

# Cherokee Nation

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## ADDENDUM 01 – CN SAFE HAVEN MODULAR VILLAGE PHASE 1

NOVEMBER 26, 2024



**CHEROKEE NATION**

P.O. Box 948

Tahlequah, OK 74465

(918) 453-5000

ADDENDUM 01- CN SAFE HAVEN MODULAR VILLAGE  
PHASE 1

SEALED BIDS DUE NO LATER THAN WEDNESDAY, DECEMBER 11, 2024  
BY 2:00 P.M. CT. A PUBLIC BID OPENING WILL BE HELD WEDNESDAY,  
DECEMBER 11, 2024 AT 2:00 P.M. IN THE FINANCIAL RESOURCES  
LARGE CONFERENCE ROOM (DIRECTLY BEHIND THE MAIN COMPLEX)  
17665 S. MUSKOGEE, TAHLEQUAH, OK.

NO QUESTIONS SUBMITTED BY DEADLINE OF 5:00 PM, NOVEMBER 26,  
2024

ADDITIONAL DOCUMENT PROVIDED BY CHEROKEE NATION  
PLANNING & DEVELOPMENT DEPARTMENT AS PART OF  
ADDENDUM 01

1. Omit all electric service costs from this project. (TPWA will provide this service at no cost to CN)
2. GEOTECH REPORT has been published to the hyperlink on the bid packet listed on the procurement site.
3. No Blasting will be allowed per CN Risk Management.
4. ALL Bidders MUST Submit a Cost per Cubic Yard for Rock Removal after the CN Rock Clause has been satisfied by CN P&D.
5. There will be NO Driveways or House Pads built in this phase of construction.
6. The curb will be poured continuously without driveways cut-in.

**Cherokee Nation Planning & Development ROCK CLAUSE**

**Mass Rock Excavation:** Consists of the removal and satisfactory disposal off site per applicable unit price of bedrock, rock in lenses, or boulders 1 cubic yard or larger composed of hard granite or similar material requiring the use of rock drills and specialized equipment for removal, and that is measured, in place, prior to removal. In the event rock as defined above is encountered, the contractor shall immediately notify the owner, Geotech Engineer and the Architect. If requested, the contractor shall demonstrate that material cannot be removed by ripping with a

D6T dozer or equal with a minimum of 210 HP and a minimum operating weight of 41,200 lbs. equipped with a single shank ripper with a minimum penetration force of 15,000 pounds, with a pry out force of 20,000 pounds, pulling a single-tooth ripper, with ripping performed in a crisscross pattern or against the natural bedding plane. The Contractor may be required to provide equipment specification data verifying the above minimum-rated equipment will be used for demonstration purposes. The equipment is to be in good repair and in proper working condition with a competent, experienced operator.

1. If rock is encountered, the contract sum shall be adjusted in accordance with the unit prices submitted by the contractor and per agreed cost proposal provided by the contractor in bank form.
2. Upon encountering rock, the contractor shall remove all overburden from the material and notify the owner, Geotech Engineer and Architect that the material is ready for measurement. The Geotech Engineer will then determine if the material is qualified rock. Once the material is judged as qualified mass rock, the contractor's registered land surveyor shall survey, by cross section, the rock in place and submit the cross sections and calculations to the owner, architect, civil engineer, and geotechnical engineer for approval. All parties must agree on mass rock and confirm quantities prior to removal of rock.
3. Any material moved or removed without the measurement and approval will be considered as earth excavation.
4. Limit of payment shall be from top of rock to excavation requirements per specifications.

Trench Rock Excavation: Consists of the removal and satisfactory disposal off site of material composed of hard granite or similar material in trenches less than 10 feet wide that cannot be effectively removed using a 125-hp excavator with a pull of 36,500 pounds at the rate of 6 inches per 10 minutes or more or a backhoe equipped with a minimum ½ cubic yard heavy-duty trenching bucket placed on a machine capable of a lifting capacity of 7,500 pounds at a trench depth of 10 feet at the rate of 6 inches per 10 minutes or more, and that is measured, in place, prior to removal. In the event rock as defined above is encountered, the contractor shall immediately notify the owner, Geotech Engineer and the Architect. The Contractor may be required to

provide equipment specification data verifying that the above minimum-rated equipment will be used for demonstration purposes. The equipment is to be in good repair and in proper working conditions with a competent, experienced operator.

