

Kingfisher Maintenance Yard, Kingfisher County, OK

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*Solicitation # 3450004431*



State of Oklahoma

Oklahoma Department of Transportation

Purchasing Office

(405) 521-2708

All questions must be in writing and directed to:

Cheryl Emerson, CPO

200 NE 21<sup>st</sup> St, Room 3C9

Oklahoma City, OK 73105

[cemerson@odot.org](mailto:cemerson@odot.org)

\*Please reference the solicitation # on all correspondence\*

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#### Solicitation for Bids (Bid Notice) Non-Highway Construction

Important Dates	
Monday, January 5, 2015, by 4:30 P.M.	Pick-up plans
Tuesday, January 6, 2015, by 10:00 A.M.	Mandatory Pre-Bid Conference
Friday, January 9, 2015, 2:00 P.M.	Written questions Due
Monday, January 12, 2015, by 12:00 P.M.	Substitution Request Form Due
Wednesday, January 14, 2015, 4:30 P.M.	Responses to Questions Posted on Website
Friday, January 23, 2015, 2:00 P.M. CST	Solicitation Closes Bid Opening

**Scope of Project:** The renovation of an existing maintenance shop with office space, repair and renovation of 3 existing metal sheds, and includes new construction of a hopper shed, salt barn, mix barn, and equipment shed. Project will be constructed under a single prime contractor.

**Location of Project:** Located approximately 4.5 miles north of SH-33 US Hwy 81 in Kingfisher, County, OK

**Reference Requirement:** To be considered for award, each vendor must have three (3) references complete the Reference Form and include the

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completed forms with their bid. Forms are included in the solicitation document package.

Question Submission: Written questions will be accepted until Friday, January 9, 2015 2:00 P.M. Responses to questions will be posted on the website by Wednesday, January 14, 2015, 4:30 P.M.

Plans & Specifications: A C.D. containing plans and specifications may be requested by sending a written request to:

Jennifer Mason, CPO [jmason@odot.org](mailto:jmason@odot.org) (405) 522-1804 (fax)

### **Instructions to Bidders**

#### **1.0 Definitions**

- 1.1 The Department or Office is the Oklahoma Department of Transportation, Purchasing Office.
- 1.2 Bidding Documents include the Solicitation for Bids, these Instructions for Bidders, the Bid Forms, other sample bidding forms, and 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 or to be 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 Landscaped 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.



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- 2.2 The Pre-Bid Conference for this project is 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 by the response deadline date.

### **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 (3) references (on completed reference forms) must be included with the Bid.

### **4.0 Bidding Documents**

#### **4.1 Copies**

- 4.1.1 Bidders may obtain the solicitation package on the solicitation website.
- 4.1.2 CD's containing plans and specifications must be requested in writing from Jennifer Mason, Purchasing Manager. Bidding documents for work identified in the Solicitation for Bids is limited to General Contractors and 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 Jennifer Mason, CPO, of any ambiguity, inconsistency or error which they feel 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,

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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 Buyer, prior to or at the time listed. Request for Substitution must be on the substitution form included 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 the 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 shall 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 applications, 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 acknowledge that all Addenda were received, by signing the Addenda 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 as necessary.

5.1.3 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 initiated by the signer of the Bid.

5.1.4 All requested Alternates shall be bid. If no charge to the Base Bid is required, enter "No Charge." Failure to bid all Alternates may disqualify the Bid.

5.1.5 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



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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.

- 5.1.6 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 guaranty that, if awarded the contract, the Bidder will execute the contract and furnish bonds and insurance as required in Sections 6 and 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 Office. The State reserves the right to hold the bid security of the three (3) lowest bidders until the successful Bidder has executed 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 Department 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 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 and delivered to the Oklahoma Department of Transportation, Purchasing Office, 200 NE 21<sup>st</sup> St, Room 3C8, Oklahoma City, OK 73105. Place on the outside of the envelope the name of

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the Bidder, the Solicitation #, 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 after the 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 submitted 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 Jennifer Mason, Purchasing Manager, 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> St, Oklahoma City, OK 73105. The Bids will be read aloud and a 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 on the solicitation website.

### 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 accomplished 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.

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



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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 and responsive 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 Office.
- 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 ensure the completion of the work in accordance with 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 actions 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 Office.

## 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.

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### **9.0 Form of Contract Agreement**

9.1 A contract is to be used as the agreement between the State and the successful Bidder.

### **10.0 Labor**

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

10.2 There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

### **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**

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## Bid Form

Bidder Company Name: \_\_\_\_\_

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

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

Telephone #: \_\_\_\_\_ FEI: \_\_\_\_\_

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum (if any), on file at the Oklahoma Department of Transportation, 200 NE 21<sup>st</sup> St, Room 3C8, Oklahoma City, OK 73105 and posted at the solicitation website; 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 Solicitation # 3450004431 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 Notice to Proceed.
3. If the bid exceeds \$50,000.00, it shall be accompanied by a certified check or 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 nine (9) months from the date of receipt of the Work Order Notice to Proceed.

