



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

---

**RFQ #: 3450004030  
MAINTENANCE FACILITY CONSTRUCTION  
WALTERS, OKLAHOMA  
(COTTON COUNTY)**

---

Patricia "Trish" Liscom, CPO, Contracting Officer  
200 NE 21<sup>st</sup> Street, Room 2-A-5  
Oklahoma City, OK 73105  
Telephone: (405) 522-2718 or (405) 708-9704  
Fax: (405) 522-2112  
Email: [tliscom@odot.org](mailto:tliscom@odot.org)

Karen Wallis, Purchasing Manager  
Email: [kwallis@odot.org](mailto:kwallis@odot.org)



MAINTENANCE FACILITY CONSTRUCTION  
WALTERS, OKLAHOMA (COTTON COUNTY)  
RFQ #3450004030

TABLE OF CONTENTS

<b>Document</b>	<b>Page #</b>
Important Dates	<b>1</b>
Instructions to Bidders	<b>2-5</b>
Solicitation Request	<b>6-7</b>
Bid Form	<b>8-10</b>
Reference Questionnaire	<b>11-12</b>
List of Major Subcontractors	<b>13</b>
Substitution Request	<b>14-15</b>
DEQ Form 606-002A	<b>16-17</b>
Payment Bond	<b>18-20</b>
Performance Bond	<b>21-23</b>
Statutory Defect bond	<b>24</b>
Proposed Contract [with required Affidavits]	<b>25-35</b>



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

CONSTRUCTION OF BUILDINGS FOR OKLAHOMA MAINTENANCE FACILITY –  
WALTERS, OKLAHOMA (COTTON COUNTY)

**IMPORTANT DATES**

**TUESDAY, NOVEMBER 27, 2012 @ 1:30 CST:**

- \* **PRE-BID CONFERENCE (NON-MANDATORY)**
- \* **DEADLINE FOR QUESTIONS (WRITTEN PREFERRED)**
- \* **SUBSTITUTION REQUEST FORM CSI FORM 13.1 DUE**

**FRIDAY, NOVEMBER 30, 2012 @ 4:30 CST:**

**RESPONSES TO QUESTIONS WILL BE POSTED ON WEBSITE**

**TUESDAY, DECEMBER 11, 2012 @ 2:00 CST:**

**SOLICITATION CLOSING/BID OPENING**

***BID OPENING AND PRE-BID CONFERENCE WILL BE HELD AT THE  
ODOT CENTRAL OFFICE, 200 N.E. 21<sup>ST</sup> STREET, OKC, OK [2<sup>ND</sup> FLOOR, ROOM C-7]***

**SCOPE OF PROJECT:**

Construction of buildings for a maintenance facility in Walters, Oklahoma (Cotton County). This will include maintenance facility, office, vehicle shed, salt barn, mixed salt storage barn, hopper structure, fueling system & canopies, radio tower & radio control building, storm sewer system, paving, miscellaneous tanks, site utilities and associated site work.

**LOCATION OF PROJECT:**

SW/4 of the SE/4, Section 23, T-2-S, R-11-W, 1.M;  
ODOT Cotton County, Walters, Oklahoma Site Maintenance Facility

**SOLICITATION DOCUMENTS:**

Available for download at: [okladot.state.ok.us/purchasing/index.htm](http://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.

**REFERENCE REQUIREMENT:**

To be considered for award, each vendor must have three (3) references complete the Reference Form and include the completed forms with their bid. Forms are included in the bid packet available for download at the site above.

**QUESTION SUBMISSION:**

Questions will be accepted until the end of the pre-bid conference on November 27, 2012. Written questions are preferred. Responses to questions will be posted on the website stated above within three (3) working days by November 30, 2012 at 4:30 p.m.

