accordance with EPA guidelines or other more stringent jurisdictional and/or Owner requirements. Protect all existing and new finished surfaces from rutting, dirt, debris, stain, mold and repair all damage resulting from standing or discharged water.
 21. 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 Arkansas. All costs and fees therefore as required are to be included as a portion of the bid. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
 22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
 23. All deliveries are to be coordinated though M. Ross, Inc.. 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.
 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.
The aforementioned infection control and cleaning requirements are in addition to any other cleanup provisions contained elsewhere in this work package.
 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.

Wilma P. Mankiller Health Center Esxpansion
BID PACKAGE #33A – Site Utilities & Storm Sewer
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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, municipal and local sales and use 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 as required by the Owner and/or the Construction Manager.
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 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 as an add to 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

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. Concrete Paving as specified

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BID PACKAGE #33A – Site Utilities & Storm Sewer
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2. Concrete Curb and Gutters as specified
3. Removal and relocation of power poles and existing light poles.
4. Landscape Irrigation system (RPZA) / back flow preventer

BID PROPOSAL

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

BID PACKAGE #: 33A – Site Utilities

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:

_____ Dollars

(\$ _____)

Bond Cost:

_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

Cubic Yard Cost for Rock Excavation:

_____ 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

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

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

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:

Number of addenda	_____	Date of addenda	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

Number of CM Clarification	_____	Date CM Clarification	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

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	_____
k. Sample of your companies change order request form	_____

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 13, 2020

@ 10:00 AM. This conference will be held at the Job site.

471688 HWY 51
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: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

Hand Deliver: Cherokee Nation Businesses.
ATT: Amy Eubanks
777 W. Cherokee St.
Catoosa, Ok 74015

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 3A Concrete

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 January 28, 2020.

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.
- 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 Amy Eubanks, Contracting Officer at Amy.Eubanks@cnent.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

Wilma P. Mankiller Health Clinic Expansion

- 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 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 Concrete is March 1, 2020

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WORK PACKAGE:

3A Concrete

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SCOPE SUMMARY:

DIVISION: 00	- Procurement and Contracting	Complete
DIVISION: 01	- GENERAL REQUIREMENTS	As Applicable
DIVISION: 031100	- Concrete Forming	Complete
DIVISION: 031500	- Concrete Accessories	Complete
DIVISION: 03200	- Concrete Reinforcing	Complete
DIVISION: 032100	- Steel Reinforcement (Side Walk)	Complete
DIVISION: 033000	- Cast-In-Place Concrete	Complete
DIVISION: 033053	- Cast-In-Place Concrete (Site Work)	Complete
DIVISION: 033536	- Concrete Finishing (Site Work)	Complete
DIVISION: 034500	- Architectural Precast Concrete	Complete
DIVISION: 079200	- Joint Sealants	As Applicable
DIVISION: 314134	- Excavation/Trench and Shore	As Applicable
DIVISION: 321123	- Aggregate Base Course	Complete
DIVISION: 321313	- Concrete Paving	Complete
DIVISION: 321613	- Concrete Curb and Gutters	Complete
DIVISION: 321614	- Concrete Side Walk	Complete
DIVISION: 323223	- Segmental Retaining Walls	Complete

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 the contract documents or in any way list every item of work required by the contract documents for Work of this package.

Terminology

Contractor shall mean work package Bidder.

Construction Manager 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 the Bid Package 3A – Concrete 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 the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, pumping, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work".)

