



Tulsa Casino – asphalt parking lot repair

Tulsa Casino Hotel Resort

951 W. 36th Street North
Tulsa, OK 74127

Bid

Due Date:
May 29, 2024

Issued By:
Osage Nation Gaming Enterprise

Osage Casinos
1211 W. 36th Street North, Tulsa, OK 74127

Invitation to Bid

Osage Casinos

Project: Tulsa Casino Hotel Resort – Asphalt Parking lot repair project

Osage Casinos will accept sealed bids from qualified contractors to complete the parking lot repairs including but not limited to, crack fill, sealcoat application, and parking lot re-striping for the specified areas at the project located at 951 W. 36th Street North, Tulsa, Oklahoma.

Sealed bids will be received until 2:00 pm Central time on May 29, 2024 at Osage Casinos Executive offices: 1211 W. 36th Street North, Tulsa, OK 74127. All bids will be opened and read aloud publicly. A non-mandatory pre-bid meeting will be held at 2:00 pm at the Osage Casino Executive offices on May 21, 2024.

Bid documents may be obtained beginning May 10, 2024 by contacting the Procurement Officer. Questions concerning this publication can be directed to the Procurement Officer, Stephanie Parker at stephanie.parker@osagecasinos.com

Osage Preference will be applied in award of the contract in compliance with the Osage Nation Competitive Bidding Act.

Osage Casinos reserves the right to reject any and all bids.

Section I. General Notice

I. Owner:

Osage Casinos

Facilities Director Bruce Cass
Phone: 918-699-7849
Email: bruce.cass@osagecasinos.com

Osage Casinos

Procurement Officer Stephanie Parker
Phone: 918-699-7834
Email: stephanie.parker@osagecasinos.com

II. Project:

The Osage Casino (OC) is requesting sealed bids from qualified contractors for the Parking lot repair Project:

- I. Tulsa Parking lot Repair Project

III. Sealed bids shall be submitted as follows:

Mail or hand delivered To:

Osage Casinos
Attention: Stephanie Parker, Procurement Officer
1211 W. 36th Street North
Tulsa, OK 74127

Date & Time:

No later than **2:00 Central Time, May 29, 2024**

Bids received after this time will be considered null and void and will not receive further consideration. Miss-deliveries, late, or faxed submittals may be considered non-responsive.

Submitting a bid will represent that you have fully reviewed and fully understand the terms of the project documents.

Each bid shall be submitted in an envelope clearly marked indicating the Project Title.

Questions directly relating to any matter contained in this Invitation to Bid (BID) shall be directed to:

Osage Casinos: Stephanie Parker, Procurement Officer
Email: stephanie.parker@osagecasinos.com

All questions must be received in writing utilizing the RFI form (**Addendum G**) no later than three (3) business days prior to BID deadline. Substantive questions and answers will be made available to all known BID recipients. When appropriate, revisions, substitutions, or clarifications shall be issued as official addenda to this BID.

IV. Awarding

- I. The project will be awarded in compliance with the **Osage Nation Competitive Bidding Act** ONCA 19-36
- II. BID will be awarded by June 10, 2024
- III. All bidders will be notified in writing when their bid has been awarded or is no longer considered for award.
- IV. Award of the contract is subject to a determination that the contractor is eligible to contract with the OSAGE CASINOS
- V. The Owner and its authorized representatives will review all bids received, and may contact bidders to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given Bid as submitted. The decision of the Owner shall be final and not subject to appeal.

Section II. Project Description

I. Project Name:

Tulsa Parking lot repair Project

II. Project Information:

This document serves as the construction documents and project manual for the complete project.

Section III. Information for Bidders

1) Governing Law and Licensing

a) Notices

i) **Governing Law and Venue.** The Parties agree that this Contract shall be governed by the laws of the Osage Nation, the State-Tribal Compact, federal laws and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Contracts executed, delivered and performed solely within the jurisdiction of the Osage Nation. The Parties acknowledge that sites where the goods and services will be used or installed and the performance of this Contract will occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., under the jurisdiction of the Osage Nation. Venue shall be in the Osage Nation District Court.

ii) **License.** (1) All vendors of gaming equipment, supplies, or services are required by law to be licensed by the Osage Nation Gaming Commission. **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID..**

b) OSAGE CASINO reserves the right to:

i) Amend, modify, or withdraw this BID.

ii) Require supplemental statements or information from Bidders.

iii) Accept or reject any and all Bids.

c) This Invitation to Bid does not obligate OSAGE CASINO to award a contract, to pay for costs incurred in preparing any Bidder, or to procure the services described herein. All Bids are submitted at the sole expense of the Bidder. OSAGE CASINO shall incur no liability of obligation to any Potential Bidder except pursuant to a written contract of services, duly executed by the Award Bidder and an authorized signatory for OSAGE CASINO.

d) All Bidders shall execute all Addenda with in this Bid solicitation including A, B, C, D, E, F, and G. All forms shall be submitted within the sealed bid.

