



**Housing Authority of
the Cherokee Nation
24 New Homes
Tahlequah, OK
Bid Book**

RE-BID
Bid Package #4

**32A - Fence
32B - Sod & Grass**

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BID REQUIREMENTS

1.0 PROJECT INFORMATION

1.1 PROJECT DESCRIPTION

The Housing Authority of the Cherokee Nation (Owner) and Builder's Unlimited, Inc. (Construction Manager) request bids from Contractors to provide construction services for the 24 New Homes to be located in Tahlequah, OK. The project is located at Northwest corner of East Allen Road and Cedar Avenue in Tahlequah, OK. Bids will be accepted until no later than 10:00AM, Monday, May 15, 2023.

1.2 DEFINITIONS

Contractor = Bidder
Construction Manager = Builder's Unlimited, Inc.
Owner = Housing Authority of the Cherokee Nation
Architect = Blue River Architects

1.3 CONTRACT DOCUMENTS

Housing Authority of the Cherokee Nation

100% Civil Construction Documents, 03/07/2023

Plan Sheets

C000 Cover Sheet
C100 General Notes
C101 General Notes Utilities
C200 Survey
C201 Erosion Control and Demolition Plan
C300 Geometric Plan
C400 Site Plan
C500 Grading Plan
C501 Drainage Area Existing
C502 Drainage Area Proposed
C503 Overall Storm Plan
C504 Storm Plan & Profile
C505 Storm Plan & Profile
C506 Detention Pond
C507 Retaining Wall Plan & Profile
C600 Utility Mains Plan
C601 Sanitary Sewer Plan & Profile
C602 Sanitary Sewer Plan & Profile

Housing Authority of the Cherokee Nation
24 New Homes, Tahlequah, OK

- C603 Sanitary Sewer Plan & Profile
- C604 Sanitary Sewer Plan & Profile
- C605 Sanitary Sewer Plan & Profile
- C606 Water Plan & Profile
- C607 Water Plan & Profile
- C608 Water Plan & Profile
- C700 Street Plan & Profile
- C701 Street Plan & Profile
- C702 Street Plan & Profile
- C703 Street Plan & Profile
- C704 Street Plan & Profile
- C705 Intersection Details
- C800 Paving Details
- C801 Sanitary Sewer Detail
- C802 Waterline Details

BID REQUIREMENTS

2.0 INSTRUCTIONS TO BIDDERS

2.1 BID PACKAGES

BID PACKAGE #4

#32A	Fences
#32B	Sod & Grasses

ALLOWANCES

Any required allowances will be identified in the bid packages, if applicable.

2.2 BID DATE/TIME/LOCATION

Emailed bids will be received until no later than 10:00 AM on Monday, May 15, 2023. Bids may be turned in prior to the morning of May 15, 2023 deadline.

Emailed bids must be sent to:

Construction Manager
Builder's Unlimited, Inc.
Project Executive, Cassidy Fisher
cfisher@buiok.com

Email Subject MUST read:

Cherokee Nation 24 New Homes Tahlequah Bid Package #4

2.3 BID SUBMISSION PROCEDURES

- 2.3.1 Bids shall be submitted on the form included herein and reference the appropriate Bid Package.
- 2.3.2 All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- 2.3.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- 2.3.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

- 2.3.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
- 2.3.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.
- 2.3.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- 2.3.8 Proof of TERO Certification must accompany and be included in the bid submittal. TERO preference will only be given to bidders who provide proof.

2.4 BID DOCUMENTATION REQUIRED

All Bidders must submit one (1) copy of their Bid Package Form, all with original signatures on the SUBMITTED BY signature line.

Project: HACN 25 New Homes
Tahlequah, OK
Bid Package # _____
Bid Package Description _____

Bidder's Name and Address

Email Subject MUST read:

Cherokee Nation 24 New Homes Tahlequah Bid Package #4

2.5 BID RECEIPT AND NOTIFICATION OF RESULTS

The bids will be taken under advisement and reviewed by the Owner and Construction Manager. Successful bidders will be notified upon acceptance by the Owner.

2.6 PRE-BID CONFERENCE

Not Applicable.

2.7 QUESTION AND ANSWER PROCEDURES

Not Applicable.

2.8 CONTRACTOR QUALIFICATION

Not Applicable.

2.9 INSURANCE REQUIREMENTS

1. Worker's Compensation – Worker's Compensation insurance complying with the laws of the State of Oklahoma, whether or not the Contractor is required by such laws to maintain such insurance and Employer's Liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
2. General Liabilities – 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.
3. Excess Liability – Excess liability coverage as may be required by the Owner. The Owner shall communicate such coverage requirements to the Construction Manager prior to commencing work on the project.
4. Automobile – 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.

