

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 29, 2020 @ 11:00 AM. This conference will be held at the Job site.

471688 HWY 51
Stilwell, OK 74960
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

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

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

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

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

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 9A Drywall

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 13, 2020.

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

3. Preparation of Bid:

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

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

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

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

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

9. Security for Faithful Performance:

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

10. Power of Attorney:

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

11. Notice of Special Conditions:

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

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

12. Not Used

13. TERO Certified Business Process:

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

14. Sales Tax Exemption:

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

15. Examination of Site

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

16. Obligation of Bidder:

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

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Earthwork is February 17, 2020

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

**WORK PACKAGE # 9A
Drywall and Ceilings
1-22-20**

SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 054000	- COLD FORMED METAL FRAMING	Complete;
SECTION: 061053	- MISC.ROUGH CARPENTRY	Complete;
SECTION: 061643	- EXTERIOR GYPSUM SHEATHING	Complete;
SECTION: 072100	- THERMAL INSULATION	Complete;
SECTION: 072119	- FOAMED-IN-PLACE INSULATION	Complete;
SECTION: 072500	- MECHANICALLY FASTENED BARRIERS	As Applicable;
SECTION: 078400	- FIRESTOPPING	Complete;
SECTION: 079200	- JOINT SEALERS	As Applicable;
SECTION: 079500	- EXPANSION CONTROL	Complete;
SECTION: 081113	- HOLLOW METAL DOORS & FRAMES	As Applicable;
SECTION: 083113	- ACCESS DOORS & PANELS	As Applicable;
SECTION: 092900	- GYPSUM BOARD ASSEMBLIES	Complete;
SECTION: 095113	- ACOUSTICAL PANEL CEILINGS	Complete;
SECTION: 095451	- LINEAR WOOD WALL AND CEILING SYSTEM	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 Bid Package 9A – Drywall and Ceilings for the WILMA p. Mankiller Health Center Addition – located at 471688 HWY 51, Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings

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
4. All load bearing and non-load bearing stud framing, sheathing, weather barriers and drywall work in accordance with the contract documents and as required for rework of existing areas.
5. Provide all rough carpentry.
6. Provide all exterior sheathing.
7. Provide all corner guards.
8. Provide all acoustical ceiling panel systems complete with acoustical panels, grid, suspension systems, trim, hangers, clips, fasteners, and attachment devices as necessary for a complete installation of this work package.
9. Acoustical Ceiling panels shall be provided with treatments, in models and finishes as required and/or specified.
10. Acoustical panel ceilings shall be provided at locations as indicated on the room finish schedule and reflected ceiling plans and/or as required for all finished areas.
11. Provide all layout of panel ceilings to ensure alignment of grid and centering of rooms where indicated, required and/or specified.
12. Provide extra ceiling hanger wires at fixtures and equipment as specified. Also, add extra wires if light fixtures are located between the wall and the main “T”.
13. Paint all cut edges of lay-in ceiling tile as required.
14. All field applied gaskets and/or weather-stripping at new ceilings, if required.
15. All load bearing and non-load bearing cold formed metal framing including design and engineering calculations where so specified. Stud gauge is to be as indicated or required by the deflection and load limits.
16. Provide deflection track and fire stop track as indicated and specified.
17. Frame all openings in drywall partitions and drywall ceilings for access doors, transfer grilles, louvers, diffusers, wall recesses, ducts, lights, etc. required for all trades along with double studs and other specified incidental framing. Includes metal backing where shown to be metal backed.
18. Install access panels provided by all other trades in drywall partitions and drywall ceilings.
19. All drywall work as required to meet impact, sound, fire and smoke ratings as required for life safety and sound requirements.
20. All rated drywall partitions and smoke partitions as scheduled including fire or smoke sealing of the perimeters to structure, where required.
21. Provide all mid-height walls required.
22. All exterior metal studs, furring channels, sheathing, weather resistant sheathing paper (building wrap), weatherproofing (weather barriers) both taped and sealed, and flexible membranes and flashing tape as indicated including all wood framing at entrance fascias and metal soffit locations.
23. Provide all exterior Finish Carpentry as specified (Soffit Material).
24. Coordinate all exterior stud and sheathing work with window, sheet metal, and masonry contractors for proper flashing installations.
25. Provide all parapet sheathing. Coordinate and verify with Roofing contractor for proper sheathing material substrate requirements.
26. Provide all exterior sheathing including joint treatment and joint taping.
27. Provide all flexible membrane flashing with taped joints at all exterior openings, as indicated, if

Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings

- required per documents.
28. All metal stud wall bracing to structure where ceilings partitions stop above ceiling height.
 29. All drywall soffits, drops, fascias as indicated, including those over wall cabinets. (Coordinate and maintain proper elevation at all soffits as required for other work).
 30. All cementitious backer boards, abuse-resistant gypsum board, Plastic (FRP) Paneling and water-resistant gypsum board as indicated and specified.
 31. All drywall ceilings, including suspension systems.
 32. All Expansion Control assemblies at drywall partitions and ceilings complete. Roof expansion is by others.
 33. Drywall control joints as indicated, including required acoustical or fire resistive sealants.
 34. Caulk all exposed drywall control and expansion, drywall to drywall, and drywall to dissimilar materials. Includes any drywall to drywall, or drywall to other materials as shown to be caulked per the plan details.
 35. Provide all auxiliary materials including adhesives, sealants, fasteners, sill sealer gaskets and sealants, expansion and isolation strips, isolation hangers, vapor barriers, flex insulations, neoprene and resilient pads, gage metal angle brackets, etc. as required and called for.
 36. All control joints, corner beads, edge trim, reveals and drywall accessories.
 37. Provide all exterior and interior partition layout including door and opening locations from CM provided control points. Coordinate with CM.
 38. Receive, inventory, unload from supplier's truck, distribute and install all hollow metal door frames, frames with sidelights, hollow metal window frames and borrowed lite frames. All frames must be set plum, straight, and without twist such that doors and other follow-on materials may be properly installed. Only proper frame numbers are to be installed in corresponding openings.
 39. Contractor shall verify in writing prior to finishes that all frames, jambs, etc. are square and plumb. All cost to correct frames out of plum, twisted or misaligned shall be borne by this subcontractor. Contractor will re-check all door frames for plumb, straight and twist conditions. Correct all deficiencies prior to door installation.
 40. Every effort will be made to allow duct runs to be made prior to the installation of metal studs. However, if partitions cannot be sealed to deck after a duct is installed, or if timing becomes an issue, contractor shall install partition (with weather resistant gypsum board one side extending 4' from bottom of structure) prior to the duct installation. At time of duct installation, this subcontractor shall provide framing for duct penetration. This process shall be documented by inspection procedure and pictures furnished by this contractor.
 41. Provide all access panels as indicated on architectural documents in accordance with specification section "Access Doors and Frames". Further, install all mechanical and electrical trade access panels as furnished by mechanical and electrical trades.
 42. All drywall partition layout, including door and opening locations etc. Stencil door number on floor at each frame location.
 43. All acoustical and thermal insulation work at exterior and interior framed walls, partitions, ceilings, soffits, fascias, including additional furring, as indicated. Masonry Cavity Wall rigid insulation. Rigid insulation backing Composite metal panels is by the Composite Metal Panel contractor.
 44. Coordinate exterior wall stud and sheathing work with other trade contractors for proper flashing installations.
 45. Coordinate parapet sheathing installation with Roofing subcontractor.
 46. Seal all penetrations with gyp board and/or sound/air caulking around sleeves and penetrations through walls/ceilings placed prior to wall close-up. (Excludes fire caulk sealing between sleeve and pipe, conduit or duct; and fire caulk between sleeve and drywall. Also excludes sealing any penetrations not installed prior to wall close-up).
 47. All metal trim at ceiling height changes and pockets

Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings

48. All acoustical or smoke caulking of drywall partitions (both sides).
49. All related work required for STC rated partitions and ceilings.
50. All extra stock materials as required.
51. All finishes, colors, etc. as required.
52. Assist painting contractor with proper type of rating or labeling of smoke and rated walls in accordance with documents and codes.
53. All fire safe and fire caulking of rated partitions to adjacent construction per UL requirements.
54. Provide task lighting where required to perform the work of this contract.
55. Provide the following blocking/backing, plywood, and sheathing items (provide metal backing where allowed by specifications or detailed);
 - a) All continuous in-wall blocking at millwork and cabinets - 2 rows at wall cabinets. Wall shelving cabinets are to have 2 rows for 2 or 3 shelf cabinets and up to 4 or 5 rows for full height shelf cabinets.
 - b) Wood blocking at all wall mounted stair or other handrails.
 - c) Blocking and plywood banding around fire extinguisher cabinets, access doors, and similar type recessed wall items as required
 - d) All wood blocking/backing for mid height walls where indicated.
 - e) Provide all wood blocking for all door and window sills, headers and jambs, as indicated.
 - f) Provide blocking for all framed mirrors, toilet tissue dispensers, soap dispensers, paper towel dispensers, Seat cover dispensers, waste receptacles, combination paper towel and waste units, sanitary napkin disposals, grab bars, towel hooks, robe and coat hooks, utility room accessories including mop and broom holders, and all wall mounted Utility shelves and standards, etc.
 - g) Provide blocking for all wall hung equipment (includes Owner furnished items), including TV brackets, toilet partition anchor points, and similar items as required. (Provide double 2x12 or as detailed at TV supports and where required at other heavy type wall mounted items). Confirm blocking size with CM for any Owner furnished items. Coordinate with electrical documents.
 - h) All telephone and data rooms fire rated plywood backer boards (coordinate with division 26 plans and electrical contractor) (plywood to be painted both sides prior to installation).
 - i) All metal backing plates where detailed.
 - j) In-wall blocking/backing for all wall and corner guard protection, as required.
 - k) In-wall blocking for all signage including exterior building signage.
 - l) In-wall blocking for lockers if applicable.
 - m) In wall blocking for Miscellaneous Specialties.
 - n) In-wall blocking for window treatments.
 - o) Metal backing shall not be substituted for wood unless approved by the Architect and CM.
 - p) All other miscellaneous wood, plywood and sheathing per the contract documents excluding roof blocking.
 - q) All blocking and plywood is to be fire treated.
 - r) All blocking shall be notched to properly fit within the metal studs to prevent any wall bulges or bumps.
 - s) Provide coordination and layout for all blocking. Coordinate and provide blocking and anchorage in accordance with the various equipment shop drawing or cut sheets, or as directed by the CM.
 - t) All blocking is to be inspected by the CM prior to wall close-up. Any miss-located blocking will be removed and replaced by this contractor at no extra charge.
56. All contractors are to provide and include all required components for mock-ups including their

**Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings**

- installation as indicated, specified and required.
57. Provide and maintain all required temporary fire extinguishers in accordance with OSHA from time of commencement of this contractor's work through the course of construction of the project. Remove at substantial completion or as direct by the Construction Manager.
 58. All cleaning as specified.
 59. All shaft wall construction as may be required, including proper gauge of metal studs for support.
 60. Frame all openings in drywall partitions and ceilings for access doors, grilles, louvers, diffusers, wall recesses, ducts, etc. required for all trades along with double studs and other specified incidental framing.
 61. Provide deflection track and fire stop track as indicated and specified.
 62. Provide all furring and drywall on CMU where required and indicated.
 63. Provide all exterior and interior drywall partition lay-out including door and opening locations from CM provided control points. Coordinate with CM.
 64. Install all steel door, windows, sidelights, borrowed light frames, etc. in drywall partitions. Subcontractor shall receive and unload, inventory and distribute material to the installation location. All frames to be set plum, straight, and without twist such that doors and other subsequent materials may be properly installed. All cost to correct frames out of plum, twisted or misaligned shall be borne by this subcontractor. Only proper frame numbers are to be installed in corresponding openings.
 65. Install required insulation in hollow metal frames if required.
 66. Provide all interior Expansion Joint Cover Assemblies including all walls (masonry and drywall) and for ceilings, complete including covers, frames, fire barriers, at all interior expansion joint locations.
 67. Subcontractor shall frame openings in drywall partitions and ceilings for light fixtures, transfer grilles, louvers, diffusers, wall recesses, etc. as may be required for other trades, along with double studs and other specified incidental framing.
 68. All drywall edge trims including reveal joints.
 69. All stenciling or labeling of smoke and rated walls in accordance with specifications and codes.