Section IV. Public Records

Information provided by a Bidder in response to this Solicitation will, to the extent allowed by law, be held in confidence and will not be revealed or discussed with competitors. The owner may provide an abstract of bids for review.

Section V. Ordinances

The FIRM shall conform to the applicable Osage Nation, ONGC, ONGE, Federal, State and local laws, codes, ordinances, regulations, and standards as modified by any waivers which may be obtained from the appropriate jurisdictions.

Any violation of Section 20 of the Osage Nation Competitive Bidding Act shall constitute a material breach of this contract and shall entitle the Osage Nation to revoke, rescind, and repudiate this contract. In the event of such material breach of this contract, the Osage Nation shall be relieved of all obligations contained herein and the contractor shall forfeit to the Nation any bond or deposit related to this contract.

SECTION 20. PROHIBITIONS

A. Split Contracts. It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to allow a contract to be split into partial contracts for the purpose of circumventing or attempting to circumvent the competitive bidding requirements established by this Act, provided this provision shall not otherwise prohibit the Nation from soliciting bids and letting separate contract awards for specialized portions of a construction project in good faith;

B. Buy-In Contracts Prohibited. It shall be unlawful for any contractor to submit an offer below anticipated costs, expecting to-

1. Increase the contract amount after award (e.g. through unnecessary or excessively priced change orders); or
2. Receive follow-on contracts at inflated prices to recover losses incurred on the buy-in contract.

C. Offer of Kick-Backs Prohibited. It shall be unlawful for any person or entity seeking to do business with the Osage Nation to offer any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any official or employee of the Nation or any contractor, subcontractor, or employees of contractors or subcontractors for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract;

D. Acceptance of Kick-Backs Prohibited. It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to solicit, accept, or attempt to accept any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind from a

person or entity seeking to enter into a contract or subcontract subject to the provisions of this Act.

E. Improper Influence Prohibited. It shall be unlawful for any person or entity to otherwise seek to improperly influence an official or employee of the Nation to give consideration or to act regarding a contract or subcontract on any basis other than the merits of the matter.

F. Collusion Prohibited. Any agreement or collusion among bidders, prospective bidders or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void.

G. Prohibition on Circumvention. It shall be unlawful for any official or employee of the Nation to seek to circumvent any provision of this Act, including but not limited to:

1. The declaration of any emergency;
2. Disclosure of the terms of a bid submitted in response to a bid notice issued by a Procurement Officer in advance of the time set for opening of all bids;
3. Withholding or impeding the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said withdrawal has been made equally and uniformly known.

H. Prohibition on Solicitation, Possession, and Receipt. It shall be unlawful for any person or entity to solicit, possess, or receive information which is to be contained in a bid notice of a Procurement Officer, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public.

For a complete copy of the Osage Nation Competitive Bidding Act please contact the Procurement Officer.

Section VI. Insurance

See Addendum D

All Contracting firms' insurance policies shall name:

Osage Nation
Osage Nation Gaming Enterprise
Osage Casino
and any other parties requested by owner as additionally insured.

Addendum - A



General Information Sheet

Legal Name: _____

D.B.A Name: _____

Business Mailing Address: _____

Business Physical Address: _____

Phone Number: _____

Fax Number: _____

Contact or Rep: _____

Title: _____

Email Address: _____

Type of Services: _____

Type of Goods: _____

Submitted By: _____
(Print Name) (Date)

(Signature)

**Please review and forward the attached information
in a timely manner.**

Addendum - B

ACKNOWLEDGEMENT AND CONSENT

1. Governing Law and Venue. All Agreements with the Osage Nation Gaming Enterprise (“ONGE”) shall be governed by the laws of the Osage Nation, the State-Tribal Compact, federal laws, and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Agreements executed, delivered and performed solely within the jurisdiction of the Osage Nation. The sites where the goods and services will be used or installed and the performance of any and all services shall occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., under the jurisdiction of the Osage Nation. Venue shall be in the Osage Nation District Court.

