



**OKLAHOMA DEPARTMENT OF TRANSPORTATION
NON-HIGHWAY CONSTRUCTION
SOLICITATION FOR BIDS (BID NOTICE)**

**SALT STORAGE FACILITY
POTEAU, OK (LEFLORE COUNTY)**

IMPORTANT DATES

FRIDAY, DECEMBER 14, 2012 @ NOON

DEADLINE FOR QUESTIONS (WRITTEN)

WEDNESDAY, DECEMBER 19, 2012 @ NOON

RESPONSES TO QUESTIONS WILL BE POSTED ON WEBSITE

THURSDAY, JANUARY 3, 2013 @ 2:30 P.M.

SOLICITATION CLOSING/BID OPENING

***BID OPENING AND PRE-BID CONFERENCE WILL BE HELD AT THE
ODOT CENTRAL OFFICE, 200 N.E. 21ST STREET, OKC, OK (ROOM 2-A-4)***

SCOPE OF PROJECT:

The Oklahoma Department of Transportation (ODOT) is seeking bids from contractors to supply, construct and install a salt storage building. The building including walls, slab and footing plans are to be engineered and stamped and sealed by a Registered Professional Engineer.

LOCATION OF PROJECT:

Poteau Maintenance Yard approx. 1000' E of US-59 and JCT US-59 near Poteau, OK.

**SOLICITATION DOCUMENTS
AND SPECIFICATIONS:**

Available for download at: okladot.state.ok.us/purchasing/index.htm.
It is the vendor's responsibility to monitor this site for changes,
responses to questions, clarifications and amendments.

QUESTION SUBMISSION:

Questions must be in writing to the contracting officer listed below and will be accepted until Noon on Friday, December 14, 2012. Responses to questions will be posted on the website stated above by Noon on Wednesday, December 19, 2012.

CONTRACTING OFFICER:

Patricia D. Liscom, CPO
Assistant Purchasing Manager
Fax: (405) 522-1804
Email: tliscom@odot.org



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Department of Transportation
Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Request Quote ID.	Date	Buyer	Page
3450004026	10/04/2012	Patricia Liscom	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	10/26/2012 02:14 PM	01/03/2013 02:30 PM	

Requisition Number Reference: From Req ID - 3450026516

Vendor: _____

Ship To: Dept of Transportation
Leflore Co
Approx 1000' E of US 59 & JCT US 270/59
Poteau OK 74953

Bill To: Dept of Transportation
Leflore Co
PO Box 369
Poteau OK 74953

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	31201509 / 1000022208 BUILDINGS: Supply Salt Shed Storage Buildings	1	EA		

DESCRIPTION OF PROJECT: Supply, construct and install a salt storage building, including walls, slab and footings. Plans are to be engineered and stamped and sealed by a Registered Professional Engineer. (See attached specifications).

LOCATION OF PROJECT: Poteau Maintenance Yard, LeFlore County approx. 1000' East of US-59 and Jct. US-270/59 in Poteau, Oklahoma

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

2	31201509 / 1000022208 ALTERNATE: PERSONNEL DOOR AND OVERHEAD DOOR (BOTH OR NONE WILL BE INSTALLED)	1	EA		
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BID AS AN OPTION. EITHER BOTH DOORS OR NO DOORS WILL BE INSTALLED.

SEE SPECIFICATIONS.

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
NO PRE-BID CONFERENCE WILL BE HELD.

QUESTION DEADLINE: FRIDAY, DECEMBER 14, 2012 AT NOON. QUESTIONS MUST BE IN WRITING TO THE CONTRACTING OFFICER (tliscom@odot.org). RESPONSES TO QUESTIONS WILL BE POSTED ON THE WEBSITE BY NOON ON WEDNESDAY, DECEMBER 19, 2012.

BIDDER QUALIFICATIONS: IN ORDER TO BE CONSIDERED FOR AWARD, BIDDER MUST HAVE CONSTRUCTION EXPERIENCE AND MUST INCLUDE WITH THEIR BID THE FOLLOWING: THREE (3) REFERENCES FOR SIMILAR PROJECTS WITH THEIR BID, INCLUDING THE PROJECT NUMBER, DESCRIPTION OF THE WORK DONE, THE COST, THE LOCATION, AND WHETHER OR NOT THE PROJECT WAS COMPLETED WITHIN THE TIME ALLOTTED.

