

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 22, 2020 @ 10:00 AM. This conference will be held at the Job site.

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

2. Receipt and Opening of Bids:

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

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

Mail Cherokee Nation Businesses.
ATT: 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 #: 22A Plumbing

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 February 5, 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 Tina Jones, 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

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- 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 Demolition is January 6, 2020

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SCOPE SUMMARY:

DIVISION: 00	- PROCUREMENT AND CONTRACTING REQUIREMENTS	Complete;
DIVISION: 01	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 07 8400	- PENETRATION FIRESTOPPING	As Applicable;
SECTION: 07 9005	- JOINT SEALANTS	As Applicable;
SECTION: 08 0000	- OPENINGS	As Applicable;
DIVISION: 22	- PLUMBING	Complete;
DIVISION: 23	- HEATING, VENTILATION, AIR CONDITIONING	As Applicable;
DIVISION: 26	- ELECTRICAL	As Applicable;
DIVISION: 27	- COMMUNICATIONS	As Applicable;

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 **Plumbing** for the **Cherokee Nation – Wilma P. Mankiller Health Center Expansion – 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:

Mechanical – (Plumbing Specific) Work

1. Anticipate work of this package to be performed in several phases and could be controlled by performance of other site and building work. Contractor shall be responsible for all mobilizations as required.
2. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption. Provide all plumbing work as specified in division 22 for new construction including Vacuum piping, Medical gas piping and Medical gas alarms.
3. All copper domestic water piping, cast iron vents, cast-iron roof drains and condensate drain piping for mechanical system.

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4. Provide all plumbing work as applicable to complete the Domestic Water system as specified in section 22 including all piping, equipment, insulation, fixtures, and appurtenances. (Owner provided equipment connections to be included in this bid package).
5. Provide all Plumbing work as applicable to complete the Sanitary Waste and Vent systems as specified in section 22 13 16 including all piping, equipment, insulation, fixtures, and appurtenances.
6. Provide all-natural gas service line for the Natural Gas Piping system. The Natural Gas Piping work associated with this item is to include:
 - a. All pipe, fittings, valves, and associated accessories for the Natural Gas Piping system.
 - b. All connection(s) to existing lines. All remaining natural gas piping work will be complete by this package.
 - c. Fee to utility service for natural gas tap by owner.
 - d. Owner provided equipment connections to be included in this bid package.
7. Provide and install the water softener and water heaters.
8. Provide all caulking and sealing around plumbing fixtures.
9. The plumbing work will include verifying that existing utility lines are clean and accept prior to making final connection to building systems
10. Provide rough in and final hook up for bathroom fixtures, & kitchen equipment.
11. Provide all exterior plumbing fixtures including hose bibs.
12. Provide and install floor drains, floor sinks, roof drains, electrical unit heaters, water heaters, and hose bibs.
13. This package will be responsible for providing the hook up of the water piping.
14. Furnish and install all plumbing fixtures and equipment.
15. All required fiberglass insulation, and heat trace for domestic water, roof drains, and grease waste as directed in plans and specification. This does not include any insulation that is specifically excluded in the exclusions.
16. All required coordination and tie into owner provided equipment.
17. Provide all required accessories as needed for the installation of plumbing fixtures.

General Items to be included in Plumbing Scope

1. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (2) weeks after Letter of Intent.
2. The delivery and installation of all plumbing equipment will be coordinated with the Construction Manager.
3. The provision and installation of all equipment will be compatible and integrate fully with the building automation requirements as outlined in the construction documents.
4. Protect all trees indicated to remain (no parking or material storage or temporary staging of equipment or materials within the drip lines of trees) as required by the contract documents.
5. Provide all trenching and plumbing work in accordance with and as required by the Geotechnical Engineering Report as prepared by Building and Earth, dated August 30, 2018. Provide all materials including their submission, importing, placement and required compaction of approved materials to sub grade elevations as required. Refer to specification for proper fill material and compaction.
6. Provide temporary bracing, shoring and hanging of existing utilities necessary to perform the work and properly protect existing facilities.
7. Provide all granular/aggregate backfill required at trenches under asphalt and concrete paving, curb & gutter and sidewalks as indicated on the contract documents and/or required by jurisdictional authorities.
8. Provide all demolition, haul off, and replacement of existing asphalt paving and roads required for the completion of the work including saw cuts, soil treatment, compaction, and aggregate sub base as required by the Contract Documents and jurisdictional authorities.
9. Provide all demolition, haul off, and replacement of existing concrete pavement, sidewalk, curb and gutter required for the completion of the work including saw cuts, soil treatment, compaction, and aggregate sub

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base as required by the Contract Documents and jurisdictional authorities.