2. Consent to Jurisdiction. For the purposes of any Agreement entered with the ONGE, Vendor consents to the civil jurisdiction of the Osage Nation and its governmental bodies and agencies, and shall be subject to the laws of the Osage Nation including, but not limited to, the Tribal-State Compact, the Osage Nation Gaming Statute, the Osage Nation Gaming Commission regulations, and the National Indian Gaming Commission regulations. Vendor agrees to adhere to and comply with federal and tribal Internal Control Standards applicable to the goods and services it provides to the ONGE.

3. License or Registration. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Any persons or entities providing the ONGE with non-gaming related services, goods, or supplies as defined in Section 204.1 of the Osage Nation Gaming Commission’s regulations, must register with the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL THE NON-GAMING VENDOR HAS REGISTERED WITH THE OSAGE NATION GAMING COMMISSION. FAILURE TO REGISTER OR RE-REGISTER SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received, or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission.

4. Insurance. Where applicable, Vendor shall obtain and maintain any required insurance for the duration of the Agreement in an amount established by ONGE, and provide a Certificate of Insurance naming the Osage Nation and the ONGE and its officers as additional insureds.

I hereby acknowledge that I have read the foregoing terms and conditions and understand that, by submitting a proposal in response to this RFP, I consent to the above terms and conditions. I further understand that no contract with the Osage Nation Gaming Enterprise shall be valid or enforceable without the inclusion of the terms and conditions contained herein.

Signature

Date

Addendum - C

VENDOR LICENSE REQUIREMENT and NON-COMPLIANCE CONSEQUENCES

ACKNOWLEDGEMENT

The Osage Nation Gaming Enterprise d.b.a. Osage Casino is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe. The Osage Nation has entered into a Compact with the State of Oklahoma to conduct Class III gaming. The Compact, as well as the Osage Nation Gaming Statute, requires all persons or entities that conduct business with the Osage Casino to be licensed in accordance with the rules and regulations of the Osage Nation Gaming Commission.

By law, all persons or entities transacting business with Osage Casino for goods and/or services are required to be licensed by the Osage Nation Gaming Commission. (*Rules and Regulations of the Osage Nation Gaming Commission Part 202 (2007)*)

No contract between the Osage Casino and any person or entity required to be licensed by the Osage Nation Gaming Commission shall be valid or enforceable until such person or entity has been granted a vendor license by the Osage Nation Gaming Commission. Failure by a vendor to apply for, secure, and maintain the requisite vendor license shall be deemed a material breach of the contract, and shall render the contract null and void. The Osage Casino is prohibited by law from conducting any further business with or remitting any payment to such vendor until the vendor is licensed by the Osage Nation Gaming Commission.

It shall be the responsibility of the vendor wishing to do business with the Osage Casino to complete and submit any necessary application forms; pay any necessary licensing fees; and secure the requisite license prior to providing any goods and/or services.

I hereby acknowledge that I have read the above information and understand that I and/or my business may be required by law to obtain a vendor license from the Osage Nation Gaming Commission, and that it is my affirmative duty to obtain and maintain any required vendor license. I further understand that if I fail to timely acquire or am denied a required license, the law prohibits the Osage Casino from making payment to myself or my business for goods or services rendered without a license.

Signature

Date

Printed Name

Business Phone Number

Business Name

Business Address

Vendor Licensing Contact Information
Osage Nation Gaming Commission

Addendum - D

Certificate of Liability Coverage Tiers

<u>Tier</u>	<u>Workers Comp</u>	<u>Commercial Liability</u>	<u>Business Auto Liability</u>
1	\$500,000 ⁽¹⁾	\$1,000,000 ⁽⁴⁾	\$1,000,000 ⁽⁷⁾
2	\$1,000,000 ⁽²⁾	\$2,000,000 ⁽⁵⁾	\$1,000,000 ⁽⁷⁾
3	\$2,000,000 ⁽³⁾	\$5,000,000 ⁽⁶⁾	\$3,000,000 ⁽⁸⁾
<u>4</u>	<u>\$5,000,000 ⁽⁹⁾</u>	<u>\$7,000,000 ⁽¹⁰⁾</u>	<u>\$5,000,000 ⁽¹¹⁾</u>