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1. This bid package will require three mobilizations. (1 for Building, and 2 for Parking Lot) See attached phasing schedule for reference only.
2. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (2) weeks after Letter of Intent.
3. All site and building concrete work complete. Including aggregate base and washed rock
4. All footings, foundations including continuous, step and spread; grade beams, tie beams, pilasters, etc; step walls and retaining walls, etc.
5. All concrete slabs on grade including thickened slabs; block-outs, pour backs, entrance stoops, etc., as indicated.
6. All miscellaneous cast-in-place concrete for retaining walls, loading docks, raised concrete curbs, housekeeping transformer and equipment pads, etc., clean-out and valve aprons, All concrete formwork, required bracing, supports, shoring, re-shoring and all supplementary formwork including void (carton) forms, construction joints, raised areas, recesses, depression or box-out forms, brick ledges, opening forms, pit forms, block-outs for expansion joint covers, and miscellaneous formwork as shown or specified. Includes formwork engineering where specified or required.
7. All concrete accessories including void forms; keyways, water stops; rustifications, chamfer reglets; dovetail slots; bonding agents; joint fillers, bond breakers, and concrete accessories as indicated, necessary and required.
8. Provide all joint sealants associated with your work.
9. All perimeter and foundation insulation indicated and required including all auxiliary materials and their installation.
10. All vapor barriers indicated and as required. Tape all joints as required in accordance with specifications.
11. All reinforcing steel, welded wire fabric, fiber reinforcement etc. required for concrete work performed under this agreement including supports and accessories per documents, ACI or CRSI requirements; and supports for on-grade rebar or WWF. Includes all dowels, dowel bar substitutes, hilti drop-in anchors, or drilling and setting of epoxy type dowels.
12. All concrete materials, additives and admixtures, as required. Furnish mix designs, samples, etc. for testing lab and approvals as specified
13. All concrete finishing in accordance with documents including all scored, sawn, tooled, polished, stamped, stained, buffed, smooth form, rubbed, and rough formed as required, indicated and/or as specified. Includes patching of all tie holes and honeycomb, de-finishing and removal of offsets as required.
14. All tooled, sawn, scored, contraction, construction, expansion and isolation joints shall be cleaned/ground/repared (horizontal and vertical) as required for uniformity prior to joint sealant installation.
15. All concrete curing and protection. Cure and protect all concrete surfaces in accordance with documents. Coordinate and provide curing materials/methods compatible with floor finish materials and waterproofing as required. Cure all slabs receiving finished products, seals, and stains in accordance with specifications and as recommended by manufacturers.
16. All hot and cold weather protection including approved additives for concrete work as specified, including hot water, ice, enclosures, heaters, fog sprayers, and protection.
17. All repair, patching, leveling or grinding of non-conforming concrete including slab tolerances or

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- finishes, and repair of any formed surface out of tolerance or because of form failure.
18. Contractor shall clean and remove all concrete spillage, drippings, laitance, dried concrete fins, etc. caused during placing of concrete or stripping of forms.
 19. Coordinate, receive, unload, inventory, store, and protect all embeds including anchor bolts and/or anchor bolt assemblies, sleeves, frames, etc. to be embedded in concrete as furnished by others. This contractor has care custody and control of all items embedded in concrete until final completion and acceptance by Owner.
 20. Layout, survey, install, support/brace and protect all embeds including those furnished by others.
 21. Provide temporary markings, protect, clean-up and repair all in/under, flush, and all items provided by others which penetrate concrete work during and following concrete placement and finishing work.
 22. Grout all base plates and anchors etc. recessed into the concrete.
 23. Provide waterproofing, felt paper wrap accessories for all anchor bolt/base plate assemblies if required or as indicated.
 24. In the event concrete placed on the project does not meet testing or tolerances as specified, is found to be non-conforming by an independent laboratory, and M. Ross, Inc. is required to remove such non-conforming concrete, all costs of removal and replacement of this non-conforming concrete, including all removal and replacement of other work or materials related to the non-conforming concrete, shall be borne by this contractor.
 25. Prepare and implement pre-pour sign off documents prior to all concrete pours. Completed forms shall be submitted to and approved by CM prior to any pour.
 26. All earthwork including excavation, rock removal, sidewalk removal, backfill, required compaction (both machine and handwork) and required backfill materials to perform work of this agreement. Perform all earth work including handwork in accordance with identified grade elevations within indicated tolerances as specified.
 27. All Concrete, Rock, and Dirt excavation and removal is work of this contractor. Including required excavation and soil removal needed at elevator pit, and all entryways.
 28. All aggregate (sand and gravel) base course beneath all concrete elements (slabs on grade, sidewalk, pavements, elevator pit, etc.)
 29. Rework, level, slope, re-compact, and fine grade all sub-grade surfaces & slabs-on-grade following completion of under-slab utilities, foundation backfill, and/or other work causing irregularities in sub-grade prior to aggregate (sand) base course placement. (Note: MEP trades will restore sub-grades to +/- 1/10th foot, including compaction of their backfill).
 30. Provide all hand excavation and backfill for work of this agreement including that required for thickened slabs and depressed areas, all edge backfill, etc.
 31. Contractor shall brace all concrete structural elements as required for backfill operations as required.
 32. Remove and legally dispose of all related earthwork waste, excess, spoil and unacceptable materials from site.
 33. Provide all additional temporary gravel roads on (or to) building pads required for work of this agreement including repair or adding aggregate (gravel) if used as a temporary road, and removal/restoration of any temporary road area when complete. Contractor is also to restore any site sub-grades rutted or disturbed by the work of this contract.
 34. Subcontractor shall utilize crane mats, shoring, and/or other precautions or routes, when moving any ground equipment/cranes to avoid damage to any existing underground utilities or manholes,