Signature \_\_\_\_\_





## **SOLICITATION 3450004431 – ODOT Kingfisher County Maintenance Facility**

### **Bid Tab Sheet Instructions:**

The Bid Tab Sheet is on an Excel Spread Sheet. Please fill out the Bid Tab Sheet and print it off on one sheet, landscape orientation.

The Bid Tab document has been uploaded as individual document on this Solicitation page.

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## Reference Questionnaire

This form must be completed by three (3) references for projects of similar scope and scale. Completed reference forms must be returned with bid documents in order to be considered for award of this project.

Reference Completed for: \_\_\_\_\_

Completed by (Company Name): \_\_\_\_\_

Completed by (Your Name): \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Questions



1. What was the scope of the project you obtained from the vendor?
2. What year(s) were the services performed (example: 2009-2011)?
3. What would you do differently the next time you undertake a similar contract?
4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor's performance? \_\_\_\_\_
2. How would you rate the responsiveness of this vendor? \_\_\_\_\_
3. Did the vendor complete the work within the required timeline? \_\_\_\_\_
4. Did the vendor maintain communication with you? \_\_\_\_\_
5. Did the vendor keep you informed of problems that occurred? \_\_\_\_\_
6. Did you experience any problems with invoicing/billing accuracy? \_\_\_\_\_
7. Were any problems experienced dealt with to your satisfaction? \_\_\_\_\_
8. Was this vendor flexible in meeting your requirements? \_\_\_\_\_



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## LIST OF MAJOR SUBCONTRACTORS (With Bid Documents)

Project: ODOT Kingfisher County Maintenance Facility From (Contractor): \_\_\_\_\_  
Division 4, Kingfisher, Oklahoma Date: \_\_\_\_\_  
To (A/E): CEC - Austin Burton A/E Project Number: \_\_\_\_\_  
4555 W. Memorial Road, Oklahoma City, OK 73142 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
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Structural

Mechanical

Plumbing

Electrical

Pre-Engineered Metal Bldg.

Fueling Systems

☐ Attachments

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

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

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

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July 1994  
CSI Form 1.5A







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## SUBSTITUTION REQUEST

Project: ODOT Maintenance Facility Substitution Request Number: \_\_\_\_\_  
Division 4, Kingfisher County, Oklahoma From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
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 ☐ \_\_\_\_\_

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## 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 & Address):

**Surety** (Name & Principal Place of Business):

**Owner:** Purchasing Division  
Oklahoma Department of Transportation  
State of Oklahoma  
200 NE 21<sup>st</sup> St, Room 3C8  
Oklahoma City, Ok 73105

## Construction Contract

Date:

Amount: \$

Description (Name & Location):

## Bond:

Date (Not earlier than construction contract date):

Amount: \$

**Contractor (Representative)**

**Surety (Representative)**

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

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

Name & Title:



Name & Title

Agent or Broker:

Owner's Representative:

\_\_\_\_\_  
Name and Title:

(Name, Address & Phone Only)

\_\_\_\_\_  
Name and Title:

(Architect, Engineer or other party)



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### *Solicitation # 3450004431*

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 of 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

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- .3 Not having 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 the 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



# Kingfisher Maintenance Yard, Kingfisher County, OK

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## *Solicitation # 3450004431*

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 of 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that the 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 the 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.



# Kingfisher Maintenance Yard, Kingfisher County, OK

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## 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 & Address):

**Surety** (Name & Principal Place of Business):

**Owner:** Purchasing Division  
Oklahoma Department of Transportation  
State of Oklahoma  
200 NE 21<sup>st</sup> St, Room 3C8  
Oklahoma City, Ok 73105

## Construction Contract

Date:

Amount: \$

Description (Name & Location):

## Bond:

Date (Not earlier than construction contract date):

Amount: \$

**Contractor (Representative)**

**Surety (Representative)**

Signature



Signature

Name & Title: Agent or Broker  
(Name, Address, & Phone Only)

Owner's Representative  
(Architect, Engineer or other party)

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## *Solicitation # 3450004431*

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 obligations under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligation under this bond may 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

# Kingfisher Maintenance Yard, Kingfisher County, OK

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## *Solicitation # 3450004431*

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 is 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 whold 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 of 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 performances 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.



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## *Solicitation # 3450004431*

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 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 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 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.



# Kingfisher Maintenance Yard, Kingfisher County, OK

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## 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 in 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, administrator, 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 # 3450004431 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 21<sup>st</sup> St, Room 3C8, Oklahoma City, OK 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 charges 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 names 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.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal: \_\_\_\_\_  
By (Title): \_\_\_\_\_

Attest: \_\_\_\_\_

Surety: \_\_\_\_\_  
(Attorney in fact)

By:

Name:

Address:

City:

State:

Zipcode:

Telephone #:

# 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 OBLIGATES 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): \_\_\_\_\_

#### 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 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 c, 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.