- These amounts are the minimums and you can elect to have higher amounts.
- A Commercial Umbrella or Excess Liability policy is acceptable to achieve the limits in Tier 2, 3 and 4 (as required).
- When you order a Certificate of Liability for us, please have it listed as the following as the Additional Insured:

Osage Nation
Osage Nation Gaming Enterprise
Osage Casino
1211 West 36th St North
Tulsa, OK 74127

1. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$500,000 each employee, \$500,000 each accident and disease and \$500,000 policy limit.
2. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident and disease and \$1,000,000 policy limit.
3. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$2,000,000 each employee, \$2,000,000 each accident and disease and \$2,000,000 policy limit.
4. Commercial General Liability Insurance for limits of \$1,000,000 per occurrence Bodily Injury and Property Damage combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$2,000,000 Aggregate Products and Completed Operations Liability and \$2,000,000 General Aggregate limit.
5. Commercial General Liability Insurance for limits of \$2,000,000 per occurrence Bodily Injury and Property Damage combined, \$2,000,000 per occurrence Personal and Advertising Injury, \$3,000,000 Aggregate Products and Completed Operations Liability and \$3,000,000 General Aggregate limit.
6. Commercial General Liability Insurance for limits of \$5,000,000 per occurrence Bodily Injury and Property Damage combined, \$5,000,000 per occurrence Personal and Advertising Injury, \$5,000,000 Aggregate Products and Completed Operations Liability and \$5,000,000 General Aggregate limit.
7. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned non-owned and hired vehicles.
8. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$3,000,000 combined and covering all owned non-owned and hired vehicles.

9. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$5,000,000 each employee, \$5,000,000 each accident and disease and \$5,000,000 policy limit.
10. Commercial General Liability Insurance for limits of \$7,000,000 per occurrence Bodily Injury and Property Damage combined, \$7,000,000 per occurrence Personal and Advertising Injury, \$7,000,000 Aggregate Products and Completed Operations Liability and \$7,000,000 General Aggregate limit.
11. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$5,000,000 combined and covering all owned non-owned and hired vehicles.

Addendum - E

TULSA PARKING LOT REPAIR PROJECT

Form of Bid

<u>Base Bid amount</u>	\$ _____
<u>Alternate Bid #1 Prep and paint all fire lane curb (ADD/Deduct)</u>	\$ _____
<u>Alternate Bid #2 Sealcoat parking area labeled zone 1 (add/deduct)</u>	\$ _____
<u>Alternate Bid #2 Sealcoat parking area labeled zone 2 (add/deduct)</u>	\$ _____
<u>Alternate Bid #2 Sealcoat parking area labeled zone 3 (add/deduct)</u>	\$ _____
<u>Alternate Bid #2 Sealcoat parking area labeled zone 4 (add/deduct)</u>	\$ _____

Notes:

1. Base bid includes all work identified in the Construction Documents as indicated in the project manual, plans and specifications.

PREPARED BY:

(Signature)

(Name)

(Title)

Addendum – F



BUSINESS RELATIONSHIPS AFFIDAVIT

Project Name: Owners Representative – Tulsa Parking lot repair Project

Company Name: _____

_____, Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state).

Signature _____

Title _____

Subscribed and sworn to before me this day ___ of _____, 20__.

Notary Public

My commission expires:

Addendum – G

Request For Information (RFI) Form

All RFIs must be emailed to: ccather@osagenation.nsn.gov

PROJECT TITLE: Osage Casinos: Tulsa Parking Lot Repair Project
RFI #:

SUBJECT:

Drawing Reference:

Specification Reference:

INFORMATION REQUESTED:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL:

RESPONSE:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL:

REQUEST FOR BIDS:

Osage Casino Hotel Tulsa – Tulsa Parking Lot Repair Project

Osage Casinos, herein call the Owner, will receive bids in care of

Osage Casinos
1211 W 36th St. N
Tulsa, OK. 74127

At 2:00pm on Tuesday, May 29, 2024 for the Tulsa Parking Lot Repair Project.

Work includes:

All product manufacturer recommended preparation work, crack fill, Seal coat, and parking lot striping at the identified locations in Exhibit A to the Project manual and Construction documents.