SEE ATTACHED SPECIFICATIONS AND BID DOCUMENTS, INCLUDING BOND REQUIREMENTS.

ANY ADDENDA OR CHANGES WILL BE POSTED AT THE FOLLOWING WEBSITE AND IT IS THE VENDOR'S RESPONSIBILITY TO

This Is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Vendor: (

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Lefore Co
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Poteau OK 74953

Bill To: Dept of Transportation
Lefore Co
PO Box 369
Poteau OK 74953

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
CHECK THAT SITE: www.okladot.state.ok.us/purchasing .					

COMMUNICATION WITH ANY PERSON OTHER THAN THE CONTRACTING OFFICER LISTED IS STRICTLY PROHIBITED AND COULD BE CAUSE TO DECLARE BID NON-RESPONSIVE.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

SPECIFICATIONS
OKLAHOMA DEPARTMENT OF TRANSPORTATION – DIVISION 7
SALT STORAGE FACILITY
POTEAU, OKLAHOMA (LEFLORE COUNTY)

1. GENERAL

The Oklahoma Department of Transportation (ODOT) is seeking a contractor to supply, construct and install a salt storage building, including walls, slab and footings. The building shall be located at the Poteau maintenance yard near Poteau, Oklahoma. ODOT requests the plan dimensions of the building to be 50 feet X 50 feet. The specifications, design, and construction of the building is covered in this scope of work. All design of the building shall be done by an engineer or engineers licensed in the state of Oklahoma. All drawings and specifications submitted for construction shall be signed and sealed by engineer(s) licensed in the state of Oklahoma. The contractor is responsible for supplying the design of the salt storage building.

The ODOT provides the following details for the design of the building:

The type of roof for the building must be a Norseman Structures or an approved equal. The fabric for the roof shall be white, unless another color is selected by the ODOT. The roof shall bear on concrete walls.

2. SIZE

The outside dimensions are in the "General" Section above. The entry opening shall be a minimum of 18 feet tall and 20 feet wide and must be centered in the front of the building. The rafter or inside clearance must be a minimum of 22 feet.

3. FLOOR

The floor shall be a concrete slab with a minimum thickness of 6 inches over a 4 inch thick sand bedding. The concrete for the floor slab shall be Class AA in conformance with the ODOT 2009 Standard Specifications for Highway Construction. The floor slab shall be reinforced with deformed welded wire reinforcing with minimum yield strength of 70 ksi meeting the requirements of ASTM A497. The deformed welded wire reinforcing shall be epoxy coated in accordance with ASTM A884. The deformed welded wire reinforcing shall be installed in panels with a grid spacing of at least 12 inches. The deformed welded wire reinforcing panels shall be placed 3 inches from the bottom of the slab; the lap of the panels shall be specified by the engineer on the drawings.

4. PONY WALLS

The pony walls shall be constructed with Class AA concrete in conformance with the ODOT 2009 Standard Specifications for Highway Construction. The walls shall be reinforced with Grade 60 deformed reinforcing steel in accordance with ASTM A615. The reinforcing steel for the walls shall be epoxy coated in conformance with ASTM A775 or A934. The walls shall be a minimum of 8 feet tall, and a minimum of 8 inches thick. The walls shall be designed to resist all applied dead, live, wind, snow and salt pressure loads in accordance with the International Building Code (IBC), 2009 Edition.

5. ROOF

The roof shall be a Norseman Structures style or an approved equal. The roof materials shall be corrosive resistant, weatherproof and capable of withstanding a design wind velocity of 90 mph and a design ground snow load of 20 psf. The building shall be totally enclosed except for the front entry.

6. FOUNDATION

The foundation of the building shall be constructed with Class A concrete in conformance with the ODOT 2009 Standard Specifications for Highway Construction. The foundation shall be reinforced with Grade 60 deformed reinforcing steel in accordance with ASTM A615. The foundation shall be designed to support all loads described in section 4 in accordance with the IBC, 2009 Edition. The foundation system used shall be designed in accordance with the bearing pressure of the soils on the site. The allowable foundation settlement shall be less than 1 inch.