10. Locate, mark and protect all existing utilities line indicated to remain. Pothole exploration will be utilized as necessary. (This will require hiring a private locator service. "CALL OKIE" is not sufficient.)
11. Load haul and legally dispose of all excess excavated, unsuitable and spoil materials.
12. Maintain, repair and replace all erosion control devices required including all silt fence, straw bale dikes and sedimentation traps, in conformance with best practice and as specified. Provide all requirements for Storm Water Pollution control as most specifically indicated and as required per EPA guidelines. The Erosion control measure will be originally installed by the demolition contractor. It will be the responsibility of this contractor to keep posted information on the SWPPP plan in the Construction Managers office. This shall be performed while this contractor is onsite.
13. Provide and coordinate all plumbing services and final connect all Equipment and all items Owner Provided and furnished under other trade sections.
14. Provide all steel hangers, framing including misc. items for attachment to structure, all supports, Unistrut etc. required for work for Division 22 Plumbing work. All hangers and supports to be prime painted or galvanized as required.
15. Provide all vibration isolation and seismic fittings/restraints as specified.
16. Provide all roof penetrations and openings including cutting and removal of metal decking. Make all openings weather and water tight, free of leaks as required for all plumbing roof work.
17. Provide weather and water tight closures for all exterior building and roof penetrations including required curbs, frames, flashing and counter flashings, trim, sleeves, pitch pans, boots, gaskets, pipe collars, pipe supports, sealants, clamps, etc. for all plumbing work.
18. Provide roofing protection for all roof related plumbing work.
19. Perform preliminary air testing prior to hydrostatic testing of all piping to avoid leakage and damage to other work or floors below during actual water testing if required.
20. Perform all system drain downs as required with no liquid discharge onto floors, adjacent spaces, floors below, or into any occupied spaces for testing. Provide bucket brigade if required or if drain down cannot be hosed to a floor drain.
21. Reclaim any contaminants and dispose of in accordance with all jurisdictional requirements.
22. Coordinate and cooperate with the mechanical, electrical and other trade work at tight and congested above ceiling areas. Provide all necessary bends, fittings, etc. as required for properly installed systems to minimize elevation and space conflicts.
23. Furnish and install all sleeves, coring, and drilling of walls and floors required for contractor's work.
24. Provide sheet metal protective covers for all exterior pipe penetrations thru slab and wall areas.
25. Provide all pipe, and equipment identification, stencils, tags, banding, etc. as specified, indicated by documents or as required by code.
26. Provide all templates, layout, drilling, and epoxy grouting required for all anchorage.
27. Provide all penetration seals, escutcheons, plate covers, and sealing required for work of this package.
28. Provide all caulking, joint sealant, and acoustical sealants for all penetrations including sealing of all Plumbing appurtenances to finished walls, countertops, and/or floor surfaces in accordance with specification 07 92 00. Subcontractor is also required to seal (including fire or acoustical) all thru wall penetrations which occur. Additionally, acoustical seal all plumbing penetrations at any STC rated walls.
29. Provide all fire safe and fire caulk penetrations in as specified in section 07 84 13 Penetration Firestopping and section 07 84 46 Fire-Resistive Joint Systems and as indicated per documents and required by code.
30. Provide "Water Resistant" pipe insulation in risers within chases that will be closed up prior to building dry-in.
31. Coordinate with Structural Steel supplier for all openings and framing required for penetrations which may be required in roofs, structural steel columns, beams and metal decking.
32. Furnish for installation by others, all secure access panels for all required Division 22 Plumbing work. In addition, Access panels are required at all locations for plumbing components requiring testing, replacement parts, maintenance, etc. behind or concealed by hard surfaces (i.e. drywall, concrete,

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masonry, etc.) and further defined by documents. (It is the ultimate responsibility of the Plumbing contractors to ensure proper size, placement and elevation of all access panels provided for their Plumbing work.)

33. Furnish all templates and back boxes to the Masonry Subcontractor to coordinate blockout/openings in mechanical room walls, if required. (It is the ultimate responsibility of the Plumbing contractors to ensure proper size, placement and elevation of all blockouts provided for their Plumbing work).
34. Provide all grouting required for equipment bases.
35. Protect all concrete and finish surfaces. Clean, if stained, all concrete and finish surfaces to the satisfaction of M. Ross, Inc. and the Owner.
36. Provide all field testing of work for specified systems

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 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 7:30 am to 4:00 pm or as otherwise required per schedule or by Health Center regulations and procedures. 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 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 at subcontractors' expense. 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,

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- 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 CM or 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 are 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 Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid.
 22. 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. Provide and comply with all Division 0 and 1 specification.
 25. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or Health Center 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.
 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. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.
 29. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Contractor's unpreparedness, will be paid by this Contractor.
 30. 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.
 31. Any shutdown of services to Cherokee Nation requires a 30 day notice.
 32. 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.

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Administrative:

33. 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.
34. 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. Failure to meet milestone or completion dates will also subject Subcontractor to a \$1,000 per calendar day damages as listed in the Instructions to Bidders.
35. Provide all mock-ups as indicated and required in specifications.
36. 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).
37. 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.
38. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances, all cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope
39. 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.
40. Provide all warranties and specialty as specified.
41. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.
42. Contractors, subcontractors and lower tier subcontractors and supplier's 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.
43. 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.
44. 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" 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. Soil and Concrete Testing. (Compaction testing of your excavations is included as with Plumbing work)
2. All Fire Suppression System as specified.
3. Irrigation water service meter, sleeves, and connection.
4. Electrical Service Line.