**C.D. CONTAINING PLANS AND SPECIFICATIONS:**

To request a copy of the CD containing: (1) Set of scanned 24 x 36 drawings; (2) set of specification sheets; and (3) Geotechnical Report (all in .pdf format), please send a **written** request, with your mailing address, to the Contracting Officer below:

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



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

**Instructions To Bidders**

- 
- 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 three references (on completed reference forms) must be included with bid.**
- 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](http://www.okladot.state.ok.us/purchasing/index.htm).
- 4.1.2** CD's containing a scanned set of 24 x 36 drawings, set of specifications and Geotechnical report (all in .pdf format) requested in writing from the Contracting Officer, Patricia "Trish" Liscom (See title page for contact information. Bidding Documents for work identified in the Solicitation for Bids as limited to General Contractors will be issued only to Bidders intending to bid as General Contractors.
- 4.1.3** 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.
- 4.1.4** 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 21<sup>st</sup>, 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 21<sup>st</sup> 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** Time is of the essence in all State work.

## **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**



# 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

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450004030	09/08/2011	Patricia Liscom	1
<b>Payment Terms</b>	<b>Date</b>	<b>Time</b>	<b>Quote Open Closing</b>
0 Days	10/31/2012	02:23 PM	12/11/2012 02:00 PM

Requisition Number Reference: MAINTENANCE FACILITY WALTERS

**Ship To:** Dept of Transportation  
Cotton Co  
526 South 6th St.  
Walters OK 73572

**Bill To:** Dept of Transportation  
Cotton Co  
526 South 6th St.  
Walters OK 73572

**Vendor: NAME**  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	72121400 / 1000023839 SERVICE:Nonresidential building construction services	1	8P		

DO NOT PLACE YOUR BID PRICE ON THIS PAGE...FORM PROVIDED.

**PROJECT LOCATION:**

Located in the SW/4 of the SE/4; Section 23, T-2-S, R-11-W, I.M.;  
ODOT Division 7 Maintenance Yard, Walters, Cotton, County, Oklahoma.

Work includes construction of a Maintenance Facility including a fuel canopy,  
hopper shed, salt barn, vehicle shed, office and maintenance building, and site equipment.

Project will be constructed under a single prime contract.

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

**COMMENTS:**

PLANS AND SPECIFICATIONS ARE CONTAINED ON A CD TO BE REQUESTED THROUGH THE CONTRACTING OFFICER. ONLY WRITTEN REQUESTS ARE ACCEPTED.

PATRICIA "TRISH" LISCOM, CPO  
OKLAHOMA DEPARTMENT OF TRANSPORTATION/PURCHASING  
200 NE 21ST, ROOM 2-A-5  
OKLAHOMA CITY, OK 73105  
EMAIL: tliscom@odot.org

SOLICITATION DOCUMENTS ARE AVAILABLE FOR DOWNLOAD AT THE FOLLOWING WEBSITE:  
[www.okladot.state.ok.us/purchasing/index.htm](http://www.okladot.state.ok.us/purchasing/index.htm)

**THE DOCUMENTS ON THE WEBSITE ARE:**

- RFQ #3450004030
- BID NOTICE/SOLICITATION
- INSTRUCTIONS TO BIDDERS
- BID FORM
- REFERENCE QUESTIONNAIRE
- LIST OF MAJOR SUBCONTRACTORS (CSI FORM 1.5A)
- SUBSTITUTION REQUEST (CSI FORM 13.1A)
- PAYMENT BOND
- PERFORMANCE BOND
- STATUTORY DEFECT BOND
- PROPOSED CONTRACT WITH STATUS VERIFICATION AFFIDAVIT AND STATUTORY AFFIDAVIT

General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's

**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

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450004030	09/08/2011	Patricia Liscom	2
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	10/31/2012 02:23 PM	12/11/2012 02:00 PM	

Requisition Number Reference: MAINTENANCE FACILITY WALTERS

**Ship To:** Dept of Transportation  
Cotton Co  
526 South 6th St.  
Walters OK 73572

**Bill To:** Dept of Transportation  
Cotton Co  
526 South 6th St.  
Walters OK 73572

**Vendor: NAME**  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	right to perform work or to retain other contractors on portions of Project.				