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 7:30 am 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,

Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings

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 dumpsters 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, 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 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. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or casino disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate,

Wilma P. Mankiller Health Center Addition BID PACKAGE #9A – Drywall and Ceilings

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. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

Administrative:

28. 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.
29. 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.
30. Provide all mock-ups as indicated and required,
31. 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).
32. 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.
33. 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
34. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
35. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes.
36. Provide all warranties and specialty as specified.
37. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.

**Wilma P. Mankiller Health Center Addition
BID PACKAGE #9A – Drywall and Ceilings**

38. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
39. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (PDF), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
40. Costs for performance and payment bonds shall be stated separately as an add to your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
41. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;
 - M. Ross, Inc. General Provisions for Subcontracts
 - Exhibit “B” Subcontract Performance and Payment Bonds
 - Exhibit “C” Subcontractors Minimum Insurance Requirements
 - Exhibit “D” of Subcontract;
 - Exhibit “E” Indemnification;
 - Exhibit “F” Schedule

SCOPE OF WORK EXCLUSIONS:

1. Electrical backerboards
2. Perimeter foundation insulation.
3. Roof insulation.
4. Hollow metal frame material.
5. Roof related wood blocking and backing.
6. Fire stop and fire caulk at MEP penetrations.
7. Tape Bed and Finish of drywall.

BID PROPOSAL

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

BID PACKAGE #: 9A – Drywall and Ceilings

DATE: _____

Proposal of _____ (hereinafter called Bidder)

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

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

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

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

We propose to complete this work in _____ calendar days.

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

BASE PROPOSAL:

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

_____ Dollars

(\$ _____)

Bond Cost:

__add_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted:

Company Name: _____

Type of Company Individual Corporation Partnership Joint Venture

Business Address: _____

Telephone Number: _____

By: _____

Typed or Printed Name

Title: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

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

Bidders Checklist:

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

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

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 29, 2020 @ 11:00 AM. This conference will be held at the Job site.

471688 HWY 51
Stilwell, OK 74960
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

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

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

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

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

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 14A Elevators

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 13, 2020.

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

3. Preparation of Bid:

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

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

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

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

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

9. Security for Faithful Performance:

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

10. Power of Attorney:

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

11. Notice of Special Conditions:

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

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

12. Not Used

13. TERO Certified Business Process:

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

14. Sales Tax Exemption:

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

15. Examination of Site

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

16. Obligation of Bidder:

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

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Earthwork is February 17, 2020

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

SCOPE SUMMARY:

DIVISION: 0	-LEGAL DOCUMENTS	Complete;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
DIVISION: 312000	- Earthwork	As Applicable;
DIVISION: 033000	- Cast-In-Place Concrete	As Applicable;
DIVISION: 042000	- Unit Masonry	As Applicable;
DIVISION: 055000	- Metal Fabrications	As Applicable;
DIVISION: 071405	-Cementitious Waterproofing	As Applicable;
SECTION: 142100	- Electric Traction Elevators	Complete;
SECTION: 262729	-Electrical Distribution Equipment	As Applicable;
SECTION: 283111	- Digital, Addressable Fire Alarm System	As Applicable;
SECTION: 270536	- Telephone System	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 Hydraulic Elevators for the Cherokee Nation - Wilma P. Mankiller Health Center Addition – located at 471688 HWY 51, Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

BID PACKAGE SCOPE ITEMS:

1. Include in pricing any and all mobilizations that may be required or any other tasks that may be

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

- 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. Provide and install complete all "Electric Traction elevators" in accordance with the specification section 142100, Electric Traction Elevators as indicated and as required.
 3. Elevator bidders are to verify that pit size, depth and hoist way overrun as drawn will work with the equipment they are bidding (any exceptions must be noted with your bid).
 4. 12 months elevator maintenance as specified
 5. Car Components as specified
 6. All elevator controls as specified, including hall indicators and landing buttons
 7. Rail brackets (custom if required) for the hoist way sizes indicated
 8. All elevator accessories as specified.
 9. Provide sill angle supports as/if required by the entrance type used.
 10. Provide machine beams as required.
 11. Provide a detailed shop drawing showing the pit layout, along with approved locations for all electrical devices (receptacle, switch and light locations) and dimensioned sump pit and ladder locations with pump piping and conduit routing that is by Divisions 15 & 16.
 12. All submittals are to be job specific, not generic catalog cut sheets.
 13. Subcontractor is to coordinate and verify with the division 16 subcontractor, and ensure that the entire arrangement of devices and equipment in the machine room will meet code requirements
 14. Comply with all OSHA required, and CM required fall protection requirements for work of this subcontract. Provide in hoist way any required safety barricades required to separate a hoist way from the active elevator in another hoist way
 15. Provide all Elevators in accordance with specification section 142100, "Electric Traction Elevators", and as indicated. Additionally, and unless otherwise excluded, all specifications referencing work of the CM and/or of other trades, is the responsibility of this contractor. It is this subcontractor's responsibility to review all documents and bid packages and further, provide all components not provided with other bid packages to facilitate approved, operable and complete elevator systems.
 16. Scope of work should be figured on 2 passenger elevators.
 17. Provide all elevators systems by: Kone, Otis, Schindler, ThyssenKrupp Elevator Company, or approved equal.
 18. Coordinate, verify, and acceptance of all concrete pit, steel framing and drywall hoist-way enclosure dimensional requirements with building concrete, steel and drywall contractors. After award of contract, contractor agrees to furnish all information necessary to verify the pit sizes to the structural engineer within two weeks of award date.
 19. Provide all elevator tests, inspections and certifications as required by code, specifications, and governing authorities.
 20. Contractor shall provide, maintain and remove all temporary protection for elevator cab walls, floors, ceilings, and interior and exterior elevator door protection during temporary elevator operation as required.
 21. Provide cooperation during elevator installation with other trades for all work within hoist way including moving of platforms when required.
 22. Provide all entry sill angles and thresholds, including all grouting.