The bid shall be enclosed in a sealed envelope plainly marked and addressed as follows:

The name and address of the bidder shall appear in the upper left-hand corner of the envelope.
The lower left-hand corner of the envelope shall be marked: BID FOR: ***Tulsa Parking Lot Repair Project***

The envelope shall be addressed in the lower right-hand corner to:

Osage Casinos
Attention: Stephanie Parker – Procurement Officer
1211 W 36th St N
Tulsa, OK. 74127

A non-mandatory pre-bid meeting will be held at 2:00pm on Tuesday, May 21, 2024 at the Osage Casino Tulsa, located at 1211 W. 36th St North, Tulsa OK 74127. All sealed bids will be publicly opened, recorded, and studied for award by the Owner at the following location: Osage Casino Executive Offices, 1211 West 36th St N, Tulsa, OK 74127. Bids may be dropped off at this location. Bids received after the official stated time or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the official stated time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids. Pursuant to “Osage Nation Competitive Bidding Act”. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission for a Gaming License and Business License. See Bid Package for more information in regards to this requirement.

Bidders are expected to honor their bid pricing for a period of 45 days from the bid opening date.

PROJECT NAME – Tulsa Parking Lot Repair Project

Osage Casinos

The Owner (per the Osage Nation Competitive Bidding Act) reserve the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner. Osage Preference will be applied in awarding the contracts, but the firm for which preference would apply must have at least 5 years of experience in the work being bid and meet all specification requirements. Joint ventures that do not meet the terms of the preference law will not be accepted. It will not be allowed for a firm with preference to submit a bid to attain preference and then subcontract to another firm to perform the work. The firm with preference must perform the work.

The Plans & Specifications are available at the following bid rooms: Plan Room Tulsa and Construction.com. They are also available via the following link:

<https://www.osagecasino.com/corporate-relations/>

Attention to the following bid requirements:

- ☒ Cashier's check, certified check or Surety Bid Bond for 5% of Base Bid required for all bids.
- ☒ Performance, and Payment bonds will be required by the lowest responsible bidder for any bid over \$250,000.00. These costs are to be included in your bid amount.

All questions shall be furnished in writing via email to:

Stephanie Parker, Procurement Officer stephanie.parker@osagecasinos.com

SCOPE OF WORK:

The contractor shall complete all work in a professional and workman like manner.

The basic scope of work for this project includes a phased approach to limit the impact on patron parking at the Casino.

Scope Items:

1. Submit all product data proposed for use to the Project representative as identified in the Contract prior to beginning work.
2. Adhere to all manufacturer's recommendations in preparation prior to application/installation of any product planned for use on the project.
3. Clean all dirt, vegetation, soil, debris from the parking lot and cracks in the asphalt to satisfy the product manufacturer's recommendations prior to product installation.
4. Fill all Large linear cracks that are in excess of ¼" and larger using rubberized crack seal product that is approved through the submittal process.
5. Pre-treat all oil spots using the manufacturer recommended primer.
6. Prepare the surface by using two (2) coats of 100% coal tar asphalt blended with two (2) pounds of silica sand. All edging to be completed by hand with the remainder to be sprayed. Proper texture as specified by the approved product manufacturer must be met.
7. Restripe all parking stalls and stencil ADA parking spaces per ADA code requirements using traffic grade latex product.
8. Provide a clean project site and at the completion of the project all debris must be removed from the site.

GENERAL CONDITIONS

Each Contractor shall INCLUDE the following list of Work items/directives in the scope and cost of the Contract

1) SUBMITTALS:

- A. All submittals must be submitted to the Owner and Architect within 21 calendar days of the execution of the Contract, or, the receipt of a notice to proceed or within a faster time frame as identified or negotiated.
- B. Resubmittals must be resubmitted within 10 calendar days of the date of submittal return. Fines in the amount \$500.00 per calendar day for submittals not meeting the aforementioned requirements will be charged to this Contract. Exceptions must be in writing from Owner.
- C. Contractor shall submit insurance certificate, bonds, schedule of values, and fully executed Contract Agreement within 10 days of award of Contract.
- D. All shop drawings, submittals, samples, as-builts, test certifications, and owners' manuals as required by the Contract Documents.
- E. Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.
- F. Bonds (see Contract Security/Bonds section of Bid Package) will be required. Cost of bonds to be identified on Bid Form.