7. LIGHTING

Average interior maintained illumination level shall be minimum 50 foot-candles to accommodate the loading and unloading of trucks. The light shall provide a total of six interior light fixtures with three on each side mounted directly to structural members at approximately 20' to 24' above finished floor. Fixtures shall be Lithonia #FHE-654L-SD-2/3-SMB or equivalent corrosion resistant, high-pressure hose-down, NEMA 4X, wet location, cold weather, T5HO fluorescent, wide spread fixtures. The weatherproof light switch for the interior lighting is to be mounted on the inside of the building to the side of the opening at a height easily reached by a person standing on the ground. Said weatherproof light switch is to be mounted with pilot light OFF in a corrosion resistant box and conduit at 48" above finished floor. There shall be a dual outside weatherproof floodlight with 150-175 watt bulbs centered over the entry area to the building; this light is to have a motion detector and photocell to activate the light upon the approach by a person or vehicle. The contractor will be responsible for providing electric service from the building to the ODOT provided electric meter can and pole that will be located

approximately 75 ft. from the structure. This service must be underground. All electrical work is to be done according to national state, city and/or county codes. All electrical conduit, j-boxes, devices, coverplates, conduit fittings, etc. shall be NEMA 4X rated for corrosive environments.

8. OVERHEAD DOOR AND WALK-THROUGH DOOR

Bid as an Option (either both will be installed or neither will be installed).

Personnel Door: A single walk-through personnel door (3 ft x 6 ft x 10 in) in the front of the building next to the drive-in opening made of a non-corrosive material such as fiberglass, stainless steel or aluminum instead of wood for a longer expected life and that hinges and hardware be stainless steel.

Overhead Door: The overhead door must be chain/hoist operated with no windows. The door and system must be corrosive resistant and can be aluminum or steel.

9. SITE PREPARATION:

ODOT will provide a rough graded level pad (within 2") to accommodate the awarded contractor's written specifications. Awarded contractor is responsible for final grading and compaction of pad site.

10. MAINTENANCE AND OPERATIONAL MANUALS:

If any maintenance and/or operational manuals exist, the awarded contractor will be required to provide a set of each.

11. WARRANTIES:

Written warranties must be supplied with the bid proposal and must cover material and labor.



**State of Oklahoma
Department of Transportation
Purchasing Division**

Instructions To Bidders

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- 1.0 DEFINITIONS**
- 1.1** The **Department** or **Division** is the Oklahoma Department of Transportation, Purchasing Division.
- 1.2** **Bidding Documents** include the Solicitation for Bids, these Instructions for Bidders, the bid forms, other sample bidding and contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Bids.
- 1.3** **Addenda** are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4** A **Bid** is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5** The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the Base Bid, to which work may be added or from which work may be deleted for sums stated in the Alternate Bids.
- 1.6** An **Alternate Bid** (or **Alternate**) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- 1.7** The **Consultant** is the Licensed Architect, Licensed Landscape Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to the State of Oklahoma for the purpose of designing and monitoring the construction of the project.
- 1.8** A **Unit Price** is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bid Documents or in the proposed contract documents.
- 1.9** A **Bidder** is a person or entity that submits a Bid.
- 1.10** The **Owner** is the State of Oklahoma represented by the Department of Transportation.
- 2.0 PRE-BID CONFERENCE**
- 2.1** The Solicitation for Bids will indicate the date, time and place for a pre-bid conference if one is to be held.
- 2.2** Pre-Bid conference for this project is **non-mandatory**.
- 2.3** **Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions or changes to the bidding documents will be posted on the website within three days of the Pre-Bid Conference.**
- 3.0 BIDDER'S REPRESENTATIONS AND PREQUALIFICATION**
- 3.1** Each Bidder, by making a Bid, represents that:
- 3.2** The bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
- 3.3** The bidder has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.
- 3.4** The submitted Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- 3.5** Pre-qualification of Bidders is not required, but to be considered "responsible" contractors must be independent and demonstrate the skills and experience necessary to provide the services and/or products requested in this solicitation, meeting quality standards as required by ODOT and outlined in the associated specifications. To be considered, bidder must provide three (3) references of similar jobs completed within the past year, including the job piece, description, cost and whether or not the project was completed within the time allotted.
- 4.0 BIDDING DOCUMENTS**
- 4.1** Copies
- 4.1.1** Bidders may obtain the solicitation packet on the following website:
www.okladot.state.ok.us/purchasing/index.htm.
- 4.1.2** Bidders shall use complete sets of Bidding Documents obtained from the source indicated in the Solicitation for Bids. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Bidding Documents.
- 4.1.3** The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