BID PROPOSAL

**CHEROKEE NATION Businesses
Wilma P. Mankiller Health Center Expansion**

BID PACKAGE #: 22A – Plumbing

DATE: _____

Proposal of _____ (hereinafter called Bidder)

To M. Ross, Inc. on behalf of the Cherokee Nation Businesses (hereinafter called Owner).

The Bidder in compliance with your invitation for bids for the Cherokee Nation Businesses – Wilma P. Mankiller Health Center Expansion project located 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 Businesses – Wilma P. Mankiller Health Center 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 Cherokee Nation Businesses or 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.

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

We propose to complete this work in _____ calendar days.

BASE PROPOSAL:

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

_____ Dollars

(\$ _____).

Performance and Payment Bond Cost Add \$ _____

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

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

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

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

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

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

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

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

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)

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, 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)	_____
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 22, 2020 @ 10:00 AM. This conference will be held at the Job site.

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

2. Receipt and Opening of Bids:

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

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

Mail Cherokee Nation Businesses.
ATT: 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 #: 23A Mechanical

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 February 5, 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.

Wilma P. Mankiller Health Clinic Expansion

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at 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 Demolition is January 6, 2020

**Cherokee Nation Businesses
Wilma P. Mankiller Health Center Expansion
Tahlequah, Oklahoma**

**WORK PACKAGE # 23A
Heating Ventilating and Air Conditioning
12-30-19**

SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 076200	- SHEET METAL FLASHING AND TRIM	As Applicable;
SECTION: 079005	- JOINT SEALERS	As Applicable;
DIVISION: 22	- PLUMBING	As Applicable;
DIVISION: 23	- HVAC	Complete;

In the event of a conflict or ambiguity between the following “clarifications” to the scope of Work and the contract documents, the contract documents shall control. The following “Scope Clarifications” are intended to emphasize, amplify, and clarify the Work of this package, and do not supersede 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 Mechanical Bid Package 23A – HVAC for the Wilma P. Mankiller Health Center Expansion – 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, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

BID PACKAGE SCOPE ITEMS:

1. Include in pricing any and all mobilizations that may be required due to the canopy or any other tasks that may be required to be completed at a later date.
2. See attached drawing for phasing of the existing facility.
3. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption.
4. Before bidding on this project, make sure that all questions are sent in writing. Thoroughly look through the plans and specifications to make sure that all materials are covered in your bid unless they are shown to be excluded in the “Scope of Work Exclusions” section
5. Division 23 complete to all HVAC and control work per contract.

Wilma P. Mankiller Health Center Expansion
BID PACKAGE #23A - Mechanical

6. All temperature control and instrumentation work complete (turnkey) including all raceways, low and line voltage circuitry, control interlocks and miscellaneous control wiring (power supply circuitry by Division 23). All control wiring to be in conduit including all in-wall drops from above finished ceiling to wall mounted T-stats or sensors.
7. Perform all HVAC demolition/remodel work complete including cutting, capping, removal of all applicable hangers and legal disposal off-site.
8. Furnish and install all required HVAC work (either permanent or temporary) including all ducting, equipment and appurtenances to keep and maintain
9. Reclaim any contaminants and dispose in accordance with all jurisdictional requirements. Perform all system drain downs as required with no liquid discharge onto floors, adjacent spaces, or into any occupied spaces for testing. Provide bucket brigade if required or if drain down cannot be hosed to a floor drain.
10. Reclaim any contaminants and dispose in accordance with all jurisdictional requirements.
11. Provide all exhaust/lint ducting including all roof and wall vent covers and appurtenances, complete.
12. Provide and coordinate all mechanical services and final connection all Owner furnished equipment and all items furnished under other trade sections.
13. Boiler Heater Exhaust venting as required for heater locations as indicated on Plumbing Drawings, complete.
14. All fume exhaust ducting and ventilation equipment per documents.
15. All steel hangers, framing including misc. items for attachment to structure, all supports, Unistrut etc. required for work for Division 23 HVAC work. All hangers and supports to be primed painted, galvanized or as required.
16. All vibration isolation and seismic fittings/restraints as required.
17. Provide all smoke detectors as required.
18. Provide all smoke and fire dampers as required.
19. Provide all roof penetrations and openings including cutting and removal of metal decking. Make all openings weather and water tight, free of leaks as required for all HVAC mechanical roof work.
20. Provide weather and water tight closures for all exterior building and roof penetrations including required curbs, frames, flashing and counter flashings, trim, sleeves, pitch pans, boots, gaskets, pipe collars, pipe supports, sealants, clamps, etc. for all mechanical work.
21. Provide roofing protection for all roof related mechanical work.
22. Perform preliminary air testing prior to any hydrostatic testing of any HVAC piping to avoid leakage and damage to existing and other work during actual water testing if required.
23. Provide temporary filters for HVAC equipment temporarily operated during construction, (change or clean when needed or as directed by the CM). Provide temporary filter material at returns; change as directed by CM.
24. Provide all testing and balancing as required and specified. Provide new set of filters prior to test and balance work.
25. Protect infiltration of dust and debris during shipping and delivery by covering both ends.
26. Seal grills, diffusers, louvers, open duct ends, etc. and cover and protect all mechanical equipment stored or set in place to prevent dirt and dust accumulation in interiors of equipment and ducts during sanding of sheet rock, similar dirty work operations and at the end of each day. Clean ductwork and equipment soiled during construction.
27. Provide temporary conditioned and controlled air as required per schedule for finishing operations if permanent systems are not operable.
28. Provide all pipe, duct and equipment identification, stencils, tags, banding, etc. as specified, indicated by documents or as required by code.
29. Provide all templates, layout, drilling, and grouting (epoxy as necessary) where required for all anchorage of any equipment.

