

## **Cherokee Nation – W.W. Keeler Second Story Addition and Remodel**

### **INSTRUCTIONS TO BIDDERS**

#### **1. Pre-bid Conference:**

A mandatory pre-bid conference will be held for this bid package on April 2, 2015 @ 10:00 AM. This conference will be held at Job site.

17675 S. Muskogee Ave.  
Tahlequah, OK 74464  
Phone: 918 441 - 8633

#### **2. Receipt and Opening of Bids:**

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation (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 M. Ross, Inc. at the following address:

Mail M. Ross, Inc.  
ATT: Chad Bell  
3441 W. 46<sup>th</sup> St. S.  
Muskogee, Ok 74401

Hand Deliver: M. Ross, Inc.  
ATT: Chad Bell  
3441 W. 46<sup>th</sup> St. S.  
Muskogee, Ok 74401

and designated as:

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**Bid Package #: 7B EIFS**

Cherokee Nation 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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 sixty (60) days after the actual date of the opening thereof.

**Bids may be submitted and must be received no later than 2:00 P.M. on April 14, 2015.**

Bids will be opened in private by Cherokee Nation 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.
- b. Bidder shall submit proposals using the prescribed forms included herein.
- 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.

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- 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 also 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 (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 sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he 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 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 Construction Manager 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 the **Project Manager, Chad Bell at M. Ross, Inc.**, phone **(918)681-2100**, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) given consideration, must be received at least five (5) 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.

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### 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.

### 14. Sales Tax Exemption:

N/A

### 15. Examination of Site

Contractor shall set up an appointment with the **Project Manager, Chad Bell at M. Ross, Inc.**, phone **(918)681-2100**, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

### 16. Obligation of Bidder:

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

### 17. Time of Completion and Liquidated Damages:

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