- 4.2** Interpretation or correction of Bidding Documents:
 - 4.2.1** Bidders shall promptly notify the Contracting Officer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
 - 4.2.2** Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 4.3** Substitutions
 - 4.3.1** When name brands are used to describe materials, products, or equipment, the name brands are used only to establish a standard of required function, dimension, appearance and quality to be met by any properly proposed substitution.
 - 4.3.2** No substitutions for bidding will be considered unless written request for approval has been received by the Contracting Officer prior to or at the time of the Pre-Bid Conference. Request for Substitution must be on CSI Form 13.1A including in the Solicitation. The burden of proof of the merit of the proposed substitute is upon the proposer. The Consultant's decision of approval or disapproval of a proposed substitute shall be final.
 - 4.3.3** If the Consultant approves any proposed substitution prior to receipt of Bids, such approval will be posted on the website in the form of an Addendum. Bidders shall not rely upon approvals made in any other manner.
 - 4.3.4** No substitutions will be considered after the contract award unless specifically provided in the contract documents.
 - 4.3.5** When roofing is required as a portion of the Work, or as the total extent of the Work, only Manufacturers, their Certified Applicators, and Products approved through the State of Oklahoma Roof Warranty Program are acceptable.
- 4.4** Addenda
 - 4.4.1** Addenda will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Bidding Documents from the Department.
 - 4.4.2** Copies of the Addenda will be made available for inspection at the Department.
 - 4.4.3** No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
 - 4.4.4** Each Bidder shall ascertain prior to submitting his Bid that all Addenda were received, and acknowledge their receipt on Bid Form.

5.0 BIDDING PROCEDURE

- 5.1** Form and style of Bids
 - 5.1.1** Bids shall be submitted on forms supplied with the Bidding Documents obtained from the Department.
 - 5.1.2** Bidders shall fill in all blanks on the bid forms including all Bids, Addenda issued, Alternates and Unit Prices
 - 5.1.3** Where so indicated by the wording of the bid form, sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the amount written in words shall govern.
 - 5.1.4** Interlineation, alteration or erasure of the printed bid form by the Bidder is not permitted unless required by Addendum or specifications. Any required interlineation, alteration or erasure of entries must be initialed by the signer of the Bid.
 - 5.1.5** All requested Alternates shall be bid. If no change to the Base Bid is required, enter "No Change". Failure to bid all Alternates may disqualify the Bid.
 - 5.1.6** Where two or more Bids for designated portions of the work have been requested, the Bidder may, without forfeiture of the bid security, state the refusal to accept an award of less than the combination of Bids the Bidder stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
 - 5.1.7** Each copy of the Bid shall include the legal name of the Bidder and be signed by the person legally authorized to bind the Bidder to a contract.
- 5.2** Bid security
 - 5.2.1** Each Bid must be accompanied by a certified or cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the Bid and all Alternates as a guarantee that, if awarded the contract, the Bidder will execute the contract and furnish bonds and insurance as required in Sections 6. and 7 of these instructions. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Division. The State reserves the right to hold the bid security of the three (3) lowest Bidders until the successful Bidder has executed the contract and furnished the required bonds and proof of insurance. No bid security is required if the total of the Base Bid and Alternates is Fifty Thousand Dollars (\$50,000.00) or less.
 - 5.2.2** Failure of the successful Bidder to enter into a contract within the time specified in 5.2.3 of these instructions shall result in forfeiture to the Department of Transportation of the cost of republication of Notice to Bidders, all actual expenses incurred by reason of the Bidder's default and the difference between the low Bid of the defaulting Bidder and the amount of the bid of the Bidder to whom the contract is subsequently

awarded, but not to exceed the amount of said check or bond..