2) CONSTRUCTION:

- A. The Contract Documents are complementary. What is called for by anyone shall be binding as if called for by all. If there is a conflict in the Contract Documents, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Bid Package/Contract Scope
 - 3. Supplementary Conditions
 - 4. General Conditions
 - 5. Specifications
 - 6. Drawings
 - 7. Geotechnical Report
- B. Contractor shall include all parts, components, work and material required to provide complete, operational, and finished systems in the bid. Any minor Work not specifically mentioned but obviously necessary and considered normal construction practice for the proper completion of the Work, shall be considered as being part of, and included in, the Contract.
- C. The Contractor shall perform all Work called for in the Contract including the furnishing of all equipment, materials, labor, tools, and supervision necessary for the performance of all things necessary for the Work. All Work shall be accomplished in a Workman-like manner with the understanding that the

- Owner, at its option, furnish any such labor, materials, equipment or supplies, as it deems necessary or desirable within the limits of the Contract Documents.
- D. Each Contractor shall attend weekly progress meetings with involved Contractors, subcontractors, & the Owner.
 - E. Storage required by the Contractor shall be in areas designated by the Owner, storage of materials shall be in trailers, roll offs, or areas outside of the building areas. Areas inside of the building shall not be used for storage. All materials stored on the ground must be stored on dunnage.
 - F. Coordination & Phasing of work as required by Owner. Provide all coordination required for completion of this work with other trades. Coordination must be done in a timely and professional matter. Any and all costs associated with lack of coordination on the part of this Contractor will be charged to this Contract.
 - G. Contractor shall provide all layout, staking, grades, and elevations as required by this Contract. Initial building layout will be by the Owner if determined necessary. Daily construction layout, elevations, and layout required by this Contractor shall be included in his Contract.
 - H. Contractor shall include all misc. equipment required for permits, freight, receiving, unloading, and installation of the Work furnished in this Contract.
 - I. Contractor shall comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan Permit (SWPPP).
 - J. Contractor shall final clean all material supplied or installed under this Contract.
 - K. Contractor shall provide any and all drinking water required by Contractor's employees or Subcontractor's employees.
 - L. Any temp electric, fax, & phones required by the Contractor's employees and Contractor's subcontractors.
 - M. Contractor shall include all offsets as required to coordinate with other trades.
 - N. Contractor shall provide protection of stored materials and finished work. Provide protection necessary to prevent damage to existing improvements, existing vegetation, trees, asphalt, EIFS, utilities, fences, buildings, adjoining properties, and Owner's property. Any and all costs associated with surroundings damaged during the work of this Contract will be the responsibility of this Contract.
 - O. Contractor shall include any costs & coordination associated with permits, fees or licenses (as required by your work), and as required to provide complete, operational, & acceptable finished Work.
 - P. Contractor shall include all general conditions, overhead, profit, and insurance.
 - Q. Contractor is responsible for receiving, offloading, inventory, storing, staging, installation, and connection of all materials or equipment furnished by the Owner that is included in the Work specified in the Contractor Specification Sections (sections identified in Contract's Scope of Work).
 - R. Contractor shall provide any cold weather protection required by the Work provided under this Contract.
 - S. Contractor shall conduct site operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, walks, or other areas of work unless approved by Owner.

3) SAFETY REQUIREMENTS & SITE POLICIES:

- A. The Contractor shall provide the contractor's safety plan upon issuance of the Notice to Proceed and shall adhere to the plan at all times.

4) CLEANUP & HOUSEKEEPING:

- A. Contractor shall include daily cleanup, removal of all trash, debris, and excess materials to dumpster.
- B. Contractor shall clean waste & mud from streets/roads during the work completed in this Contract. Streets shall be thoroughly cleaned and/or swept on a daily basis or more frequently as required by Owner.
- C. In the event the Owner feels the project housekeeping and cleanup is not satisfactory, upon written notice, the Owner will provide the necessary cleanup, and all related costs will be at the expense of the Contractor(s).