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

23. Provide all hoist beams unique to elevator(s) if beams as indicated in Structural Documents, unmodified are not adequate.
24. Sealing of all penetrations through rated walls per a U.L listed tested assembly.
25. Any and all storage requirements (i.e. trailer, conex)
26. Coordination with other trades and the Owner's operational considerations regarding the following:
 - Intercom system
 - Fire alarm system
 - Emergency call system
 - Miscellaneous requirements of the specifications.
27. Furnishing and installing of all structural members beyond that which is provided as part of the building structure
28. Dewatering of elevator pits as required.
29. Furnish for installation by the Superstructure Subcontractors all embeds and inserts required for anchors and supports necessary to the elevator work.
30. Subcontractor shall provide all permits, licenses, and fees required for this scope of work.
31. Provide layout, surveys, and measurements as required by specifications to properly locate elevator work. Verification that the size of the elevator equipment noted on the Contract Drawings will be sufficient to accommodate the elevator system. Also, coordination as necessary with applicable trades concerning the location of the elevator equipment within the elevator equipment pit.
32. Base bid shall include all cab finishes, etc.
33. Scope of work includes all general scope of work items as identified in Exhibit D of the MRI subcontract.
34. All passenger (2each) elevators, of the size and capacity indicated.
35. Any structural modifications required for the equipment furnished hereunder is to be paid for by this subcontractor. Includes and re-design fees.
36. Elevator doors, entrances, railings, base, ceilings and miscellaneous cab finishes as specified, including wall panels.
37. All elevator controls as specified, including hall indicators and landing buttons
38. Rail brackets (custom if required) for the hoist way sizes indicated
39. **Provide rails for future elevator.**
40. All elevator accessories as specified.
41. Provide sill angle supports as/if required by the entrance type used.
42. Provide machine beams as required.
43. Provide a detailed shop drawing showing the pit layout, along with approved locations for all electrical devices (receptacle, switch and light locations) and dimensioned sump pit and ladder locations with pump piping and conduit routing that is by Divisions 15 & 16. Coordinate with division 16 for all power connections and telephone requirements.
44. All submittals are to be job specific, not generic catalog cut sheets.

General Items:

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

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 7:30 am 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.

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

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.
23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic. 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. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

Administrative:

28. 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.
29. 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.
30. Provide all mock-ups as indicated and required,
31. 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).
32. 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

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

**WORK PACKAGE # 14A
Elevators
1-22-20**

authorities.

33. 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
34. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
35. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
36. Provide all warranties and specialty as specified.
37. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.
38. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
39. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
40. Costs for performance and payment bonds shall be stated separately as an add to your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
41. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;

M. Ross, Inc. General Provisions for Subcontracts
Exhibit "B" Subcontract Performance and Payment Bonds
Exhibit "C" Subcontractors Minimum Insurance Requirements
Exhibit "D" of Subcontract;
Exhibit "E" Indemnification;
Exhibit "F" Schedule

SCOPE OF WORK EXCLUSIONS:

1. Power and telephone wiring to machine room
2. Hoist way and pit lights and receptacles
3. Fire alarm work
4. Blockout or grouting of sills



M. Ross, Inc.
3441 West 46th Street South
Muskogee, Oklahoma 74401
918.681.2100 (office)
918.681.2103 (facsimile)

Wilma P. Mankiller Health Center Addition

M. Ross, Inc. INVITATION TO BID

Bid Due Date: 2-13-20

Contact: Chad Bell 918- 681-2100

email: chadbell77@hotmail.com

Architect: James R. Childers Architects, Inc.

INVITATION TO BIDDERS:

M. Ross, Inc. hereinafter called Construction Manager for Cherokee Nation Business will receive sealed bids to provide work for **Bid Package 14A Elevators -** for the Wilma P. Mankiller Health Center Expansion.

Proposals must be delivered to Cherokee Business 777 West Cherokee, Catoosa, Ok to be received no later than **February 13, 2020 at 2:00PM CST**

Contract award shall be subject to availability of funds for project.

It is the intention of the Construction Manager that if an acceptable proposal is received, the selected firm will be notified in writing within 30 days.

Any bid received more than 96 hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of Bids, shall not be considered and shall be returned unopened to the bidder submitting same.

M. Ross, Inc. will conduct a pre-bid conference on **site office located at the Project Jobsite on January 22, 2020 at 10:00 AM** for the purpose of reviewing scope of work, bidding documents, bidding procedures, TERO requirements and to receive bidder's questions.

All bidders must submit questions in writing, nothing verbal will be accepted. All questions must be submitted by **February 7, 2020**. Email or Fax questions to:

Chad Bell - chadbell77@hotmail.com

The bidder must supply all information required by the contract documents.

Copies of the contract drawings, specifications and bidding documents maybe reviewed at the Dodge Plan room, Bid News, Southwest Construction News, Bid Clerk, ISQFT.



M. Ross, Inc. encourages participation by TERO firms. All bidders are advised to be familiar with TERO employment regulations and hiring practices. Please contact the Cherokee Nation TERO office for additional information. TERO requirements are included in bid package.

Bidders may obtain CD's containing bid manuals, plans and specifications for this package at M. Ross, Inc. office and our site office at no charge. Contact Chad Bell at (918)681-2100.

All bidders for this project must meet all requirements established in the bidding documents. Each bidder may not withdraw his bid within 60 days after actual date of opening bids.

All bids exceeding **\$100,000.00** will be required to provide bid bond, payment and performance bonds. Bid bond must accompany sealed bid. The owner and CM reserve the right to waive any informality, or reject any or all bids.