2.10 SITE ACCESS AND TEMPORARY PROVISIONS

Bidders should visit the site during the pre-bid period and take such steps as may be necessary to ascertain the nature and condition of the work and the general and local conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner will assume no responsibility for any understandings or representations made concerning conditions made prior to the execution of the Contract, unless included in the invitation for bids, the specifications or related documents.

The Construction Manager will provide temporary sanitary facilities, temporary construction power and water and dumpster service for the duration of the project.

Each contractor will be responsible for providing drinking water, safety and required PPE for its employees.

The Contractor will provide adequate protection as applicable to its work and as required for public property, private property, utilities and materials. Contractor will be responsible for correcting any damage caused by its negligence in a manner approved by the Construction Manager, Architect and/or Owner at no additional cost.

2.11 PLAN ROOMS

Digital copies of drawings and specifications may be requested and sent via DropBox Link or ISQFT from Cassidy Fisher, cfisher@buiok.com or 918-835-1138.

Builders Unlimited, Inc.
9835 S 219th E Ave
Broken Arrow, OK 74014
918-835-1138

2.12 SUBMISSION OF FAXED OR EMAILED BIDS

Email Subject MUST read:

Cherokee Nation 24 New Homes Tahlequah Bid Package #4

2.13 INDIAN PREFERENCE REQUIREMENTS

This project is subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act, which requires in part and to the greatest extent feasible, preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises.

The Cherokee Nation, Owner, has adopted a Tribal Employment Rights Ordinance (TERO). The Contractor, its appointed agents and all other parties will agree to recognize the rights, responsibility and authority and agree to abide by the TERO regulations and determinations. The Contractor and all other parties will recognize that TERO has a primary commitment to the employment of Native American tribal members and the hiring of Native American preference employees.

TERO agreements and forms will be signed by all Contractors prior to commencement of work.

TERO will monitor hours and will require weekly labor forms.

TERO will monitor the job site to ensure that the TERO agreement will be enforced.

Indian preference will be given only to bidders who provide proof of current certification from the Cherokee Nation Tribal Employment Office (TERO) located in Tahlequah, OK. A copy of your TERO Certificate (front & back) must accompany and be included in bid submittal.

2.14 ATTACHMENTS

Bid Packages
Prevailing Wage
Civil Documents dated March 7, 2023

BID REQUIREMENTS

3.0 SCOPES OF WORK

3.1 BID REQUIREMENTS

The scope of work for these bid packages shall include, but is not necessarily limited to the following general items.

Project Coordination

1. Contractor is to furnish manpower and equipment necessary, as required by the project schedule, including interim milestone dates and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule of Contractor falls behind due to their own fault or due to inclement weather.
2. Contractor is responsible for field engineering, layout and field layout from benchmarks and base building control furnished the Construction Manager. Rough-in requirements are to be dimensioned from column lines as shown on the contract documents.
3. Contractor shall furnish hoisting and material transport for the scope of this bid package.
4. Contractor shall furnish pumping and dewatering as required for the scope of this bid package. Any pumping performed must be done so as not to hinder the work of other trades.
5. Contractor will perform any sawcutting, patching and removal of debris as required for the scope of this bid package. The Construction Manager must approve the quality of any cutting and patching work.
6. Contractor shall furnish drinking water for its employees and its subcontractors employees for the scope of this bid package.
7. Contractor shall include all remobilization operations required to complete the scope of this bid package.
8. Contractor shall coordinate all material deliveries with the Construction Manager.
9. Contractor shall clean up his work in such a manner as to maintain safe working conditions on the project, including, but not limited to excess material, lunch trash and dirt and debris on streets and sidewalks. All trash generated from the Contractors work or its forces shall be removed by the Contractors own forces and equipment. Trash shall be placed in an on-site dumpster provided by others. Any waste that requires special disposal, such as steel, metal deck, concrete, pavement or hazardous waste will be disposed of by the Contractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster. If, after a 24-hour notice, Contractor fails to clean up trash, the Construction Manager may clean up the trash and the cost shall be charged to the Contractor.

10. Contractor's field supervisory personnel shall attend weekly project coordination meetings while performing work at the site.
11. Contractor shall conform to the Construction Managers work hours.
12. Contractor shall furnish protection of adjacent surfaces and repair any damage caused by the work of the Contractor.
13. The work shall be of sound and quality construction and shall comply with all applicable codes, standards and the intent of the Contract Documents. No claims for extra work will be honored by the Construction Manager for work which must be performed by the Contractor to meet code or standard requirements or to comply with the reasonably implied intent of the Contract Documents.