**Nonsmoking Building:** Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

### This is NOT AN ORDER

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

**Authorized Signature**



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

**Bid Form**

**To:** Department of Transportation  
Purchasing Division

**From:** \_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone No.                      FEI No.

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and with the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ on file in the Department of Transportation, 200 NE 21<sup>st</sup> Street, Room 2-A-5, Oklahoma City, OK 73105 and posted at the following website: [www.okladot.state.ok.us/purchasing/index.htm](http://www.okladot.state.ok.us/purchasing/index.htm), and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for Request for Quote # 345004030 for the sums listed.
  
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of WORK ORDER.
  
3. If the bid exceeds \$50,000, it shall be accompanied by a certified check or a cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
  
4. We propose to complete this work within 12 months from the date of receipt of the WORK ORDER. (*See Section 2.1 of the Proposed Contract*).

**BID**

EROSION CONTROL	\$ _____
EARTHWORK	\$ _____
DEMOLITION	\$ _____
STORM SEWER	\$ _____
WATER LINE / FIRE PUMP	\$ _____
SANITARY SEWER	\$ _____
PAVING	\$ _____
SIGNING AND STRIPING	\$ _____
LIGHTING AND SITE ELECTRICAL	\$ _____
(Excludes light poles and fixtures by utility company)	\$ _____
CONSTRUCTION STAKING	\$ _____
GENERAL SITE WORK (To include all items not listed)	\$ _____
MISCELLANEOUS	
• TANKS AND APPURTENANCES	
○ WASTE OIL	\$ _____
• DETENTION PONDS	\$ _____
STRUCTURES (ALL INCLUSIVE)	
• MAIN BUILDING	\$ _____
• VEHICLE SHED	\$ _____
• SALT BARN	\$ _____
• MIX STORAGE BARN	\$ _____
• HOPPER STORAGE	\$ _____

**TOTAL PRICE BASE BID (written and numerically)** \$ \_\_\_\_\_  
Dollars and \_\_\_\_\_/100

**ALTERNATE "A" FUELING SYSTEM AND TANKS**

- TANKS AND APPURTENANCES
  - DIESEL FUEL TANKS AND PLATFORMS (3 EA. 2,000 GALS) \$ \_\_\_\_\_
  - GASOLINE FUEL TANK AND PLATFORM (1 EA. 1,000 GALS) \$ \_\_\_\_\_
  - EQUIPMENT REINFORCED SLABS \$ \_\_\_\_\_  
(Associated with Fueling Systems)
  - FUELING SYSTEM PIPING \$ \_\_\_\_\_
  - FUELING SYSTEM ELECTRICAL \$ \_\_\_\_\_
  - SINGLE HOSE DIESEL DISPENSER \$ \_\_\_\_\_
  - SINGLE HOSE GASOLINE DISPENSER \$ \_\_\_\_\_
  - FUEL CANOPIES (ALL INCLUSIVE) \$ \_\_\_\_\_
  - BOLLARDS ASSOCIATED WITH FUELING SYSTEM \$ \_\_\_\_\_

**TOTAL PRICE ALTERNATE "A" BID (written and numerically)** \$ \_\_\_\_\_  
Dollars and \_\_\_\_\_/100

**SEE NEXT PAGE FOR BID ON ALTERNATE AND "B"**

**ALTERNATE "B" RADIO TOWER & CONTROL BUILDING & UPSIZED GENERATOR (ALL INCLUSIVE)**

- RADIO TOWER \$ \_\_\_\_\_
- RADIO CONTROL BUILDING \$ \_\_\_\_\_
- UPSIZED GENERATOR \$ \_\_\_\_\_  
(Difference between base generator and upsized generator)
- RADIO TOWER AND RADIO CONTROL BUILDING ELECTRICAL \$ \_\_\_\_\_
- BOLLARDS ASSOCIATED WITH FUELING SYSTEM \$ \_\_\_\_\_