**Cherokee Nation – Wilma P. Mankiller Health Center
Addition**

BID PROPOSAL

**CHEROKEE NATION
Wilma P. Mankiller Health Center Addition**

BID PACKAGE #: 14A – Elevators

DATE: _____

Proposal of _____ (hereinafter called Bidder)

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

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

Bidder is aware of all Cherokee Nation TERO requirements. In submitting the bid, it is understood that the right is reserved by the Cherokee Nation 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

Add Bond cost (\$ _____). All bond premiums are to be excluded in base proposal amount.

BID FORM

**Cherokee Nation – Wilma P. Mankiller Health Center
Addition**

Total Bid = _____ (Includes Bond cost)

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.

**Cherokee Nation – Wilma P. Mankiller Health Center
Addition**

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

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

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

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

**Cherokee Nation – Wilma P. Mankiller Health Center
Addition**

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

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

Respectfully submitted:

Company Name: _____

Type of Company ___ Individual ___ Corporation ___ Partnership ___ Joint Venture

Business Address: _____

Telephone Number: _____

By: _____

Typed or Printed Name

Title: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

**Cherokee Nation – Wilma P. Mankiller Health Center
Addition**

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	_____

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 29, 2020 @ 11:00 AM. This conference will be held at the Job site.

471688 HWY 51
Stilwell, OK 74960
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

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

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

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

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

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 4A Masonry

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 13, 2020.

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

3. Preparation of Bid:

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

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

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

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

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

9. Security for Faithful Performance:

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

10. Power of Attorney:

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

11. Notice of Special Conditions:

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

- a. Insurance requirements

Wilma P. Mankiller Health Clinic Expansion

- b. Pre-bid Conference
12. Not Used
13. TERO Certified Business Process:
 - a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
 - b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
 - c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.
14. Sales Tax Exemption:

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

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

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

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Concrete is March 1, 2020

Wilma P. Mankiller Health Center Expansion
Stilwell, Oklahoma
WORK PACKAGE #4A Masonry
01/10/20

SCOPE SUMMARY:

DIVISION: 00	- Procurement and Contracting	Complete
DIVISION: 01	- GENERAL REQUIREMENTS	As Applicable;
DIVISION: 034500	- Architectural Precast Concrete	Complete;
DIVISION: 04	- MASONRY	Complete;
SECTION: 076200	- FLASHING & SHEET METAL	As Applicable;

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

In the event of a conflict or ambiguity between the following “clarifications” to the scope of Work and the contract documents, the contract documents shall control. The following “Scope Clarifications” are intended to emphasize, amplify, and clarify the Work of this package, and do not supersede 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 Masonry Bid Package 4A – Masonry for the **Wilma P. Mankiller Health Clinic Expansion** - located at 471688 HWY 51 Stilwell, OK 74960 in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

1. Anticipate work of this package to be performed in several phases and could be controlled by performance of other site and building work. For example, masonry on the exterior drive thru awnings will be installed later in the project. Contractor shall be responsible for all mobilizations as required.
2. All Unit Masonry work.
3. All Architectural Precast Concrete.
4. All rated and non-rated CMU partitions and walls.
5. Install all reinforcing steel bars for bond beams or vertical cell reinforcement
6. All drilling and epoxy of reinforcing dowels into concrete where required.
7. All masonry related mortar and grouting including grouting of cells.
8. Provide complete all patching as required of masonry components.
9. All submittals, shop drawings, samples, and mockup panels etc. as specified. Demolish and completely remove any mockups and masonry sample panels when directed by CM.
10. Furnish samples of mortar for testing lab and approvals including mortar mix designs as specified.

Wilma P. Mankiller Health Center Expansion

BID PACKAGE # 4A - Masonry

01/10/20

11. Furnish and install all concealed through-wall and cap flashings at masonry. See Sheet Metal Flashing and Trim, section – 076200 as required for work.
12. All horizontal and vertical masonry control joints as required by the contract documents.
13. All weather barriers within CMU / Brick masonry cavity walls as indicated.
14. All bituminous damproofing with CMU/Brick cavity walls as indicated.
15. Provide water repellent sealer for masonry as specified and/or required. Protect all adjacent construction during sealing operation. All damage resulting from sealing installation shall be the responsibility of this subcontractor.
16. All masonry accessories including all attachments, pins, hardware, anchors, ties, horizontal wall reinforcing, control joints, compressible fillers, joint gaskets, cavity drainage materials and devices, weeps, mortar nets, grout, etc. as specified, indicated and or required. Includes dovetail anchors at masonry to concrete (cleaning and removing Styrofoam or cardboard fillers from dovetail slots is by this contractor).
17. Provide all related expansion joint materials including any required around steel penetrations through masonry walls.
18. Ensure all wall ties, anchorages, ties, etc. and bracing are installed in a manner non-detrimental to the exterior sheathing and all weatherproofing systems.
19. Provide all required masonry bonds and brick patterns indicated by documents. Prior to installation, timely submit layout of coursing and dimensional requirements indicating openings, corner configurations, etc. for review and approval by Architect.
20. All CMU bond beam lintels including temporary shoring and support of the openings if applicable.
21. Receive, unload, inventory, distribute and install all loose steel channels or plate lintels.
22. Receive, unload, inventory, distribute and install all anchor bolts, bearing plates, steel lintels and brick ledges, set all steel door and windows frames, and all other trade embed items indicated and required including roof related flashings, reglets, setting and bracing of door or other frames in masonry walls. Contractor is responsible to receive and unload and if lost, stolen, damaged, etc. this Contractor shall repair to like new condition and/or replace at this Contractor's cost.
23. Provide masonry wall bracing including if required, all design and engineering, calculations, etc. as required Provide all necessary and required bracing, forms, shoring, tie backs, dead men, etc. for bracing masonry installations. Remove all bracing and components complete upon structural engineers, architect's or CM's approval.
24. Provide all masonry scaffolding, its erection, maintenance and daily inspection in accordance with OSHA and CM standards. Provide inspection logs as requested.
25. Clean and point all masonry (provide protection from mortar droppings and stains from overhead masonry work). This contractor is to clean all masonry including all cast stone work.
26. Clean and clear all masonry joints of excess mortar and deleterious materials which interferes with subsequent contractors work. Clean all control, expansion, and joints where masonry abuts dissimilar materials which require sealants.
27. Remove all debris and excess mortar, grout, etc. to ensure all weeps are clean to avoid water build-up in cavities.
28. Coordinate masonry work with other trades work sequence for access of equipment.
29. Coordinate masonry work with steel erection and stud framing sequence.
30. Install all louvers, access panels in masonry construction as furnished by others. In addition, louvers and access panels are required at all locations for mechanical and electrical components requiring testing, replacement parts, maintenance, etc. behind or concealed by hard surfaces (i.e. drywall, concrete, masonry, etc.) and further defined by documents.
31. Furnish all dumpsters and disposal as required for all masonry debris (consists of any non-paper debris).
32. Weather protect including all heat, covers, insulated tarps, etc. to cover and protect masonry