1. If trench rock is encountered, the contract sum shall be adjusted in accordance with the unit prices submitted by the contractor and per agreed cost proposal provided by the contractor in bank form.
2. Any material moved or removed without the measurement and approval will be considered as earth excavation.
3. Upon encountering rock, the contractor shall remove all overburden from the material and notify the owner, Geotech Engineer and Architect that the material is ready for measurement. The Geotech Engineer will then determine if the material is qualified rock. Once the material is judged as qualified rock, the contractor's registered land surveyor shall survey, by cross section, the rock in place and submit the cross sections and calculations to the owner, architect, civil engineer, and geotechnical engineer for approval. All parties must agree on rock and confirm quantities prior to removal of rock.
4. The trench rock payment limit shall generally be per excavation requirements shown in specifications and plans.
5. For rock excavation, a trench shall be defined as a linear excavation that is 5 feet or less in width and 2 feet or greater in depth. All other rock excavation shall be considered general mass rock excavation.
6. Trenches that are located within the limits of mass rock removal shall be classified as mass rock.

## **MANDATORY BID DOCUMENTS**

**ALL THE FOLLOWING PAGES AND INFORMATION MUST BE SUBMITTED WITH SEALED BID TO BE CONSIDERED FULLY RESPONSIVE & ELIGIBLE FOR AWARD.**

**PREPARATION OUTLINE  
CHEROKEE NATION SAFE HAVEN MODULAR VILLAGE PHASE 1**

The following information must be submitted and signed as indicated with sealed bid. All information must be submitted for bid to be considered responsive and reasonable.

- a. Preparation Outline (Attachment A, this page)
- b. Bid Form (Bid Packet, Page 17)
- c. Base Bid Form (Bid Packet, Page 18)
- d. Non-Collusive Affidavit (Bid Packet, Page 19)
- e. Previous Work History Form (Attachment B)
- f. TERO Certification (If applicable, to be provided by bidder)
- g. Statement on providing Indian Preference in Employment and Training Opportunities (Attachment C)
- h. Statement on providing Indian Preference in the award of Subcontracts (Attachment D)
- i. Bid Bond – 5% of Grand Total Bid Amount

**SPECIAL INSTRUCTIONS**

**\*\*Be advised that all responsive proposals will be evaluated as outlined in this solicitation packet.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**SEALED BID – BID FORM  
CHEROKEE NATION SAFE HAVEN MODULAR VILLAGE PHASE 1  
(CHEROKEE COUNTY)**

To the Cherokee Nation:

This Bidder, in compliance with your invitation for a sealed bids for the construction of a safe haven modular village phase 1, 35.8969980, -94.9939594, Tahlequah, Oklahoma (Cherokee County) and, having examined the bid documents; and, being familiar with all of the conditions surrounding the scope of work of the proposed project, hereby proposes to furnish all labor, quality control, materials, supplies, and supervision to complete the project for each site in accordance with the Contract Documents, and at the prices stated below. These prices to cover all expenses and taxes incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under his contract on dates to be specified in a written "Notice of Award" for the drawings and a "Notice to Proceed" for the construction from the NATION, if he is the successful bidder. The number of calendar days for project completion will be in 270 calendar days or \$500.00 per calendar day will be charged the Contractor for each day of extension over the presented construction end date.

Should any addenda be issued prior to the submission of this proposal, bidder acknowledges receipt of same by initials and date of the following addenda.

ADDENDUM #1 \_\_\_\_\_

ADDENDUM #2 \_\_\_\_\_

Bidder understands the NATION reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder understands award of this contract shall be subject to available funding.