**TOTAL PRICE ALTERNATE "B" BID (written and numerically) \$ \_\_\_\_\_**  
**\_\_\_\_\_ Dollars and \_\_\_\_\_/100**

**TOTAL PRICE BASE BID, ALTERNATE "A" AND ALTERNATE "B" \$ \_\_\_\_\_**  
**\_\_\_\_\_ Dollars and \_\_\_\_\_/100**

**REMINDER: ALSO TO BE INCLUDED WITH YOUR BID ARE:**

- **CSI FORM 1.5A**
- **COMPLETED REFERENCE FORMS FROM THREE (3) REFERENCES**
- **BID BOND OF 5% OF TOTAL COST OF BID (INCLUDING ALTERNATES A & B)**



## REFERENCE QUESTIONNAIRE

FORM MUST BE COMPLETED BY THREE (3) REFERENCES FOR PROJECTS OF SIMILAR SCOPE AND SCALE. **COMPLETED REFERENCE FORMS MUST RETURNED WITH BID DOCUMENTS DUE ON DECEMBER 11, 2012 @ 2:00 P.M. IN ORDER TO BE CONSIDERED FOR AWARD OF THIS PROJECT.**

VENDOR: \_\_\_\_\_ DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_ PHONE: \_\_\_\_\_

### Questions

A. What was the scope of the project you obtained from the vendor?

B. What year(s) were the services performed, e.g. 1996-2001, etc.

C. Please answer the following ten (10) questions using the scale provided:

1. Would you rate the quality of the vendor's performance as:

Points      Excellent \_\_\_\_\_      Good \_\_\_\_\_      Fair \_\_\_\_\_      Poor \_\_\_\_\_  
                  (5)                      (4)                      (2)                      (0)

2. How would you rate the responsiveness of this vendor?

Points      Excellent \_\_\_\_\_      Good \_\_\_\_\_      Fair \_\_\_\_\_      Poor \_\_\_\_\_  
                  (5)                      (4)                      (2)                      (0)

3. Did the contractor complete the work within the required timeline?

Points      Always \_\_\_\_\_      Usually \_\_\_\_\_      Sometimes \_\_\_\_\_      Never \_\_\_\_\_  
                  (5)                      (4)                      (2)                      (0)

4. Did the vendor maintain communication with you?

Points Always (5) Usually (4) Sometimes (2) Never (0)

5. Did the vendor keep you informed of problems that occurred?

Points Always (5) Usually (4) Sometimes (2) Never (0)

6. Rate their efforts to maintain contact with you on progress, meeting deadlines, etc:

Points Excellent (5) Good (4) Fair (2) Poor (0)

7. Did you experience any problems with the accuracy of any invoicing/billing?

Points No (5) Yes (0)

8. Rate how quickly and thoroughly the vendor resolved any invoicing/billing issues:

Points Excellent (5) Good (4) Fair (2) Poor (0)

9. Have the problems you experienced been dealt with to your satisfaction?

Points Always (5) Usually (4) Sometimes (2) Never (0)

10. Was this Vendor flexible in meeting your requirements?

Points Yes (5) No (0)

If no, why? \_\_\_\_\_

D. What would you do differently the next time you undertake a similar contract?

E. Explain why you would or would not do business with this vendor again.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



# LIST OF MAJOR SUBCONTRACTORS (With Bid Documents)

Project: ODOT Maintenance Facility From (Contractor): \_\_\_\_\_  
Division 7, Walters, Oklahoma Date: \_\_\_\_\_  
 To (A/E): Cobb Engineering - Patrick Maehs A/E Project Number: \_\_\_\_\_  
4516 NW 36th Street Oklahoma City, OK 73122 Contract For: \_\_\_\_\_

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title Description of Scope of Work Firm	Address	Phone Number (Fax Number)	Contact
----------------	--	---------	------------------------------	---------

- Structural
- Mechanical
- Plumbing
- Electrical
- Roofing

Attachments

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  File



SUBSTITUTION REQUEST

Project: ODOT Maintenance Facility
Substitution Request Number:
Division 7 Walters, Oklahoma
From:
To: Cobb Engineering - Patrick Maehs
Date:
4516 NW 36th Street Oklahoma City, OK 73122
A/E Project Number:
Re:
Contract For:

Specification Title:
Description:
Section: Page: Article/Paragraph:

Proposed Substitution:
Manufacturer: Address: Phone:
Trade Name: Model No.:
Installer: Address: Phone:

History: [ ] New product [ ] 2-5 years old [ ] 5-10 yrs old [ ] More than 10 years old

Differences between proposed substitution and specified product:

[ ] Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item:

Similar Installation:

Project: Architect:
Address: Owner:
Date Installed:

Proposed substitution affects other parts of Work: [ ] No [ ] Yes; explain

Supporting Data Attached: [ ] Drawings [ ] Product Data [ ] Samples [ ] Tests [ ] Reports [ ]



# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E     \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# NOTICE OF INTENT

See Reverse Side for Instructions

**DEQ FORM**  
**606-002A**  
Sept, 13, 2012



## Oklahoma Department of Environmental Quality Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY on Sites of One or More Acres Under the OPDES General Permit OKR10

SUBMISSION OF THIS NOTICE OF INTENT CONSTITUTES NOTICE THAT THE PARTY IDENTIFIED IN Part I OF THIS FORM INTENDS TO BE AUTHORIZED BY AN OPDES PERMIT ISSUED FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE STATE OF OKLAHOMA. BECOMING A PERMITTEE OBLIGATE SUCH DISCHARGER TO COMPLY WITH THE TERMS AND CONDITIONS OF THE PERMIT. IN ORDER TO OBTAIN AUTHORIZATION, ALL REQUESTED INFORMATION MUST BE PROVIDED ON THIS FORM. SEE INSTRUCTIONS ON BACK OF FORM.

**IF YOUR FACILITY OR SITE IS ON INDIAN COUNTRY LAND, FILE YOUR NOI WITH THE EPA, USING EPA FORM 3510-9.**

**NEW APPLICATION**  **RENEWAL**  **MODIFICATION** Enter Authorization Number: **OKR10**

### I. Facility Operator Information

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

### II. Site Information

Name of the project: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Location: Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Name of Receiving Water Body: \_\_\_\_\_

Is the discharge to an impaired water body on the DEQ 303(d) list?  Yes  No

Is there an approved TMDL or watershed plan applicable to this site?  Yes  No Purpose of Project \_\_\_\_\_ (See Instructions)

Is this site a part of the common plan of development or sale?  Yes  No Estimated area to be disturbed (to nearest acre): \_\_\_\_\_  
(If 40 or more acres, then SWP3 must be submitted.)

#### ENDANGERED SPECIES

Based on the instructions provided in Part 11 and Addendum A of the permit, is the proposed construction or land disturbing activity within the corridor of any of the listed Aquatic Resources of Concern (ARC)?  Yes  No (If yes, then SWP3 must be submitted)

If the answer is yes, please refer to Part 11.2 Step 2.

All permit eligibility requirements with regard to protection of endangered species through the indicated Section of Part 1.3.2.E.2 of the permit have been complied with. (check one or more boxes):

a.  b.  c.  d.  e.

### III. Certification

\_\_\_\_\_ (Initial) "I certify that this facility is registered with the Secretary of State of Oklahoma." Please provide the full name of company/corporation if different than that listed in Section I above.

\_\_\_\_\_ (Initial) "I certify that a Storm Water Pollution Prevention Plan (SWP3) has been prepared for this facility in accordance with Part 4.5 of this permit."

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I understand that continued coverage under this permit is contingent upon maintaining eligibility as provided for in Part 1.3."

Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

For DEQ use only: Assigned Authorization Number: OKR10



## Instructions – DEQ Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity to be Covered Under the OPDES General Permit OKR10

### Who Must File a Notice of Intent Form

Under the provisions of the Clean Water Act, as amended, (33 U.S. 1251 et seq. the Act), Oklahoma Environmental Code, Title 27A of the Oklahoma Statutes, Section 2-6-201 et. seq. and the rules OAC 252:606-1-3(b), discharge of storm water from construction activities is prohibited without an Oklahoma Pollutant Discharge Elimination System Permit. The operator of a construction site that has such a storm water discharge must submit an NOI to obtain coverage under an OPDES Storm Water General Permit (OKR10). If you have questions about whether you need a permit under the OPDES Storm Water program, or if you need information, write to the address listed below or telephone the Environmental Complaints and Local Services Division, Department of Environmental Quality (DEQ), at (405) 702-6100 and ask for the Storm Water Unit.