5) PROJECT SCHEDULE:

- A. The Contractor shall attend scheduling meetings as required by the Owner and coordination conferences as required by the Owner. These meetings will establish communication, coordination, and cooperation for scheduling. The Contractor shall Prepare the schedule and submit to the Owner for approval. The schedule shall be related to the entire project and shall establish critical dates for performance of this Contract, which affects performance of other Work.
- B. The Contractor shall schedule their forces for a minimum forty (40) hour work week. Should the updated schedule show the Contractor to be behind schedule, the Contractor shall devise a plan for recovery of lost time within 96 hours and submit to the Owner said plan. Once the Owner approves the plan, the Contractor shall institute it immediately. The Contractor shall bear all costs and expenses related to recovery from the Contractor's delay including costs to other Contractors on the project site.
- C. Contractor shall include all overtime as required to comply with the Project Schedule.

6) TAXES:

- A. This is a Tax-Exempt project and a tax-exempt form will be given to successful low bidders.

7) DAILY REPORTS:

- A. Each Contractor shall file daily with the Owner a daily field report, giving the Contractor's and Subcontractor's name, foreman or superintendent's name, number of workers, and a brief scope of Work for all tiers.
- B. Contractor's superintendent is to checkout with the Owner when demobilizing and leaving the project on either a temporary or permanent basis.

8) PROJECT CLOSEOUT:

- A. The Owner reserves the right to take possession and use any completed or partially completed portion of the project, providing it does not interfere with the Contractor's Work. Possession or use of the project shall not be considered final acceptance, nor shall such occupancy relieve the Contractor or Subcontractors of liability to perform any Work that has not been completed at the time of occupancy.
- B. Prior to completion of the Work under this Contract, partial occupancy by the Owner and separate Contractors will be necessary for installation of equipment.
- C. Cooperation in segregation of construction activities is required and is agreed to by the Contractor.
- D. Contractor to submit all "final closeout documents" & "letters of conformance" before final payment or reduction in retainage will be made.

9) WEATHER:

- A. Weather delays shall be as defined by contract documents

10) EROSION/SEDIMENTATION CONTROL / SWPPP:

- A. Provide dewatering, silt fence, & erosion control for all Work (including excavations, spoils, trenches, and stockpiles) provided by this Contract as required by construction documents & SWPPP.
- B. This Contract to comply with all directions, requirements, and provide all information as required by the Storm Water Prevention Plan.
- C. Any cost associated with rectifying damaged surroundings due to negligence by this Contractor, will be the sole responsibility of this Contractor.
- D. Any cost associated with rectifying damages to the wetland's areas due to negligence by this Contractor will be the sole responsibility of this Contractor.

11) DAMAGES:

- A. If the Contractor refuses, neglects, or fails to complete the Work within the time stated at each Phase in the Contract Schedule, then the Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner, not as a penalty but as liquidated damages, the sum of two-hundred fifty dollars (\$250.00) for each calendar day that the Contractor is in default after the time stipulated in the Contract Schedule for completing the Work of each Phase until the Work is Substantially Complete. The Owner may withhold from payments due the Contractor, such amounts as may be assessed as liquidated damages. Upon Substantial and Final Completion of the Work, the Owner may adjust the Contract Sum by the amount of the assessed liquidated damages.

12) UNIT PRICES:

- A. For Owner information, provide all Unit Prices.
- B. The unit prices shall include all labor, material (including waste), tools, equipment, general conditions, overhead, profit, bond, and inclusions/exclusions per the base Contract.

- C. The contractor shall be paid for actual measured quantity of work multiplied times the unit price. Waste factors shall be included in the unit price.
- D. NOTE: The request for this information does not change unclassified excavation specified in base bid.

13) CHANGES:

- A. Contractor's markup, overhead, and profit on change orders are not to exceed ten percent (10%) combined or as dictated in the contract documents.
- B. Subcontractor must submit any changes in cost to adjust the Contract amount by use of written Change Order. The Owner will accept any adjustments from the Contractor, except for those submitted as a written Change Order Request with a cost breakdown. Change orders are not to be billed until an official Change Order is issued by Owner.
- C. Contractor to adhere to all Owner accounting requirements.

14) CONTRACT SECURITY/BONDS:

- A. For Subcontracts at or above \$50,000.00, the Contractor shall furnish the following surety bonds, (with sufficient sureties to be approved by the Owner), when the contract is awarded:
 - 1. Performance Bond - 100% of Contract
 - 2. Statutory Bond - 100% of Contract
 - 3. Guarantee/Warranty Bonds - 100% of Contract – As required by the Owner.
- B. If required - Warranty Bonds shall guarantee against and shall remedy any defect due to faulty materials or workmanship and shall pay for any damages to other work resulting therefrom, which may appear from within a period of one year from the date of completion as evidence by the date of the final acceptance of the project.