Safety

14. Contractor is to provide for its employees all necessary safety railing and fall protection as required by the authorities having jurisdiction.
15. Contractor will furnish temporary barricades, flagmen and traffic control as required for the scope of this bid package.
16. Contractor shall furnish all scaffolding, work platforms, equipment and supplies to complete all work performed under the scope of this bid package and as required under the by the authorities having jurisdiction.
17. Contractor shall furnish all temporary shoring and bracing that may be required under the scope of this under the scope of this bid package. If engineering is required for such bracing and shoring, cost of such engineering is to be included in this bid package.
18. Contractor will prepare in an acceptable format a job specific safety plan including written hazard analysis prior to starting work.

Testing

19. Contractor will assist the Material Testing Laboratory in obtaining samples and gathering data as needed.
20. Laboratory materials testing shall be provided by others, however, any re-testing required due to failed initial testing or areas not ready for required testing due to the actions of the Contractor shall be paid for by the Contractor.

Administrative

21. Contractor will furnish all submittals, shop drawings, samples, mock-ups and closeout documents required by the Contract Documents.
22. Contractor will furnish all licenses, permits and certifications and arrange for inspections and testing as may be required by and for Contractors work and as required by the authorities having jurisdiction.
23. Contractor will be expected to sign the form of agreement and provide insurance and bonds required in the Contract Documents.
24. Contractor shall submit closeout documents within 5 days of request from the Construction Manager.

Warranties

25. All warranties, including equipment warranties, shall begin on the Date of Substantial Completion of the Project regardless of when the equipment was started up for temporary or permanent use.
26. In the case of equipment such as air handlers that are used for temporary heating, the Contractor installing this equipment shall install new air filters or other required components and put the equipment in like-new condition at the time of Substantial Completion of the Project. This shall be included as part of the Contractors contract price as well as a warranty extension to cover the temporary use.
27. The requirements of these paragraphs are supplemented by warranty requirements of the General Requirements of the contract.

3.2 BID PACKAGES

See attached

BID REQUIREMENTS

4.2 BID PACKAGES

BID PACKAGE #4-32A Fence

Bidders shall include all labor, material, travel expenses and equipment from referenced Tahlequah Housing Development 100% Civil Documents dated March 7, 2023. The scope of work for these bid packages shall include, but is not necessarily limited to, the following general scope of work.

Definition of Terms

Contractor = Bidder

Construction Manager = Builder's Unlimited, Inc.

Owner = Housing Authority of the Cherokee Nation

Architect = Blue River Architects

The scope of work of this bid package shall also include the following items:

- 1. It is the intent of this scope of work to provide a definition of the required work and all associated practices, including but not limited to, and in association with the scope of work described in this Bid Package and in accordance with the contract documents. Contractors are to provide 100%, without exception, all labor, material, equipment and supervision necessary to complete all aspects of their scope of work per the contract documents.**
- 2. If required, the expediting of this project is to be accounted for in this proposal.**
- 3. Contractor is to submit electronic copies of all material data sheets, shop drawings, color charts, fixture and material schedules, installation instructions, operation and maintenance, and warranty information within five (5) days of receipt of subcontract or purchase order. Send submittals directly to Cassidy Fisher, cfisher@buiok.com. All samples will need to be mailed or hand-delivered to our office. Proceeding with any of the work without stamped "Approved" or "Approved as Noted" submittals from the Architect will be at the risk of the Contractor.**
- 4. Contractor is to implement measures for COVID-19 safety procedures for all personnel.**
- 5. 24hr notice is required for all staff/crew changes that may occur.**
- 6. Proper Personnel Protective Equipment (PPE) is always required to be worn, NO EXCEPTIONS, to include work boots, long pants, hard hat, Hi-Visibility outer garment, safety glasses, and any specialized equipment based upon type of work being performed per OSHA requirements.**
- 7. All systems and components shall be installed in accordance with all National, Federal, State, County, and local codes, and regulations.**