5.2.3 An extension of sixty (60) days may be given to the normal twenty (20) days permitted Bidders to return their contracts when the Bidder is having difficulty obtaining bonds. The extension may be granted by the Division only upon written request from the Bidder.

5.2.4 Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Bidding Documents. If the required bid security is not stated in the Bidding Documents, then Bidders should provide bid security in the amount of five percent (5%) of the bid.

5.3 Submission of Bids

5.3.1 All of the copies of the Bid, the bid security, if any, and any other documentation required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope. The Bid shall be addressed to and delivered to the Department of Transportation, Purchasing Division, 200 NE 21st, Room 2-A-5, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Bidder, the RFQ Number, the words "Sealed Bid" and the date set for opening.

5.3.2 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.3 Bids received more than ninety-six (96) hours before, excluding weekends and holidays, as well as Bids received after the time set for opening of Bids, will not be considered and will be returned unopened to the Bidder.

5.3.4 Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

5.4 Modification, withdrawal or cancellation of Bids

5.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

5.4.2 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these Instructions to Bidders.

5.4.3 Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.

5.4.4 Bid security, if any is required, shall be in an amount of five percent (5%) of the Bid as modified.

6.0 CONSIDERATION OF BIDS

6.1 Bids will be opened publicly immediately after the time set for receipt of Bids at the Department of Transportation, 200 NE 21st Street, Oklahoma City, OK 73105. The Bids will be read aloud and an bid tabulation of the Base Bids and Alternates or Unit Prices, if any, will be recorded. Bidders may receive a copy of the bid tabulation if they include a self-addressed, stamped envelope with their Bid or may pick up a copy at the Department.

6.2 Rejection of Bids

6.2.1 The State has the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security, or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

6.2.2 The State will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit included in the Bidding Documents. The affidavit must be properly signed by the Bidder, notarized and stamped by a Notary Public.

6.2.3 The Owner may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.

6.3 Award of contract

6.3.1 It is the intent of the State to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The State shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment is in the State's best interest.

6.3.2 The State shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

6.3.3 This solicitation is extremely time sensitive; and it is absolutely imperative that the contractor selected be able to provide immediate attention to the task and completion within the guidelines set forth in this solicitation. Delivery schedules will be considered in determining award, and offers unable to demonstrate the ability to deliver services and products as required may be rejected. Awards will be made to one prime contractor.

6.3.4 Construction must be completed within sixty (60) days of issuance of Notice to Proceed.

7.0 SURETY BONDS

7.1 Bond requirements

7.1.1 All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Division.

7.1.2 A bond is required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) that includes coverage for (1) Performance - to insure the completion of the work in accordance with the contract documents in the time stipulated; (2) Defect - to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3) Payment - to assure the State is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

7.1.3 All bonds must be on the forms prescribed and issued by the Department and included in the solicitation material.

7.1.4 Irrevocable Letters of Credit may be used as a substitute for the bonds required in 7.1.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Division.

8.0 INSURANCE REQUIREMENTS

8.1 The contractor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S., §1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

8.2 General and Automobile Liability insurance in the amount of not less than \$100,000/\$300,000, and Property Damage insurance of not less than \$50,000/\$100,000 shall be carried by the contractor during the life of the contract. Certificates of such coverage must be returned with the contract.

8.3 Builder's Risk insurance is required to be provided by the Contractor.

9.0 FORM OF CONTRACT AGREEMENT

9.1 A sample of the contract form to be used as the agreement between the State and the successful Bidder is found in the Bidding Documents. No substitution, change, alteration or inter-lineation of the form by the Bidder is permitted.