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #23A - Mechanical**

30. Provide all penetration seals, escutcheons, plate covers, and sealing required for work of this package.
31. Furnish and install all sleeves, coring, and drilling of walls and/or floors required for contractor's work.
32. Provide caulking and acoustical sealants for all penetrations including sealing plumbing fixtures to finished walls, countertops, and/or floor surfaces in accordance with Division 07. Subcontractor is also required to seal (including fire or acoustical) all penetrations thru walls which occur.
33. Fire safe and fire caulk penetrations in accordance with specifications Division 7, as indicated per drawings, and as required by code.
34. Coordinate and cooperate with the electrical and other trade work at tight and congested above ceiling areas. Provide all necessary bends, fittings, etc. as required for properly installed systems to minimize elevation and space conflicts.
35. Provide all motors, starters and disconnects specified to be furnished with Division 23 HVAC equipment.
36. Provide diesel welders for work of this subcontract. Temporary electrical for welders will not be available.
37. Coordinate with Structural Steel supplier for all openings and framing required for penetrations which may be required in roofs, structural steel columns, beams and metal decking.
38. Furnish for installation by others, all secure access panels for all required Division 23 HVAC work. In addition, Access panels are required at all locations for mechanical components requiring testing, replacement parts, maintenance, etc. behind or concealed by hard surfaces (i.e. drywall, concrete, masonry, etc.) and further defined by documents.
39. Provide all curbs for mounted equipment (ship curbs early) as may be required or as recommended or required by equipment manufacturer.
40. Provide all grouting required for equipment bases.
41. Protect all concrete and finish surfaces. Clean if stained, all concrete and finish surfaces to the satisfaction of M. Ross, Inc. and the Owner.
42. All HVAC system chlorination, disinfection, and chemical treatment, as required.
43. All field testing of work of systems specified.
44. Provide mechanical and electrical coordinator as specified. Includes providing coordination drawings and incorporation of other trades information, and Owner trades
45. All vibration isolation and seismic restraints as specified.
46. All roof mounted equipment is to come complete including roof curbs (ship curbs early)
47. All temperature controls and instrumentation work, including all conduit and wiring for low voltage and line voltage thermostats etc., and control interlocks and miscellaneous control wiring (power supply wiring only is by Division 26). All exposed control wiring must be in conduit, and all in wall drops from above the ceiling to a wall T-stat or sensor must also be in conduit (complete rough-in prior to wall closeup.
48. Include extended warranties for equipment used for temporary HVAC and other services.
49. All testing and balancing as specified. Provide new set of filters prior to test and balance work
50. Seal grills, open duct ends etc to prevent dirt and dust from interior of ducts during sheet rock sanding and similar dirty work. Remove when directed by the CM. Clean any ductwork soiled during construction. Any equipment set in place in the equipment rooms or other areas prior to application of fireproofing or drywall sanding (or similar dirty work) will need to be covered and protected by this contractor.
51. All control and interlock wiring specifically noted on the Division 23 documents.
52. All loose starters and disconnects that is specified to come with Division 23 equipment
53. Furnish and install all penetration seals, escutcheons, plate covers, and caulking, as required by the documents.

Wilma P. Mankiller Health Center Expansion BID PACKAGE #23A - Mechanical

54. All pipe and equipment identification, stencils, tags, banding etc as specified or required by code, or the documents.
55. All field testing of work and systems as specified, including test & startup, commissioning, Owner training, record drawings, O&M manuals, etc as specified.
56. All pipe hangers as specified, including specified seismic requirements. All steel hangers or angles etc. are to be prime painted or galvanized.
57. All hangers and misc. steel, angles etc. as required to attach to steel structure or bar joists.
58. Furnish and install all wall and floor sleeves, including caulking, firesafing and fire caulking. Subcontractor is also required to seal (fire or acoustical) any penetrations of walls that occur after drywall is complete. Includes acoustical sealing of penetrations at any STC rated walls. Seal both sides of wall penetrations.
59. All motors and starters specified to be furnished with Division 23 equipment.
60. All blank offs and insulation of unused louver areas.
61. All testing and balancing as specified.
62. Furnish all required access panels required in walls or hard ceilings for the work of Division 23.
63. Provide roof curbs for all division 23 roof mounted equipment in accordance with Division 7.
64. Provide mechanical and electrical coordinator as specified. Includes providing coordination drawings and incorporation of other trades information, and Owner trades (IE pneumatic tube).
65. All flashings, counter flashings and pitch pans for any Division 23 roof fan or pipe penetrations. See plan details as applicable to this work package
66. Include extended warranties for equipment used for temporary HVAC and other services.
67. All testing and balancing as specified. Provide new set of filters prior to test and balance work
68. Furnish and install smoke detectors in ductwork as specified and noted. Coordinate with the fire alarm contractor.
69. Provide specs and cut sheets on any cast-in-place devices, sleeves, drains, or hanger anchors, and a shop drawing showing dimensioned locations of all such devices so that these items can be coordinated with the reinforcing steel and post tensioning cables
70. Provide diesel welders for work of this subcontract.
71. All variable frequency drives, installed and mounted in place, including isolation transformers (Division 26 will wire).