Bidder agrees his bid shall be good and may not be withdrawn for a period of 90 calendar days from bid opening. Bidder will cooperate with the NATION to ensure a formal contract is fully executed within 10 days of his notice if he is the successful contractor.

Indian preference will be given on this project to firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO). Proof of certification must accompany all bids.

**BASE BID: CHEROKEE NATION SAFE HAVEN MODULAR VILLAGE PHASE 1**

The General Contractor, as Bidder, agrees to perform all work as shown and called for in the Plans and Specifications for the Cherokee Nation, that is shown to be the Base Bid.

The project will be completed within 270 calendar days from Notice of Award issued by Cherokee Nation. The Bidder agrees to furnish all labor, quality control, materials, supplies, and supervision to complete the project in accordance with the scope of work and specifications for this project, and at the prices stated below.

BASE BID: \$ \_\_\_\_\_

A. Deduction to remove all sidewalks. \$ \_\_\_\_\_

B. Deduction to remove all water meter taps, lines, main line Tee's and accessories to **individual homes** (main water line stays). \$ \_\_\_\_\_

**GRAND TOTAL:** \$ \_\_\_\_\_

Bidder agrees to construction completion timeline:  Yes  No

NOTE TO BIDDERS REGARDING INDIAN PREFERENCE: (Check One)

TERO Certified Contractor:  Yes  No  
(Proof of certification must accompany all bids)

Major Cherokee Employer:  Yes  No  
(Bidder must contact TERO at 918-453-5000 for this preference)

SUBMITTED:

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposed and says that he/she is a partner or officer of the firm of \_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Cherokee Nation, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: \_\_\_\_\_  
(Bidder, if the bid is an individual;  
Partner, if the bid is a partnership;  
Officer, if the bid is a corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Commission Number

## PREVIOUS WORK HISTORY FORM

**NOTE:** This form is a required submission from each bidder/offeror and is the Nation's documentation to determine responsible bidders/offerors. In the spaces below, complete all information requested, providing all telephone numbers and any available facsimile numbers for all employers, companies and vendors listed. In the disclosure space, enter any defaults, assignments or foreclosures.

Employer/Company name, address, phone & fax	Contract Amount	Contract start and completion dates	Describe type of work performed/completed	Disclosures	Contractor's Current and previous vendors – give address and phone/fax
<b>Please attach additional sheets as required to sufficiently provide a minimum of three (3) years work history</b>					

**TERO CERTIFICATE**

**(if applicable)**

## Statement on Providing Indian Preference In Employment and Training Opportunities

The Cherokee Nation has determined that all bidders this solicitation shall to the greatest extent feasible comply with Indian Preferences in providing training and employment opportunities.

Detail your employment and training opportunities and plans to provide preference to Indians in implementing the contract:

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Provide the number or percentage of Indians anticipated to be employed and trained.

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If less than 100% Indian for new hires explain why: \_\_\_\_\_

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Provide a list of all core crew (permanent full-time employees) members: \_\_\_\_\_

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Describe the methods that will be used to train Indian employees \_\_\_\_\_

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**Comparable statements from all subcontracts must be submitted.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Statement on Providing Indian Preference  
In the Award of Subcontracts**

The Cherokee Nation has determined that all bidders under this solicitation shall to the greatest extent feasible comply with Indian Preference in the awarding of all subcontracts under the contract.

If no responsive proposal by a qualified Indian-Owned economic enterprise or organization is within the estimated range of the total price of the lowest responsive proposal from any qualified enterprise, award shall be made to the bidder with the lowest price.

All bidders must submit with their proposal, documentation of the bids or quotations received in subcontracts awarded to a non-Indian enterprise or a non-Indian organization. Failure by the bidder to provide such information shall render the proposal non responsive and the bidder ineligible for award.

Detail your plans to provide Indian Preference in the award of subcontracts:

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\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**BID BOND**

**OR**

**CASHIER'S CHECK**

**(5% of Grand Total Amount on Base Bid Form)**