10.0 LABOR

10.1 The Contractor shall comply with all State and Federal Laws in the employment and payment of labor.

11.0 DOCUMENTS FOR CONSTRUCTION

11.1 All additional sets of plans and specifications will be the responsibility of the Contractor.

END OF INSTRUCTIONS FOR BIDDERS



State of Oklahoma
Department of Transportation
Purchasing

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Purchasing
Department of Transportation
State of Oklahoma
200 NE 21st Street, Room 2-A-5
Oklahoma City, OK. 73105

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND:

Date (Not earlier than Construction Contract Date):

Amount: \$

CONTRACTOR (Representative):

SURETY (Representative):

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14 DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



State of Oklahoma
Department of Transportation
Purchasing

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Purchasing
Department of Transportation
State of Oklahoma
200 NE 21st., Room 2-A-5
Oklahoma City, OK. 73105

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND:

Date (Not earlier than Construction Contract Date):

Amount: \$

CONTRACTOR (Representative):

SURETY (Representative):

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 The Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10 DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in Settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



State of Oklahoma
Department of Transportation
Purchasing

Statutory Defect Bond
61 O.S. 1991, Section 113 (B)(3)

KNOW ALL MEN BY THESE PRESENTS :

That _____, as Principal and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of Dollars (\$ _____) in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the State of Oklahoma, dated _____, for

ODOT Solicitation Number _____ all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Department of Transportation, Purchasing Office, 200 NE 21st Street, Room 2-A-5, Oklahoma City, Oklahoma 73105.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the State of Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by the State of Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney- in-fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, 20 ____.

Principal: _____

By (Title): _____

ATTEST: _____

Surety: _____
(Attorney-in-fact)

By:

Name:

Address:

City: State:

Telephone:

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SALT STORAGE STRUCTURE
POTEAU, OKLAHOMA
LEFLORE COUNTY**

Parties to the Contract

THIS CONTRACT is made and entered into this ____ day of _____, 2012, by and between the Oklahoma Department of Transportation (hereinafter referred to as the "STATE") and _____ referred to as the "CONTRACTOR").

SECTION 1. PURPOSE OF THE CONTRACT

This contract between the Oklahoma Department of Transportation, or ODOT, and CONTRACTOR is for all labor, materials and equipment necessary to build one new salt storage facility with Cover-all top, or equivalent, pursuant to plans and specifications, at the following location in Oklahoma County:

Maintenance Yard near Poteau, OK
Approx 1000 feet E of US-59 & Jct US-270/59
LeFlore, County, OK

SECTION 2. TERM OF CONTRACT / WORK COMPLETION TIME

This contract shall commence on the date contract is executed by all parties; construction completion will be within time period as specified in the bidding documents. This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, specifications, addenda, question responses, and all other documents contained in the bid packet. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protections offered to the State of Oklahoma shall also be extended to the Oklahoma Department of Transportation and any State entity involved with this contract.

SECTION 3. COMPENSATION

3.1) The STATE agrees to pay, and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR's obligations, compensation based on the CONTRACTOR's bid for completed work in the amount of _____ for the provision and installation of the salt storage facility. The bid price for an alternate overhead door, should one be required, was _____ Dollars and the bid price for a pedestrian door, should one be required, was _____.

3.2) The billing statement shall not demand payment for work completed within any time period less than 30 days. If payment is made more than 45 days after submitting a proper invoice, the CONTRACTOR may be entitled to claim an interest penalty.

3.3) Billing shall be submitted to:

Oklahoma Department of Transportation, Division 2

3.4) The STATE will evaluate the CONTRACTOR's performance and withhold payment for substandard work. Prior to payment, the STATE may inspect the work and require that deficiencies be corrected prior to payment. It shall be the CONTRACTOR's responsibility to inspect the work of his/her employees and to contact the STATE for an inspection before submission of an invoice. After the CONTRACTOR gives completion notice to the STATE, the STATE shall have two working days to perform its inspection. If the STATE does not perform its inspection within these two working days, the CONTRACTOR is relieved of performing remedial work.

SECTION 4. DISPUTE RESOLUTION

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the STATE agency that initially awarded this contract (e.g., Department of Transportation). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

SECTION 5. TERMINATION

This Contract may be terminated, without recourse, in the following circumstances:

5.1) **For Convenience** - The STATE or CONTRACTOR may terminate this Contract by giving thirty (30) days written notice.

5.2) **For Cause** - The STATE may, by written notice to the CONTRACTOR, terminate this Contract for any of the following reasons:

5.2.1) The CONTRACTOR discontinues providing services as required by the Contract.