#### Where to File an NOI Form:

DEQ/Environmental Complaints and Local Services (ECLS)  
Storm Water Unit  
P.O. Box 1677  
Oklahoma City, OK 73101-1677  
FAX (405) 702-6226

**Note: do not submit an SWP3 with the NOI, unless the project is located (1) within Outstanding Resource Waters, or (2) within a Federal and State ARC, or (3) within a larger site which is disturbing land of 40 or more acres.**

### Completing The Form

You must type or print, using upper-case letters, in the appropriate areas only. If you have any questions on this form, call DEQ-ECLS at (405) 702-6100 and ask for the Storm Water Unit.

#### Section I. Facility Operator Information

Provide the legal name, mailing address, and telephone number of the person, firm, public organization, or any other entity that either individually or together meet either of the following two criteria: (1) have operational control over the site specifications (including the ability to make modifications in specifications); and (2) have the day-to-day operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions. If you are a Co-Permittee, check the appropriate box. Do not use a colloquial name.

#### Section II. Site Information

Enter the Project's official or legal name and complete street address, including city, county, state, ZIP code and phone number. If the site lacks a street address, indicate with a general statement the location of the site (e.g., Intersection of State Highways 61 and 34). The applicant must also provide the latitude and longitude of the facility in degrees, minutes, and seconds to the nearest 15 seconds ( $45^{\circ} 7' 24'' = 45.1234$  decimal latitude) of the approximate center of the site.

The latitude and longitude of your facility can be located on USGS quadrangle maps. The quadrangle maps may be obtained at 1-888-ASK-USGS. Longitude and latitude may also be obtained at the Census Bureau Internet site: <http://www.census.gov/cgi-bin/gazetteer>. Only one location description is needed: address; section, township, and range; or latitude and longitude.

Enter the name of the closest predominant receiving water body. The Oklahoma 303(d) list can be found online at [http://www.deq.state.ok.us/WQDnew/305b\\_303d/index.html](http://www.deq.state.ok.us/WQDnew/305b_303d/index.html) or the DEQ GIS Map and Data Viewer at [http://maps.deq.ok.gov/deq\\_wq/](http://maps.deq.ok.gov/deq_wq/)

If your facility or site is on Indian Country land, do not complete this form. File your NOI with the EPA online at <http://cfpub.epa.gov/npdes/stormwater/enoi.cfm>

Enter the description of the purpose of your project, such as residential subdivision, commercial building, road and bridge, wind farm etc.

Indicate whether your discharge will be consistent with the conditions and requirements of EPA approved or established TMDLs. An approved TMDL report can be found online on the DEQ website at <http://www.deq.state.ok.us/WQDnew/tmdl/index.html>.

Indicate whether your site is a part of the common plan of development or sale, which is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

Enter the estimated area to be disturbed including but not limited to: grubbing, excavation, grading, and utilities and infrastructure installation. Indicate to the nearest acre.

Indicate if the proposed construction site or land disturbing activity is within the corridor of a listed Aquatic Resource of Concern (ARC), Addendum A of the General Permit, and associated with the discharges and requirements to be covered by this permit as follows, Part 1.3.2.E.2:

- a The proposed construction site or land disturbing activity is not located within any of the corridors of the Federal or State identified ARC, and further investigation is not required.
- b The proposed construction site or land disturbing activity is located within a corridor of a Federal or State identified ARC (Addendum A). The SWP3 describes this area in relation to the listed water or watershed and specifies the measures to be employed to protect the endangered or threatened species or their critical habitat.
- c If one of those eligibility criteria cannot be met, applicants may use Addendum I (Buffer Guidance) for equivalent sediment controls or contact DEQ for further assistance; or
- d The applicant's federally approved activities are authorized by the appropriate Federal or State agency and that authorization addresses the Endangered Species Act Section 7 consultation for the applicant's storm water discharge or storm water discharge-related activities; or
- e The applicant's storm water discharges and storm water discharge-related activities were already addressed in another operator's certification of eligibility under Part 1.3.2.E.2 a, b, c, or d that included the applicant's project area. By certifying eligibility under Part 1.3.2.E.2 e, the applicant agrees to comply with applicable measures or controls upon which the other operator's certification under Part 1.3.2.E.2 a, b, c or d was based.