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etc., existing surface paving, and structures. Subcontractor will provide any grading and temporary roads for access for work of this subcontractor. The construction manager will also provide (to the extent available) limited on-site area for shakeout and unloading of formwork, with the understanding that subcontractor will cooperate with other trades within the space available.

35. Provide Dust and Noise control per governing authorities and as shall be required by the Construction Manager.
36. Provide all work related trench, safety, fall and rebar dowel bar protection including as required per OSHA.
37. Provide all street/sidewalk/parking/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.
38. All waste concrete and concrete truck/pump wash-out is to be confined to an area approved in advance and in writing by the CM. Provide periodic cleanup, a self contained wash-out area, disposal and restoration of concrete waste and truck washout as directed by the CM. Legally dispose all concrete waste, excess, spoil and unacceptable materials from site both periodically and upon completion.
39. All cleanup and haul-off of excess rebar, formwork, pump spoil concrete, and other debris resulting from work of this Subcontract.
40. Clean and remove all concrete spillage, drippings, laitance, dried concrete fins etc. caused during placing, stripping of forms or finishing of concrete. All slabs are to be broom cleaned of all debris, and broom cleaned again at completion of concrete work. Includes cleaning and/or protection of existing improvements from concrete splatters or drippings.
41. 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 existing Health Center or public roadways.
42. In accordance with local jurisdictions and to the satisfaction of the Construction Manager, provide on a daily basis all road/street/pavement cleaning during the course of operation for this scope of work. Clean streets as required such that roadways remain clean at all times. Provide street cleaning equipment as needed.
43. Coordinate and provide all water-stop materials as required per specification section 071310.
44. Receive, unload, inventory, store, protect and install complete all embed materials as furnished by others including anchor bolts, stair nozings, floor mat frames, etc. Contractor has care custody and control of all items embedded in concrete until final completion and acceptance by Owner.
45. Provide temporary markings, protect, clean-up and repair as required for and during performance of work, all in and under, flush and all items provided by others which penetrate concrete work.
46. Clean-up and dispose all waste, debris, trash, all detrimental soils, spills, materials and have all formwork, metal decks, pour areas of any nature inspected by the Construction Manager prior to any concrete placement.
47. Provide all concrete materials, additives and admixtures, as required.
48. Provide all concrete finishing, scoring, saw cutting, tooling, stamping and stain as indicated and specified.
49. Provide all concrete curing and protection. Coordinate and provide curing materials/methods compatible with finish floor system materials and waterproofing.
50. Provide all required concrete sealers per documents and per room finish schedules.