5.2.2) The CONTRACTOR takes any action pertaining to this Contract without the approval of the STATE and which, under the conditions set by this Contract, would have required the approval of the STATE.

5.2.3) The commencement, execution or timely completion by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.

5.2.4) The CONTRACTOR shall be in default under any provision of this Contract.

5.3) **Mutual Agreement** - By mutual agreement and consent of the parties hereto this Contract may be terminated upon sixty (60) days written notification.

Should this Contract be terminated for any of the reasons specified above, the STATE shall be liable to the CONTRACTOR, or CONTRACTOR's successors in interest, only for the reasonable value of services and work satisfactorily performed, up to and including the date of notice of termination.

SECTION 6. GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the STATE with satisfactory proof of its compliance therewith.

SECTION 7. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the STATE shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION 8. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

SECTION 9. TITLE VI - CIVIL RIGHTS ACT OF 1964

The CONTRACTOR shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21).

SECTION 10. BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of the STATE and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 11. HOLD HARMLESS CLAUSE

The CONTRACTOR shall indemnify and save harmless the STATE, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

SECTION 12. PRIOR UNDERSTANDINGS

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 13. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the STATE shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

SECTION 14. GOVERNING LAW AND VENUE

Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 15. INSURANCE

CONTRACTOR shall maintain at all times during the term of this contract with an insurance carrier reasonably acceptable to the STATE and authorized to conduct business in the State of Oklahoma, insurance coverage as required in the bid solicitation documents. CONTRACTOR shall furnish the STATE with a certificate evidencing the existence of all such insurance coverage;

and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the STATE are additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to the STATE. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

SECTION 16. BONDS

CONTRACTOR shall furnish Performance, Defect and Payment bonds as required.

SECTION 17. RECORDS

The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the STATE or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the CONTRACTOR by STATE for work performed hereunder.

SECTION 18. HEADINGS

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

SECTION 19. ASSIGNMENT

The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the STATE. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

SECTION 20. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Contract shall be in writing and shall be deemed to have been properly given or sent:

20.1) if intended for the STATE, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to STATE as follows:

Oklahoma Department of Transportation, Division 2

20.2) if intended for CONTRACTOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to CONTRACTOR as follows:

SECTION 21. SEVERABILITY

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 22. PAYMENT OF CLAIMS

The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

SECTION 23. BREACH OF CONTRACT

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the STATE cause to cancel this contract on seven (7) days written notice to the CONTRACTOR. The STATE then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the STATE may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the STATE because of the cancellation, agrees to indemnify the STATE for its costs in procuring the services of a new CONTRACTOR.

SECTION 24. TIME

Time is of the essence in this contract and work is to be completed within sixty (60) days from issuance of Notice to Proceed. The parties hereto expressly recognize that in the performance of their respective obligations hereunder, each party is relying on timely performance by the other party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other party hereto and may sustain substantial losses by reason of any failure of timely performance.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

CONTRACTOR:

By: _____

State of Oklahoma)

) ss

County of _____)

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

My commission expires: _____

Commission No.: _____

Approved as for Form & Legality:

David A. Miley, ODOT Assistant General Counsel

Approved by ODOT Purchasing:

Karen Wallis, Purchasing Manager

OKLAHOMA DEPT. OF TRANSPORTATION

By: _____
Brian Taylor, Division Engineer

By: _____
Gary Evans, Chief Engineer/Deputy Director

PROPOSED CONTRACT

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF OKLAHOMA)
)ss:
COUNTY OF _____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the CONTRACTOR to submit the attached contract to the STATE OF OKLAHOMA. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the CONTRACTOR has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 1313 (B)(1), to verify the work eligibility status of all new employees of the CONTRACTOR.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public
My Commission #: _____
My Commission Expires: _____

STATUTORY AFFIDAVIT
Title 74 Okla. Stat. Section 85.22

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the CONTRACTOR to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract.

2. That the CONTRACTOR has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract.

3. That no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.

4. That, to the best of my knowledge and belief, the CONTRACTOR has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by this contract.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Public
My Commission #: _____
My Commission Expires: _____