General Items:

Safety:

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

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

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BID PACKAGE #23A - Mechanical

to 4:00 pm or as otherwise required per schedule or by Cherokee Nation. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.

10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation and jurisdictional authorities.
13. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited in project dumpsters as provided by others. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
18. Provide and mark as applicable to the Work, all existing 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 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.
22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #23A - Mechanical**

23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or hospital 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.
24. 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.
25. 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.
26. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
27. 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.
28. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

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 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. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances, all cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope
35. 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.
36. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes.

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #23A - Mechanical**

37. Provide all warranties and specialty as specified.
38. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.
39. 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.
40. 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.
41. 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.
42. 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

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #23A - Mechanical**

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. Soils testing
2. General Building Permit Fees.
3. Painting, except as specified. See Division 9 for painting.
4. Electrical, except for controls hereinafter specified. See Division 26 for electrical

BID PROPOSAL

**CHEROKEE NATION Businesses
Wilma P. Mankiller Health Center Expansion**

BID PACKAGE #: 23A – Mechanical

DATE: _____

Proposal of _____ (hereinafter called Bidder)

To M. Ross, Inc. on behalf of the Cherokee Nation Businesses (hereinafter called Owner).

The Bidder in compliance with your invitation for bids for the Cherokee Nation Businesses – Wilma P. Mankiller Health Center Expansion project located 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 Businesses – Wilma P. Mankiller Health Center 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 Cherokee Nation Businesses or 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.

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

We propose to complete this work in _____ calendar days.

BASE PROPOSAL:

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

_____ Dollars

(\$ _____).

Performance and Payment Bond Cost Add \$_____

Total Bid \$_____

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

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

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

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

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

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

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

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

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)

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: _____

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, 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)	_____
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 22, 2020 @ 10:00 AM. This conference will be held at the Job site.

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

2. Receipt and Opening of Bids:

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

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

Mail Cherokee Nation Businesses.
ATT: 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 #: 26A Electrical

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 February 5, 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.

Wilma P. Mankiller Health Clinic Expansion

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at 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 Demolition is January 6, 2020

**Cherokee Nation Businesses
Wilma P. Mankiller Health Center Expansion
Stilwell, Oklahoma**

WORK PACKAGE # 26A

Electrical

12/30/19

SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	Applicable;
SECTION: 076200	- SHEET METAL FLASHING AND TRIM	As Applicable;
DIVISION: 8	- OPENINGS	As Applicable;
DIVISION: 10	- SPECIALTIES	As Applicable;
DIVISION: 21	- FIRE SUPPRESSION	As Applicable;
DIVISION: 22	- PLUMBING	As Applicable;
DIVISION: 23	- HVAC	As Applicable;
DIVISION: 26	- ELECTRICAL	Complete;
DIVISION: 27	- LOW VOLTAGE COMMUNICATIONS SYSTEMS	As Applicable;
DIVISION: 28	- ELECTRICAL SAFETY AND SECURITY	Complete;

In the event of a conflict or ambiguity between the following “clarifications” to the scope of Work and the contract documents, the contract documents shall control. The following “Scope Clarifications” are intended to emphasize, amplify, and clarify the Work of this package, and do not supersede 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 Electrical Bid Package 26A for the Cherokee Nation businesses - Wilma P. Mankiller Health Center Expansion. 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, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

1. Include in pricing any and all mobilizations that may be required due to the canopy or any other tasks that may be required to be completed at a later date
2. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption
3. Before bidding on this project, make sure that all questions are sent in writing. Thoroughly look through the plans and specifications to make sure that all materials are covered in your bid unless they are shown to be excluded in the “Scope of Work Exclusions” section