Wilma P. Mankiller Health Center Expansion

BID PACKAGE # 4A - Masonry

01/10/20

- during work performance including for cold weather masonry work.
33. Provide all clean-up and haul off of block, stone, and brick debris, excess mortar/grout, sand, etc. from the mixing yard area and around the site. The sand/mortar mixing area is to be restored by this contractor.
 34. Provide connections and wiring to existing temporary electric service for electrical power needed for masonry equipment (i.e. saws). (Saw location must be approved by the CM) (Electrical service not available for mixers).
 35. Provide all exterior and interior partition lay-out including door and opening locations from CM provided control points. Coordinate with CM.
 36. Contractor shall field verify foundation related dowels if any are installed by others. Any deficiencies not brought to the attention of the CM at shop drawing submission, will be the responsibility of this contractor to correct and repair.
 37. Provide and include all required components for mock-ups including their installation as indicated, specified and required. Also, remove any mock-ups not be used.
 38. All masonry joints and joints between masonry and dissimilar materials that are to receive caulking and backer rod are to be left clean and open of any mortar or other material that will interfere with the caulking trades work.
 39. All cleanup and haul-off of stone debris, excess mortar, sand etc from the mixing yard area. The sand/mortar mixing area is to be restored by this contractor.

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 to 3:30 pm or as otherwise required per schedule. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Wilma P. Mankiller Health Center and jurisdictional authorities.

Wilma P. Mankiller Health Center Expansion

BID PACKAGE # 4A - Masonry

01/10/20

13. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited in project dumpsters as provided by others. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Wilma P. Mankiller Health Center Expansion, the CM or 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.
23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or Clinic disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate, and work harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated construction entrances.
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

Wilma P. Mankiller Health Center Expansion

BID PACKAGE # 4A - Masonry

01/10/20

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. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
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,

Wilma P. Mankiller Health Center Expansion

BID PACKAGE # 4A - Masonry

01/10/20

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 # 4A - Masonry

01/10/20

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

SCOPE OF WORK EXCLUSIONS:

1. Field Testing and Special Inspections.
2. Angles and plates for top of CMU wall support.
3. Firesafing and firecaulking of CMU wall tops.
4. Furnishing of hollow metal door frames.
5. Caulking and sealants.
6. Cavity wall rigid insulation
7. Waterproofing and damproofing.
8. Furnishing of loose steel lintels.
9. Furnishing of loose steel items.
10. Installation of aluminum Windows.
11. Bituminous Damproofing other than at CMU/Brick Cavity Walls.
12. Water Repellants other than at exposed Brick and Exposed CMU.

BID PROPOSAL

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

BID PACKAGE #: 4A – Masonry

DATE: _____

Proposal of _____ (hereinafter called Bidder)

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

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

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

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

We propose to complete this work in _____ calendar days.

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

BASE PROPOSAL:

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

_____ Dollars

(\$ _____)

Bond Cost:

_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted:

Company Name: _____

Type of Company Individual Corporation Partnership Joint Venture

Business Address: _____

Telephone Number: _____

By: _____

Typed or Printed Name

Title: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

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

Bidders Checklist:

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

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

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 29, 2020 @ 11:00 AM. This conference will be held at the Job site.

471688 HWY 51
Stilwell, OK 74960
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

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

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

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

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

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 7A Roofing

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 13, 2020.

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

3. Preparation of Bid:

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

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

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

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

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

9. Security for Faithful Performance:

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

10. Power of Attorney:

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

11. Notice of Special Conditions:

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

- a. Insurance requirements

Wilma P. Mankiller Health Clinic Expansion

- b. Pre-bid Conference
- 12. Not Used
- 13. TERO Certified Business Process:
 - a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
 - b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
 - c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.
- 14. Sales Tax Exemption:

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

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

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

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Concrete is March 1, 2020

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A
Roofing
1-22-20

SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
DIVISION: 2	- Demolition	As Applicable;
DIVISION: 053100	- Steel Decking	Complete;
DIVISION: 061054	- Wood Blocking and Curbing	As Applicable;
DIVISION: 072220	- Polyisocyanurate Roof Board Insulation	Complete;
DIVISION: 072500	- Weather Resistant Membranes	As Applicable;
DIVISION: 074114	- Metal Roof Panels	Complete;
DIVISION: 075013	- Single-Ply Membrane Roofing	Complete;
DIVISION: 076200	- Sheet Metal Flashing and Trim	As Applicable
DIVISION: 078400	- Firestopping	As applicable;
DIVISION: 079200	- Joint Sealers	As Applicable;
DIVISION: 079500	- Expansion Control	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 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 Roofing and Trusses Bid Package 7A – Roofing and Trusses 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 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”.)