#### Section III. Certification

Certify that this company/corporation is registered with the Secretary of State of Oklahoma;

Certify that a Storm Water Pollution Prevention Plan (SWP3) has been prepared for this facility in accordance with Part 4.5 of this permit;

Federal Statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or their designee, or any other person who performs similar policy or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign had been assigned or delegated to the manager in accordance with corporate procedures.

For a partnership or sole proprietorship: by a general partner of the proprietor, or; For a municipality, state, Federal, or other public agency: by either a principal executive or ranking elected official.

**PLEASE MAKE SURE YOU ACQUIRE A COPY OF THIS PERMIT AND CAREFULLY READ ALL THE TERMS AND CONDITIONS**



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 21<sup>st</sup> 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 21<sup>st</sup>., 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  
MAINTENANCE FACILITIES CONSTRUCTION  
WALTERS, OKLAHOMA  
COTTON 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 and \_\_\_\_\_ is for all labor, materials and equipment necessary to construct a new maintenance facility in Walters, Oklahoma (Cotton County). This will include maintenance facility, office, vehicle shed, salt barn, mixed salt storage barn, hopper structure, fueling system & canopies, radio tower & radio control building, storm sewer system, paving, miscellaneous tanks, site utilities and associated site work.

**SECTION 2. TERM OF CONTRACT / WORK COMPLETION TIME**

**2.1)** This construction project shall commence on the date executed by all parties, with construction to be completed within twelve (12) months from issuance of Notice to Proceed. For each day the work remains incomplete after this twelve (12) months, the STATE will deduct liquidated damages in the amount of Five Hundred (\$500.00) Dollars per day from the amount due the Contractor as a recovery of costs incurred by the STATE caused by the Contractor's failure to complete the work within the contract time and not as a penalty.

**2.2)** 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

\_\_\_\_\_ (\$ \_\_\_\_\_ .00).

[See, attached bid sheet for individual item pricing.]

- 3.2) The billing 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 7

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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.

- 6.1) **DEQ Notice of Intent.** Contractor shall be responsible for filling out the Notice of Intent listing themselves as the Facility Operator (covering the period of construction) and submit said DEQ Form 606-002A last revised 9/13/2012 with the Department of Environmental Quality with a copy supplied to the DEPARTMENT.
- 6.2) **Fire Marshall Approval.** Contractor shall be responsible for submitting plans and specifications to the Oklahoma State Fire Marshall for approval following the completion of the Contractor's Fire Sprinkler Plans. Copy of Fire Marshall's approval shall be supplied to the DEPARTMENT.

**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, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workmen's compensation;
- .2 claims involving contractual liability insurance
- .3 liability insurance required by O.S.61. § 113
- .4 all-risk property insurance pursuant to 61 O.S. § 128

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. PERFORMANCE, PAYMENT AND DEFECT BONDS**

- 16.1** The Contractor is required to have three bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00);
- 16.1.1** Performance Bond for 100% of the value of the Contract to insure completion of the Work.
- 16.1.2** Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
- 16.1.3** Payment Bond for 100% of the Contract to assure that the Department is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
- 16.2** All bonds shall be on the forms prescribed and issued by the Department and included in the solicitation. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds.
- 16.3** Irrevocable Letters of Credit may be used as a substitute for the bonds required above. The Letters must be on the forms prescribed and provided by the Owner and issued by a financial institution insured by Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
- 16.4** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or the Owner shall promptly furnish a copy of the bonds or of letters of credit or shall permit a copy to be made.

**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 7

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. 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.