Wilma P. Mankiller Health Center Expansion BID PACKAGE #26A - Electrical

4. All electrical work complete per contract documents and applicable codes.
5. Fire Alarm system, complete, including all interface with automatic doors and fire/smoke dampers including all control and interlock circuitry wiring as required, specified and as indicated
6. All building grounding systems complete as indicated.
7. Run all wiring required for the system on the exterior of the building.
8. All secondary power circuitry, connections and appurtenances as required from either local power company transformers or on-site switchboards.
9. All Clock Systems complete as indicated and required.
10. All Communications and Data System conduit, boxes, and pull strings for low voltage communications cabling.
11. All cable trays.
12. Provide any disconnects necessary at existing electric.
13. All Electrical building and site demolition including removal of electric lines as shown.
14. Disconnect and make safe all electrical running to the existing panels.
15. Provide all required attachments, hangers, supports, clips, plywood backboards, etc. required for all cabling, equipment and materials as indicated and specified.
16. Provide all coordination, necessary interface and integration components complete between and with all other applicable specification sections and bid packages taking into account all requirements indicated or not, and as required by jurisdictional authorities to make complete, functional, operational, tested and approved Temperature controls, Fire Alarm, Clock, complete.
17. All control raceways and interlock wiring, complete.
18. Provide all loose starters and disconnects not specified to come with Division 23 equipment.
19. Provide all Lighting controls, per Division 26 and the Construction Documents.
20. Provide rough-in, hard wire hook-ups or outlets, and provide final connections to all Owner furnished equipment and all items furnished under other trade sections.
21. All hangers, clips, bracing, racks, struts, seismic, and all other supports for new electrical and relocated, and existing electrical systems and their components as required and/or as indicated and specified. All steel hangers, angle framing, strut angles etc. furnished and installed as part of division 26 work must be prime painted (galvanized as required) and touched up by division 26 (finish painting by others).
22. All demolition and tie-in work to be coordinated and scheduled through M. Ross, Inc. and the Owner to avoid shutdown of existing services (Any shutdowns or tie-ins must be prescheduled 14 days in advance).
23. Furnish and install all required permanent and/or temporary electrical and required low voltage systems including removal of all temporary, to keep and maintain uninterrupted operation of all existing building systems during construction for all other areas outside of contract limits.
24. Subcontractor is required to provide necessary protection for existing work including protection or barricades for public safety. Additionally, immediate clean-up all debris will be required to work outside the construction perimeter or if deemed necessary by the Construction Manager.
25. Provide all cutting/drilling of existing roof, floors, walls and ceilings required for installation of conduits including sleeves, caulking, and fire-caulking.
26. Waterproof and seal all exterior roof, wall, and slab conduit penetrations.
27. Coordinate and cooperate with the plumbing and HVAC Subcontractors at tight/congested overhead spaces. Cable trays/J Hooks must be offset or relocated so it does not cover up any existing or new electrical junction boxes or block access to ductwork or existing systems
28. Provide adequate building temporary power and temporary lighting as needed. Lighting level must be adequate to support work activities on cloudy days or at night – “OSHA minimum is not acceptable” – there must be a minimum of 1 light in each room). Remove building temporary lighting & power when directed by the CM. Provide CM with a weekly ground fault inspection log. Includes maintenance and lamp replacement.

Wilma P. Mankiller Health Center Expansion
BID PACKAGE #26A - Electrical

29. All excavation, backfill and bedding materials, backfill, handwork and compaction as required for work performance in accordance with Division 2 specification sections. Remove and legally dispose all excess soils, spoil materials, and/or rock offsite. Restore all building or site sub-grade rutted or disturbed in resulting from performance of work including grade restoration to +/- 1/10th foot.
30. All conduit and equipment identification, labels, stencils, tags, banding etc. required by code or per documents.
31. All wall sleeves including caulking, fire safing and fire caulking or acoustical sealing of penetrations at any STC and fire/smoke rated walls. Seal both sides of all wall penetrations. All work shall be in accordance with specifications Division 7. Subcontractor is also required to seal (fire or acoustical) any penetrations of walls which occur after drywall is complete.
32. Provide all interconnecting raceways and circuitry for all electronic door hardware. Provide all conduit, line power and low voltage wiring to and from power supplies to door operators and wall switches, push plates and hold open devices. Coordinate with Division 8.
33. Provide electric to all magnetic door hold opens required.
34. All under-counter millwork lighting and wiring rough-in in millwork chases. Including electrical, data and telephone receptacles at indicated locations.
35. All conduit and fixture hangers as specified, including vibration and seismic restraints as required and any framing, supports or Unistrut required for work of division 26. All steel hangers or angles are to be prime painted.
36. All flashings, counter-flashings and pitch pans for any Division 26 roof penetrations.
37. Coordinate and locate all junction boxes to be fully accessible. Relocate junction boxes if above ductwork or cable trays. Likewise cable trays must be located so not to block access to junction boxes or other items requiring maintenance access.
38. Provide an OSHA approved fire extinguisher in all panel rooms and provide CM with a weekly inspection log.
39. Provide access panels required in walls or hard ceilings for work of Division 26.
40. Authorized Subcontractor supervision must be onsite while work is being performed.
41. Coordinate and conduct work to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
42. All electrical work complete per contract documents and applicable codes.
43. All communication, Clock System, Public Address and intercom systems, complete in accordance with documents.
44. All fire alarm work including all interface with any automatic doors and fire/smoke detectors and dampers including all control and interlock circuitry wiring as required, specified and as indicated on Division 26 documents.
45. All temporary electrical work as described herein, including but not limited to:
 - a. Coordinate and pay all, fees, permits, installation charges
 - b. Provide and maintain adequate temporary power and lighting complete electrical system for building addition including power and lighting provisions for shift work. Provide 120/208 Volt, single phase, 100 amp service grid including all raceways, circuitry, disconnects, transformers, backboards and structures, outlets and connections, GFI receptacles, etc., complete for each building addition as required for hand tools and for no more than 100 foot electrical cord usage. Provide temporary lighting levels adequate to support work activities on cloudy days or at night – “OSHA minimum is not acceptable” – there must be a minimum of 1 light in each room). Remove building temporary lighting & power when directed by CM. Includes maintenance and lamp replacement and providing CM with weekly ground fault inspection logs. As applicable for temporary purpose, use permanent raceways as required to be provided for new addition. Install all temporary power per OSHA standards. Electrical usage (consumption) charges shall be paid by others.
46. All Clock/Bell Systems complete as indicated and required.