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A

Roofing

1-22-20

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. No disruption to existing building.
3. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (2) weeks after Letter of Intent.
4. Provide welder's certification for all welders on site.
5. Provide and install complete and as required but not necessarily limited to: roof demolition and weather sealing, parapet wall roofing.
6. Provide and install complete all as required including but not necessarily limited to: roof deck, acoustical deck, sound absorbing insulation and its installation, rubber and steel rib closure strips at top and bottom of metal deck and sealant as required to provide weather tightness and as required, ridge and valley plates, finish strips, connectors, temporary bracing, etc. as required.
7. Provide all temporary protection required to not damage adjacent work. This protection is to be left in place until directed by the Construction Manager
8. Contractor shall provide and meet all safety and 100% OSHA fall protection requirements for work of this package. This contractor shall provide all perimeter guardrail protection for elevated roof edges, etc. in such method and manner whereby perimeter/opening guardrail systems and attachments do not interfere with other work. Additionally all guardrail shall be installed in a segmental manner thus providing for removal and replacement as required for subsequent contractor's work. Upon completion of work, deck guardrail protection systems shall remain in place for subsequent contractor(s) use. As necessary and for the performance of subsequent contractors' work, each subsequent contractor shall be responsible for the removal, replacement of this system or other, and maintenance thereof to meet OSHA requirements and 100% fall protection requirements. Upon determination that permanent construction or subsequent Contractors' temporary fall protection meet all OSHA fall protection requirements; the roofing contractor shall load from storage, transport and provide complete removal of his perimeter guardrail protection from project.
9. It is this Contractor responsibility to provide any required coordination drawing information for interface with other trade contractors. All shop drawings and erection documents must show sufficient detail for review and be sequentially broken down in accordance with the construction schedule.
10. Furnish and install all temporary shores, guys, bracing, etc. required for erection. Remove temporary erection apparatus only upon completion.
11. Subcontractor shall provide its own power for welding equipment
12. Provide all surveying, engineering and lay-out required for Contractor's work.
13. Subcontractor shall utilize crane mats, shoring, and/or other precautions or routes, when moving any cranes (or equipment to erect trusses, place roofing materials etc...) to avoid damage to existing underground utilities or manholes, existing surface paving, and structures, etc. Construction manager will also provide (ONLY to the extent available) limited on-site area for shakeout and unloading of material, with the understanding that subcontractor will cooperate with other trades within space available
14. Existing roof must remain water tight. Contractor will be responsible for any interior damages (Water) due to this scope of work.
15. All applicable wood blocking and plywood underlayment (if applicable) as identified in contract documents and as specified.
16. All items herein shall be shop fabricated and shop assembled as far as practical

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A

Roofing

1-22-20

17. All applicable Waterproofing / Pavers as specified in the contract documents, per Specification Section
18. All Polyisocyanurate Roof Rigid Insulation as specified in the contract documents, per Specification Section - 072100.
19. All weather resistant membranes as applicable per specification section – 072100
20. Provide and install complete all metal roof panels in accordance with specification section 074114, “Metal Roof Panels”, as indicated and as required but not necessarily limited to: anchor clips, flashings, gutters, downspouts, trim, moldings, closure strips, and caps of the same material, sealants, ice and water shields, roof insulation, snow gem barricade bar system with optional barricade plate stops, etc..
21. Provide and install complete all single ply membrane roofing in accordance with specification section 075013, “Single-Ply Membrane Roofing” as indicated and as required but not necessarily limited to
22. All applicable Sheet Metal Flashing and Trim as specified in the contract documents, per Specification Section – 076200.
23. All applicable firestopping as specified in the contract documents, per Specification Section - 078446
24. All applicable Joint Sealants as specified in the contract documents, per Specification Section - 079005.
25. Provide systems by specified manufacturers as identified in each relevant specification. Approved substitutions must be made in accordance with specification section 016501, prior to bid.
26. All sheet metal work for the Membrane Roofing, including flashings, counter flashings, edge flashings, etc. (pre-finished where required).
27. Provide through wall flashing, to be installed at masonry end walls (if applicable / required), to the masonry contractor for installation.
28. All through wall flashings under the curtain wall system.
29. All flashings and counter flashings at roof penetrations.
30. All dimensional lumber and plywood blocking pertaining to this work package.
31. Provide all wood blocking and plywood at roof perimeters, mechanical roof curbs, roof hatch curbs, and at all roof penetrations as required, indicated and as necessary.
32. Provide all sealants and caulking necessary for a complete installation of this work package
33. All warranties as specified.
34. All Prefinished Metal
35. All roof penetration details.
36. Caulking and sealants of all portions of this package to any other adjacent material as indicated by the contract documents shall be provided by this contractor.
37. Furnish and install flashing pertaining to the work of this bid package.
38. Field welding as required (to be performed by certified welders).
39. Perform all layout and surveying required for proper placement of all work installed under this bid package, including field measurements of openings prior to fabrications (as necessary).
40. All roofing and sheet metal work
41. All roof insulation as specified
42. 2 year and 20-year NDL warranties as specified.
43. All flashings and counter flashings required to tie into and make watertight the junction of roofing to the metal wall panel or composite aluminum wall panel systems, or their respective flashings.
44. Canopy drain downspouts. Gutters at canopies?? Tie into down spout in column. Provide boot if required
45. Roof control and expansion joint covers. Provide expansion joint covers at roof tie-ins to

**Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A**

Roofing

1-22-20

- existing construction or as otherwise detailed
46. All caulking and sealants associated with roofing and sheet metal work
 47. Provide all wood roof blocking, furring blocking. All wood to be treated as specified. Intent is to include all plywood and blocking required for the complete roof, and canopy roof systems.
 48. Provide and prep roofing for lightning protection pads or penetrations.
 49. Furnish to other trades all roof related flashings or receivers that must be built into another trades work. Also install any flashings furnished by other trades. Coordinate the installation to ensure that it is properly done.
 50. All miscellaneous flashings and counter flashings per the documents and details.
 51. Roof expansion joint cover/flashings
 52. All gutters and downspouts and splash blocks
 53. Provide Downspout boots where tied into the storm drain system
 54. All metal wall panels at entry canopy. Including trim, flashings, sill trim and accessories as required by the documents. Includes cutouts for signage conduits and electrical boxes, and bottom flashing closure where panels meet EIFS or masonry.
 55. Install any MEP trade furnished flashings.
 56. Pads for lightning protection attachment.
 57. All caulking and sealants associated with roofing, sheet metal or metal wall panels, including caulking to dissimilar materials.
 58. Provide temporary dry in as required.