8. Contractor will furnish all licenses, permits, and certifications and arrange for inspections and testing as may be required by and for Contractor's work and as required by the authorities having jurisdiction.
9. Include all tools, equipment, lifts, scaffolds, baskets, etc. as required for the complete installation.
10. Prompt material orders and procurement will be required.
11. Any professional engineering services required by the contract documents for the assembly of submittals and shop drawings are the responsibility of the contractor.
12. All work performed and material installed per this bid package shall meet the ASTM and all other standards which apply to this scope of work, as specified in the contract documents.
13. Coordinate the installation of your scope of work with Project Superintendent and other trades as required as to avoid field conflict with previously or future installed materials. Report any existing or foreseen conflicts to Project Superintendent immediately.
14. Contractor shall provide Base Bid as outlined on the proposal.
15. Contractor shall include the cost of insurance in this bid package.
16. Contractor shall abide the Construction Manager's safety program which will be reviewed prior to construction and will be maintained on the jobsite at all times.
17. Contractor shall keep their work area clean and maintained at all times to the satisfaction of the Construction Manager and the Owner. Contractor shall clean all trash and debris daily, upon completion of work, and at direction of Project Superintendent. If Construction Manager performs any cleanup for your scope of work, Contractor will be charged/fined at \$30.00 per hour, per man/woman.
18. Contractor is responsible for all the information provided in the Cherokee Nation TERO language.
19. Contractor is to provide Construction Manager with a Project Labor Agreement Form prior to beginning any work onsite.
20. Contractor is to provide Construction Manager with a list of crew members that will be onsite, if any of these crew members are Native American, please include a copy of their CDIB or tribal card. There will be a TERO fee \$25/day for each non-Native American crew member on site. This fee is per day/per non-Native American crew member fee, not a one-time fee. This amount will be billed to you from the Cherokee Nation TERO. If a crew member from your Company is onsite without being listed on your core crew list (keep updated) and does not have a badge issued by the Cherokee Nation TERO, you will receive a fine from the Cherokee Nation TERO.
21. Contractor is to provide Construction Manager with a weekly Project Labor Fees Form. Please submit electronically to efisher@buiok.com.
22. Davis Bacon Wage rates scale shall apply to all employees working on of this project. Certified payroll reports shall be submitted WEEKLY to our office for all employees working onsite for this project A fillable form can be found at <https://www.dol.gov/whd/forms/wh347.pdf> Please email reports directly to Ashley at amills@buiok.com.
23. Project is taxable.

24. Contractor to furnish all licenses, permits and certification, arrange for inspections and testing as may be required by and for Contractor work and as required by the authorities having jurisdiction.
25. Coordinate installation of your scope of work with Construction Manager and other trades as required as to avoid field conflict with previously or future installed materials. Report any existing or foreseen conflicts to Construction Manager immediately.
26. Furnish all labor, material and equipment related to the civil documents scope of work including but not limited to: install a minimum of 3,923 LF of Cedar Privacy Fence around site perimeter.
27. Fence to be six (6) feet tall.
28. Post will be 4-inch x 4-inch treated.
29. Pickets to be 6'' wide.
30. Post to be set in 12'' x 36'' concrete footing. Concrete to be a minimum of 3,000 PSI.
31. Top of footings shall be 4 inches below finish grade.
32. Set fencing at 2 inches above finished grade.
33. All fencing to be set in straight lines, post to be plumb and rails set in uniform horizontal lines.
34. Protect adjacent finish surfaces from damage during installation.
35. Coordinate with other trades before and during installation.
36. Scope to include adequate manpower to manage and maintain construction schedule.
37. Provide daily cleanup to GC provided dumpster.

ADD ALTERNATE:

1. Provide a cost to set metal posts in lieu of 4x4 treated.

BASE BID FENCE

TOTAL IN WORDS _____

TOTAL IN DOLLAR \$ _____

ADD ALTERNATE: _____

We acknowledge Addendum No(s). _____

Housing Authority of the Cherokee Nation
Cherokee Subdivision, Tahlequah, OK

Company _____

Submitted by _____

Signature _____

Title _____

Phone _____

Email _____

Fax _____

All pages of this section must be returned with the bid.

TERO Certified Contractor: _____ YES _____ NO
(Proof of certification must accompany all bids)

BID REQUIREMENTS

4.2 BID PACKAGES

BID PACKAGE #4-32B – Sod & Grasses

Bidders shall include all labor, material, travel expenses and equipment from referenced Tahlequah Housing Development 100% Civil Documents dated March 7, 2023. The scope of work for these bid packages shall include, but is not necessarily limited to, the following general scope of work.