Wilma P. Mankiller Health Center Expansion
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47. All intercom / public address systems as indicated and required
48. All rough-in, hard wire hook-ups or outlets, and provide final connections to all Owner furnished equipment and all items furnished under other trade sections.
49. All required painted and fire treated plywood backboards.
50. All control raceways and interlock wiring, complete.
51. All loose starters and disconnects not specified to come with Division 23 equipment.
52. All Lighting controls, as applicable.
53. All coordination, necessary interface and integration components complete between and with all other applicable specification sections and bid packages taking into account all requirements indicated or not, and as required by jurisdictional authorities to make complete, functional, operational, tested and approved Communication, Fire Alarm, Intercom, and Clock and Bell systems, complete.
54. Provide all rough-in, raceways, and wire circuitry and all connections for all electrical and electronic systems as required for this package including electronic operated doors, all automatic sliding doors, and all other systems as applicable.
55. Install VFD's and Isolation Transformers as furnished by the Mechanical Contractor.
56. This contractor shall provide and perform all Electrical coordination in concert with coordination documents by Mechanical Trades. The drawings shall indicate structural, ductwork, piping and equipment layout of his work. Drawings shall indicate size, location, invert elevations of all ductwork, piping, connections, etc. Upon completion of drawings, coordination meetings will be held to resolve any and all interference's and each Contractor will sign-off on the drawings which will then become part of the permanent record of the project. Interference's that may develop at a later date will be the responsibility of the Contractor who deviated from the "Coordination Drawings."
57. Provide Fire Alarm (Fire Detection and Voice Evacuation) System including all material, equipment, and installation, its interface and integration complete in accordance with specification Division 28, and other applicable specification sections taking into account all requirements indicated or not; including requirements as required by authorities having jurisdiction and as required to make a complete, functioning and operational, tested and approved fire alarm system as identified, indicated and required.
58. Provide and coordinate integration of fire alarm system into all other systems as required, including fire sprinkler system, electric and electronically operated doors, mechanical systems, security system, and telephone communication systems, as required. Provide all rough-in, raceways, wire circuitry and all connections and appurtenances for integration for fire alarm system with other systems as required.
59. Provide complete all Communications Equipment Room Fittings and Public Address and Mass Notification Systems.
60. Provide all panel/equipment plywood backboards as required for work of this package.
61. Scope of work and base bid includes all items shown on the contract documents. If modifications are required to the scope of work after receipt of a future clarification, those modifications will be allowed as necessary.
62. All Exterior Site lighting per plans and specifications. Scope of work also includes all connections to lights supplied by other vendors if any.
63. Perform all layout and surveying required for proper placement of all work installed under this subcontract.
64. Any and all hoisting (including cranes and rigging) of materials involved in the work of this Bid Package.
65. Any and all necessary provisions for back boxes and conduit required for telecommunications systems.
66. Coordination with other trades and the Owner's operational considerations regarding the following: administrative equipment where wet systems must be avoided.

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67. This contractor shall coordinate with Division 21, 22, 23, 25 provide all electrical, electrical devices, electronics, conduit, circuitry, starters, disconnects, controls and control wiring, connections for mechanical and other systems not indicated by mechanical documents, to make complete and operable systems provided under this package.
68. All electrical hookup, final connections, coordination and verification of equipment called for in other sections including but not limited to: audio-video systems, overhead doors, electric door hardware, FF&E items, systems furniture, irrigation systems, residential appliances, roller shades, lighting controls, electric-drive fire pump, etc.
69. Provide all rough-in, conduits, boxes, back boxes etc as required for the Owner provided systems. Install any components furnished by the Owner.
70. Provide all fire rated telephone and data plywood backboards
71. Interlock smoke detectors and smoke dampers with fire alarm as noted.
72. All main entry canopy lighting.
73. Receive, unload, inspect, checkout, store and install any OFCI electrical items (IE procedure lights, film illuminators etc). Includes any hard wire connections to any OFOI equipment.
74. All control and interlock wiring specifically noted on the Division 26 documents.
75. All loose starters and disconnects that are not specified to come with Division 23 equipment
76. All wiring and control wiring for variable speed drives.
77. Wire, connect and adjust all fire sprinkler flow, tamper and alarm systems to the fire alarm system.
78. Power and control wiring to card reader and electric door hardware set and power supply locations.
79. All excavation, gravel backfill and pipe bedding for work of this Subcontract, in accordance with excavation sections. Includes offsite disposal of all excess soil, spoil, or rock from division 26 excavations. This Subcontractor is required to restore any building or site sub grades that are rutted or disturbed by this Subcontractor, including grade restoration to +/- 1/10th foot, including compaction. Provide flow able fill if compaction cannot be attained.
80. Furnish and install all penetration seals, escutcheons, plate covers, and caulking, as required by the documents.
81. Caulking and fire stopping of penetrations in accordance with specifications Division 7.
82. All conduit and equipment identification, labels, stencils, tags, banding etc. as specified or required by code, or the documents.
83. All field testing of work and systems as specified, including test & startup, commissioning, Owner training, record drawings, O&M manuals, etc. as specified.
84. Furnish and install all wall and floor sleeves, including caulking, firesafing and fire caulking. Subcontractor is also required to seal (fire or acoustical) any penetrations of walls that occur after drywall is complete. Includes acoustical sealing of penetrations at any STC rated walls. Seal both sides of all wall penetrations.
85. All power and control wiring to sliding automatic doors (wiring within the door header is by the door sub, all other wiring is by division 26, including wiring for any wall door controls).
86. All conduit and fixture hangers as specified, including seismic restraints as specified, and any framing, supports or Unistrut required for work of division 26. All steel hangers or angles are to be prime painted.
87. Provide specs and cut sheets on any cast-in-place devices, sleeves, drains, or hanger anchors, and a shop drawing showing dimensioned locations of all such devices so that these items can be coordinated with the reinforcing steel and post tensioning cables
88. All seismic restraints as specified.
89. Provide power to security cameras, card readers and similar devices.
90. All lightning protection as specified, including any pitch pans or other roof flashings required by the system.