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51. Contractor to receive Building pad as provided by others within +/- 1/10 foot of slab, paving, sidewalk, etc. sub grade elevation. (Elevation at bottom of aggregate base course). All earthwork required to achieve foundation grades and the return of earthwork to subgrade is the responsibility of this subcontractor.
52. Remove and legally dispose of all related earthwork waste, excess, spoil and unacceptable materials from site including drilled pier spoil.
53. Open excavations shall be barricaded, protected, and provided approved railing at all times as required by OSHA and all authorities having jurisdiction.
54. In accordance with OSHA 29 CFR; 1926.752, (a) 1 and 2; and 1926.755, (b) 1 and 2, (Sub-Part R), the concrete contractor shall ensure and provide written notification as stipulated that structural concrete and anchors bolts have met all OSHA requirements therewith."
55. Provide all related joint sealants and accessories for work of this package in conformance with specification section 079000, "Joint Sealants", as indicated on documents, and as required. Additionally, provide all required joint clean-up and repair for both horizontal and vertical uniformity prior to sealant installation.
56. Contractor shall provide all Safety and 100% fall protection requirements for work of this package. With the exception of upper deck perimeter guardrail fall protection as provided by the steel contractor, this contractor shall maintain and remove all other perimeter guardrail protection in such method and manner whereby any perimeter/opening guardrail systems do not interfere with subsequent work.
57. Additionally, contractor will provide all toe boards for all upper deck and opening perimeter guardrail safety protection as provided, and as provided by the steel contractor. Additionally, Contractor during the course of operations on the project shall provide supplementation as necessary and maintain completely all perimeter guardrail safety protection.
58. Upon the determination and approval by this Contractor and the Construction Manager that permanent construction or other means of fall protection as provided by subsequent contractors meet all fall protection requirements, this contractor shall remove all or partial protection which was provided, from site.
59. Upon placement of elevated concrete on metal deck, provide OSHA approved stair and/or ladder access. Upon installation by others of permanent metal stairs, provide temporary treads, recess fillers and OSHA approved guard rail for safe stair usage. Remove and legally dispose all temporary items as required for completion of installation of permanent stairs and handrails.

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. Provide proper respiratory protection while working in confined spaces.
6. 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:

7. Provide mandatory on-site Subcontractor supervision while work is being performed.
8. 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.
9. 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.
10. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:00 am to 3:30 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.
11. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
12. 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.
13. 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 Health Clinic and jurisdictional authorities.
14. 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 at Subcontractors expense. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
15. 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
16. 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.
17. 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.
18. 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.
19. Provide and mark as applicable to the Work, all existing underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
20. 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

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destroyed by the work of this subcontractor.

21. Provide all required dewatering, pumping, bailing, squeegeing, mopping, fans, etc. necessary to keep all work areas free of water during performance of Work. All discharge shall be in accordance with EPA guidelines or other more stringent jurisdictional and/or Owner requirements. Protect all existing and new finished surfaces from rutting, dirt, debris, stain, mold and repair all damage resulting from standing or discharged water.
22. 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. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
23. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
24. All deliveries are to be coordinated through M. Ross, Inc and may be restricted to nights or weekends to avoid traffic or complex 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.
25. 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.
26. 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.
27. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
28. If applicable, provide all fuel for fuel storage tanks (fuel oil, diesel, etc.) as required for all start-up, testing and commissioning for all permanent power generating equipment indicated. Upon turnover to Owner, provide full (completely filled) fuel storage containers with appropriate fuels.

Administrative:

29. 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.
30. 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

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Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner.

31. Provide all mock-ups as indicated and required,
32. 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).
33. 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.
34. 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.
35. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
36. Provide all warranties and specialty as specified.
37. 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.
38. 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 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.
39. 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.
40. Costs for performance and payment bonds shall be stated separately as an add to 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.
41. 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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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.

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SCOPE OF WORK EXCLUSIONS:

1. Floor mat frame material to be furnished by others.
2. Stair Rail, Handrail/guard rail and fence post sleeve materials to be furnished by others.
3. Testing
4. Parking Lot Striping

BID PROPOSAL

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

BID PACKAGE #: 3A – Concrete

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:

_____ 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.

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

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:

Number of addenda	Date of addenda
_____	_____
_____	_____
_____	_____
_____	_____

Number of CM Clarification	Date CM Clarification
_____	_____
_____	_____
_____	_____
_____	_____

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	_____
k. Sample of your companies change order request form	_____