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 7:30 am to 4:00 pm or as otherwise required per schedule or by

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A
Roofing
1-22-20

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.

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A

Roofing

1-22-20

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.

Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.

22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
23. All deliveries are to be coordinated though M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or 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 though 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. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A
Roofing
1-22-20

Administrative:

28. 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.
29. 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.
30. Provide all mock-ups as indicated and required,
31. 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).
32. 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.
33. 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
34. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
35. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
36. Provide all warranties and specialty as specified.
37. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.

Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A

Roofing

1-22-20

38. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
39. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
40. Costs for performance and payment bonds shall be stated separately as an add to your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
41. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;

M. Ross, Inc. General Provisions for Subcontracts

Exhibit “B” Subcontract Performance and Payment Bonds

Exhibit “C” Subcontractors Minimum Insurance Requirements

Exhibit “D” of Subcontract;

Exhibit “E” Indemnification;

Exhibit “F” Schedule

**Cherokee Nation
Wilma P. Mankiller Health Center Addition
Stilwell, Oklahoma
WORK PACKAGE # 7A
Roofing
1-22-20**

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. Structural Steel
2. Metal Fabrication (Stairs and Ladders etc..)

BID PROPOSAL

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

BID PACKAGE #: 7A – Roofing

DATE: _____

Proposal of _____ (hereinafter called Bidder)

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

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

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

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

We propose to complete this work in _____ calendar days.

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

BASE PROPOSAL:

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

_____ Dollars

(\$ _____)

Bond Cost:

_____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted:

Company Name: _____

Type of Company Individual Corporation Partnership Joint Venture

Business Address: _____

Telephone Number: _____

By: _____

Typed or Printed Name

Title: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

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

Bidders Checklist:

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

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

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

A pre-bid conference will be held for this bid package on January 29, 2020 @ 11:00 AM. This conference will be held at the Job site.

471688 HWY 51
Stilwell, OK 74960
Phone: 918 441 - 8633

2. Receipt and Opening of Bids:

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

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

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

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

and designated as:

Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 7B EIFS

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 13, 2020.

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

3. Preparation of Bid:

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

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

4. Qualifications of Bidder:

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

5. Bid Security:

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

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

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

7. Conditions of Work:

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

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

8. Addenda and Interpretations:

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

9. Security for Faithful Performance:

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

10. Power of Attorney:

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

11. Notice of Special Conditions:

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

- a. Insurance requirements

Wilma P. Mankiller Health Clinic Expansion

- b. Pre-bid Conference
- 12. Not Used
- 13. TERO Certified Business Process:
 - a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
 - b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
 - c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.
- 14. Sales Tax Exemption:

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

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

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

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Concrete is March 1, 2020

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

WORK PACKAGE # 7B EIFS

1-22-20

SCOPE SUMMARY:

DIVISION: 0	- LEGAL DOCUMENTS	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 072400	- EXTERIOR INSULATION & FINISH SYSTEM	Complete;
SECTION: 072500	- MECHANICALLY FASTENED BARRIERS	As Applicable;
SECTION: 076200	- SHEET METAL FLASHING AND TRIM	As Applicable;
SECTION: 079200	- JOINT SEALERS	As Applicable;
DIVISION: 079500	- EXPANSION JOINT COVER ASSEMBLIES	As Applicable;
DIVISION: 099000	- PAINTING AND COATING	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 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 Exterior Insulation Finish Systems Bid Package 7B– EIFS for the WILMA p. Mankiller Health Center Expansion – located at 471688 HWY 51, Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

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. Contractor shall include mobilization as required for phases. 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 #7B - EIFS**

4. Provide Exterior Insulation Finish Systems per specification section 072400 complete to all work per contract documents/Drawings and Specifications.
5. Install in accordance with manufacturer's instructions and requirements and recommendations of EIMA Guideline Specification for Exterior Insulation and Finish Systems, Class PB
6. Apply weather resistant barrier to approved substrate in strict accordance with EIFS manufacturer's instructions. Apply flashing tape as required at all openings, across expansion joints, and at changes in substrate material.
7. Install vent assemblies as recommended by EIFS manufacturer.
8. Accessories: Install starter track, back-wrap mesh or edge wrap mesh at systems terminations and other accessories as recommended by EIFS manufacturer, assuring that track is level and securely fastened.
9. Provide Mechanically Fastened Air and Water Barriers as specified in section 07-2500
10. Install in accordance with manufacturers instructions.
11. Provide complete submittals with wall and soffit joint patterns, joint details, and molding profiles
12. Provide mock-up of typical EIFS application on specified substrate, size as indicated on drawings, and including flashings, joints, and edge conditions.

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 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

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #7B - EIFS**

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.
23. All deliveries are to be coordinated though 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 though 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.

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #7B - EIFS**

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. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
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.

**Wilma P. Mankiller Health Center Expansion
BID PACKAGE #7B - EIFS**

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

SCOPE OF WORK EXCLUSIONS:

NONE

BID PROPOSAL

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

BID PACKAGE #: 7B – EIFS

DATE: _____

Proposal of _____ (hereinafter called Bidder)

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

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

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

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

We propose to complete this work in _____ calendar days.

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

BASE PROPOSAL:

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

_____ Dollars

(\$ _____)

Bond Cost:

add _____ Dollars

(\$ _____)

Total:

_____ Dollars

(\$ _____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted:

Company Name: _____

Type of Company Individual Corporation Partnership Joint Venture

Business Address: _____

Telephone Number: _____

By: _____

Typed or Printed Name

Title: _____

Typed or Printed Title

Signature: _____

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: _____

Address: _____

Telephone: _____

Facsimile Telephone: _____

Authorized Representative: _____

Federal Employers Identification Number: _____

e-mail Address: _____

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

Bidders Checklist:

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

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