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91. Coordinate and locate or relocate junction box locations so as not to be inaccessible above ductwork or cable trays. Likewise cable trays must be located so as not to block access to junction boxes, VAV boxes and other items required to have maintenance access.
92. Fireproofing of conduits required to meet codes
93. Provide dimensioned plans showing location and size of all concrete housekeeping pads, curbs and pole bases required for division 26 work (Concrete pads, curbs and bases are by the concrete subcontractor).
94. Furnish all required access panels required in walls or hard ceilings for the work of Division 26 per Division 8.
95. All grounding testing as specified, including building grounding.
96. Provide complete Site Electrical and Building Electrical in accordance with Division 26, "Electrical" complete as required. Include all necessary and required coordination and components to provide complete and functioning systems free of all conflicts, omissions, and errors. Conceptually the Electrical Scope of Work is as listed below:
 - Primary service beyond what is provided by the Power Company
 - Secondary service
 - Switchgear
 - Building service distribution
 - Building power distribution
 - Building lighting
 - Building supplemental low voltage systems (including empty raceways/backboxes)
 - Communications systems
 - Telephone raceway
 - Paging system
 - Fire alarm
 - Control and signal wiring (excluding mechanical HVAC control systems)
 - Lightning Protection / Grounding / Cathodic Protection as specified.
 - Equipment service & connections
 - Site Lighting

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 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.

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9. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:30 am to 4:00 pm or as otherwise required per schedule or by Hospital regulations and procedures. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation 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 provided by subcontractor. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
18. Provide and mark as applicable to the Work, all existing 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 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.
22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances

Wilma P. Mankiller Health Center Expansion BID PACKAGE #26A - Electrical

including all cutting and patching, testing, inspections, approvals and certifications.

23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or hospital 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.
24. 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). Subcontractor also shall furnish and install all soft (visqueen/cubicle cubes) infection control barriers for their work when working outside of project construction zones (work areas where piping, ducting, and conduit runs, tie-ins, tracing, etc.). All areas outside of construction zones will remain operational and hard temporary partitions (drywall) are to be avoided and will not be installed.
25. 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.
26. 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.
27. 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.
28. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

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 Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner. Failure to meet milestone or completion dates will also subject Subcontractor to a \$1,000 per calendar day damages as listed in the Instructions to Bidders.
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. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances, all

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cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope

35. 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.
36. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes.
37. Provide all warranties and specialty as specified.
38. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.
39. 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 75% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 75%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
40. 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.
41. 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.
42. 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

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #26A - Electrical**

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. Finish painting
2. Cast-in-place concrete bases for Light pole bases, housekeeping pads, transformer pads and generator pads are provided by others.
3. Installation of access doors and frames in drywall partitions.
4. Installation of anchor bolts embedded in concrete.
5. Temporary building and permanent building electrical consumption (usage) charges for electrical and lighting shall be paid by others.
6. Temperature control and interlock wiring per Division 23 documents.
7. Security systems (to be provided by Owner).
8. Communication cabling, data racks

BID PROPOSAL

**CHEROKEE NATION Businesses
Wilma P. Mankiller Health Center Expansion**

BID PACKAGE #: 26A – Electric

DATE: _____

Proposal of _____ (hereinafter called Bidder)

To M. Ross, Inc. on behalf of the Cherokee Nation Businesses (hereinafter called Owner).

The Bidder in compliance with your invitation for bids for the Cherokee Nation Businesses – Wilma P. Mankiller Health Center Expansion project located 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 Businesses – Wilma P. Mankiller Health Center 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 Cherokee Nation Businesses or 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.

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

We propose to complete this work in _____ calendar days.

BASE PROPOSAL:

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

_____ Dollars

(\$ _____).

Performance and Payment Bond Cost Add \$_____

Total Bid \$_____

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

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

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

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

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

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

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

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

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)

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, 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	_____