15) BID SECURITY TO BE FURNISHED BY EACH BIDDER WITH THEIR BID:

- A. Bids for ALL contracts must be accompanied by a certified or cashier's check or a bid bond in an amount equal to five (5%) of the total amount of the bid as guarantee that, if awarded the contract, the bidder will execute the contract and furnish bonds and insurance as required in the General and Supplemental conditions. The successful bidder's check or bid bond will be retained until he has entered into a satisfactory contract and has furnished bonds and insurance. The Owner reserves the right to hold the bid security of the three lowest bidders until the successful bidder has entered into a contract and has furnished the required bonds and insurance.
- B. Should the successful bidder fail to enter into a contract and furnish the required bonds and insurance within twenty (20) days after the contract has been awarded, then the successful bidder shall forfeit to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of bidder's default and the difference between the low bid of the bidder to whom the contract is subsequently awarded.

- C. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the Owner as liquidated damages and not as penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this provision.

16) PAYMENT:

- A. Contractor shall bill the Owner by the 20th of each month. Payment for the billing will be made by the 30th of the following month. (i.e. Billing on February 25 will be paid by March 30).
- B. Contractor shall submit a schedule of values with the signed Contract Agreement. Owner will approve the schedule of values before the first billing by Contractor.
- C. Contractor shall submit a Request for Payment on AIA forms.
- D. As-built drawings & owner's manuals are to be a line item on the schedule of values.
- E. The Owner will hold five percent (5%) retainage throughout the Project. Upon completion of the Work provided by this Contractor, the Work will be reviewed by the Architect and Owner for conformance with the Contract Documents. Once accepted by the Architect and Owner the Contractor may submit a pay requisition for release for retainage.
- F. Contractor shall submit statement that the Work provided by the Contractor is complete.
- G. Contractor shall submit all as-built drawings, owners' manuals, and extra materials before submitting final payment.

17) DEFINITIONS:

- A. The term "Owner" shall mean Osage Casinos and/or the person or entity identified as such and is referred to throughout the Contract Documents as if singular in number.
- B. Omitted
- C. The term "Architect/Engineer", "Architect", and/or "Engineer" shall mean the consulting "Architect" and/or consulting "Engineer" who prepared the Contract Documents for the Project and whose name and address appears on the Project Documents.
- D. The term "Contractor" shall mean the person, persons, partnership, company, firm, or corporation entering into the Contract for the performance of the Work required by it, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.
- E. The term "Contract" shall mean collectively, the Agreement, Bid Package, General Conditions, Special Conditions, Supplementary Conditions, Specifications, Drawings, and the Addenda issued prior to execution of the Agreement, or other documents listed in the Agreement and modifications issued after execution of the Agreement.
- F. The term "Subcontractor" shall mean a person or entity that has a direct Contract or an assigned Contract with a Contractor to perform any of the Work at the site. The

- term Subcontractor means a Subcontractor or a Subcontractor's authorized representative.
- G. The term "Work" shall mean the entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents.
 - H. The term "Change Order" shall refer to the only document that can change the requirements of the Contract. Verbal instructions, notes, memos, RFI responses, and other communication not in the form of a change order cannot change the Contract.
 - I. The term "Substantial Completion" is the stage in the progress of the work or designated portion thereof that is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work for its intended use.
 - J. The term "Nonconforming Work" shall mean portions of the Work that do not comply with the Contract Documents and reference standards.
 - K. The term "As Required" shall mean Work or an item of work that shall be executed/completed by the Contractor as directed by the Owner, Architect, Engineer, Authorities having Jurisdiction, or the Owner and/or work that is required by the Contract Documents to provide complete, operational, and finished Work.
 - L. The term "Complete" shall mean all Work included in the Contract Documents, and/or to provide Work finished and ready for fully loaded operation.
 - M. The term "Provide" shall mean furnishing materials, installing materials, and any other Work required to furnish complete and finished systems as described.

EXHIBIT A



Zone 3

Zone 2

Zone 1

Zone 5

Zone 4

Main Entrance and front parking lot to include:
Crack fill and sealcoat.

All areas and zones to receive prep work
and crackfill.
Zones 1-4 are to be bid as alternates
for sealcoat priced per zone.