Definition of Terms

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Owner = Housing Authority of the Cherokee Nation

Architect = Blue River Architects

The scope of work of this bid package shall also include the following items:

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- 2. If required, the expediting of this project is to be accounted for in this proposal.**
- 3. Contractor is to submit electronic copies of all material data sheets, shop drawings, color charts, fixture and material schedules, installation instructions, operation and maintenance, and warranty information within five (5) days of receipt of subcontract or purchase order. Send submittals directly to Cassidy Fisher, cfisher@buiok.com. All samples will need to be mailed or hand-delivered to our office. Proceeding with any of the work without stamped "Approved" or "Approved as Noted" submittals from the Architect will be at the risk of the Contractor.**
- 4. Contractor is to implement measures for COVID-19 safety procedures for all personnel.**
- 5. 24hr notice is required for all staff/crew changes that may occur.**
- 6. Proper Personnel Protective Equipment (PPE) is always required to be worn, NO EXCEPTIONS, to include work boots, long pants, hard hat, Hi-Visibility outer garment, safety glasses, and any specialized equipment based upon type of work being performed per OSHA requirements.**
- 7. All systems and components shall be installed in accordance with all National, Federal, State, County, and local codes, and regulations.**

8. Contractor will furnish all licenses, permits, and certifications and arrange for inspections and testing as may be required by and for Contractor's work and as required by the authorities having jurisdiction.
9. Include all tools, equipment, lifts, scaffolds, baskets, etc. as required for the complete installation.
10. Prompt material orders and procurement will be required.
11. Any professional engineering services required by the contract documents for the assembly of submittals and shop drawings are the responsibility of the contractor.
12. All work performed and material installed per this bid package shall meet the ASTM and all other standards which apply to this scope of work, as specified in the contract documents.
13. Coordinate the installation of your scope of work with Project Superintendent and other trades as required as to avoid field conflict with previously or future installed materials. Report any existing or foreseen conflicts to Project Superintendent immediately.
14. Contractor shall provide Base Bid as outlined on the proposal.
15. Contractor shall include the cost of insurance in this bid package.
16. Contractor shall abide the Construction Manager's safety program which will be reviewed prior to construction and will be maintained on the jobsite at all times.
17. Contractor shall keep their work area clean and maintained at all times to the satisfaction of the Construction Manager and the Owner. Contractor shall clean all trash and debris daily, upon completion of work, and at direction of Project Superintendent. If Construction Manager performs any cleanup for your scope of work, Contractor will be charged/fined at \$30.00 per hour, per man/woman.
18. Contractor is responsible for all the information provided in the Cherokee Nation TERO language.
19. Contractor is to provide Construction Manager with a Project Labor Agreement Form prior to beginning any work onsite.
20. Contractor is to provide Construction Manager with a list of crew members that will be onsite, if any of these crew members are Native American, please include a copy of their CDIB or tribal card. There will be a TERO fee \$25/day for each non-Native American crew member on site. This fee is per day/per non-Native American crew member fee, not a one-time fee. This amount will be billed to you from the Cherokee Nation TERO. If a crew member from your Company is onsite without being listed on your core crew list (keep updated) and does not have a badge issued by the Cherokee Nation TERO, you will receive a fine from the Cherokee Nation TERO.
21. Contractor is to provide Construction Manager with a weekly Project Labor Fees Form. Please submit electronically to cfisher@buiok.com.
22. Davis Bacon Wage rates scale shall apply to all employees working on of this project. Certified payroll reports shall be submitted WEEKLY to our office for all employees working onsite for this project A fillable form can be found at <https://www.dol.gov/whd/forms/wh347.pdf> Please email reports directly to Ashley at amills@buiok.com.
23. Project is taxable.

24. Contractor to furnish all licenses, permits and certification, arrange for inspections and testing as may be required by and for Contractor work and as required by the authorities having jurisdiction.
25. Coordinate installation of your scope of work with Construction Manager and other trades as required as to avoid field conflict with previously or future installed materials. Report any existing or foreseen conflicts to Construction Manager immediately.
26. Furnish all labor, material and equipment related to the civil documents scope of work including but not limited to: provide labor and material to install Bermuda sod at house types 1, 2, 3, 4.
27. Provide 15 feet of sod on all sides of houses.
28. Provide a minimum of 3,200 sq ft of sod per house.
29. Provide labor to water sod when laid.
30. Clean up daily to GC provided dumpster.
31. Sweep or blow all dirt from sidewalk, patios, drives, and streets.
32. Detention ponds to be fully sodded.
33. Hydro mulch all disturbed areas not scheduled for sod.
34. Scope to include adequate manpower to manage and maintain construction schedule.

BASE BID SOD & GRASSES

TOTAL IN WORDS _____

TOTAL IN DOLLAR \$ _____

We acknowledge Addendum No(s). _____

Housing Authority of the Cherokee Nation
Cherokee Subdivision, Tahlequah, OK

Company _____

Submitted by _____

Signature _____

Title _____

Phone _____

Email _____

Fax _____

All pages of this section must be returned with the bid.

TERO Certified Contractor: _____ **YES** _____ **NO**
(Proof of certification must accompany all bids)