State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Notice To Proceed / Work Order

This document has important legal consequences. Consultation with an attorney is encouraged.

Notice to proceed date: **September 9, 2015**

In accordance with the Agreement dated: **September 8, 2015**

BETWEEN the Vendor's client – identified as the Owner:	**State of Oklahoma** **Office of Management and Enterprise Services** **Division of Capital Assets Management** **Construction and Properties Department** **Will Rogers Building** **2401 N. Lincoln, Suite 106** **Oklahoma City, OK 73152-3448**
On behalf of Using Agency:	**Office of Management and Enterprise Services** **Division of Capital Assets Management** **Construction and Properties Department**
And the Vendor:	**Sawatzky Construction, LLC** **PO Box 445** **3233 East main** **Weatherford, OK 73096**
For the following Project	CAP Project Number: **15414** *(reference on all invoices)* Project Name: **Area 4 - State of Oklahoma Paving Maintenance Contract**

1. Authorization is given to proceed with the Area 4 - State of Oklahoma Paving Maintenance.
2. You are directed to begin work no later than ten (10) calendar days from the date of this notice, which is the beginning date of your contract time. If the tenth day falls on a weekend or state holiday, the beginning date will be the next regular business day.
3. Contract Time: **295 Calendar Days with the option to Renew at the same terms and conditions for Four (4) additional One (1) year periods.**
4. Substantial Completion Date: **06/30/16**

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Standard Form of Agreement Between Owner and Contractor

Minor Projects under the Statutory Amount or No Design Consultant

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion.

AGREEMENT made as of the **8th** day of **September** in the year **2015**.

BETWEEN the Owner:	**State of Oklahoma** **Office of Management and Enterprise Services** **Division of Capital Assets Management** **Construction and Properties Department** **Will Rogers Building** **2401 N. Lincoln, Suite 212** **Oklahoma City, OK 73105**
On behalf of Using Agency:	**Office of Management and Enterprise Services** **Division of Capital Assets Management** **Construction and Properties Department**
And the Contractor:	**Sawatzky Construction, LLC** **P.O. Box 445** **3233 East Main** **Weatherford, OK 73096**
For the Project:	CAP Project No: **15414** Project Name: **Statewide Paving Contract - Area 4**

The Owner and Contractor agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement and the Solicitation, as referenced, inclusive of any stated Conditions, Requirements, Provisions, Scope of Work, Plans, Specifications, Addenda and the Contractor's Bid Form as may be contained therein, included as an attachment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2. THE WORK OF THIS CONTRACT

2.1 The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3. CONTRACT SUM AND PAYMENTS

3.1 The date of commencement of the Work shall be the date of the Work Order issued by the Owner and affixed to the State's separate Purchase Order issued to encumber the cost of the Work. The Contract Time shall be measured from the date of Work Order.

3.2 The Contractor shall achieve Final Completion of the entire Work not later than **N/A** days from the date of commencement, or as follows: **FROM DATE OF NOTICE TO PROCEED TO JUNE 30, 2016 WITH OPTION TO RENEW FOR (4) ADDITIONAL (1) YEAR PERIODS**, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 If provided for in the Solicitation, in regard to as-needed maintenance or trade services, the Contract Time may be extended for additional annual renewal periods by amendment to the Agreement.

ARTICLE 4. CONTRACT SUM AND PAYMENTS

(The clause selected with an "X" shall be the valid 4.1 contractual clause)

☐ **4.1** This Contract is for a firm fixed price in the amount of **N/A** Dollars ($ **N/A**, Projects with duration of one month or less shall be invoiced upon final completion. Projects with a duration exceeding one month may be incrementally invoiced on a monthly basis. Final payment will not be made until Owner's Representative has verified that all work has been completed. No payment will be made to the Contractor after the Final Completion Date until all work is complete.

☒ **4.1** This Contract is non-binding. The Owner may or may not purchase the quantities stated in the Solicitation. Work authorized under this agreement shall be invoiced at the rates stated on the Contractor's Bid Form. Invoices will be accepted for payment monthly for the Work completed in the previous month.

ARTICLE 5. OTHER TERMS AND CONDITIONS

5.1 OWNER'S REPRESENTATIVE: For the purposes of this Contract, the Administrator of DCAM/CAP or a designated person shall serve as the Owner's Representative, and serve as the Supervisory Official for the purposes of accepting the work and approving Invoices for Payment. No work will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.

5.2 CONTRACT CHANGES: Contract Changes shall be provided only upon prior written authorization by the Owner, and are subject to the statutory limits set forth in 61 O.S. § 121. Upon request by the Owner's Representative, Contractor shall prepare an itemized cost proposal for the requested contract change and submit to Owner's Representative for review and approval. If accepted by Owner, a Change Order will be processed and returned to Contractor, authorizing the change in the work and providing a notice to proceed.

5.3 AUDITS AND RECORDS CLAUSE: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later

5.4 OWNERSHIP OF DOCUMENTS: All documentation generated as an instrument of service is and shall remain the property of the Owner, including shop drawings, equipment manuals, equipment warranties and as-built drawings. Contractor shall deliver said documents to Owner's Representative or as otherwise stated in the Solicitation upon final completion of the work.

5.5 SUCCESSORS AND ASSIGNS: The Owner and the Contractor each binds themselves, partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Contractor shall not assign, sublet or otherwise transfer its interest in this Agreement without the written consent of the Owner.

5.6 DISPUTES AND CLAIMS: The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by participating in good faith in a settlement meeting to obtain a mutual agreement that resolves the claim or dispute. If an agreement cannot be attained, the Contractor may appeal to the Administrator of the Division of Capital Assets Management, by submitting written notice of a protest to the Administrator within twenty-one (21) days of the previous settlement meeting. The Administrator may hear the protest or may assign the Contractor's appeal to an administrative law judge the Division retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act, 75 O.S. § 309 et seq., and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal. If the Administrator denies Contractor's appeal, the Contractor may appeal pursuant to provisions of 75 O.S., § 309 et seq. of the Administrative Procedures Act.

5.7 TERMINATION

5.7.1 This Agreement may be terminated by the Owner upon mailing notice of termination to the Contractor at least seven (7) working days in advance of the date of termination if the Contractor substantially fails to perform according to the terms and conditions of this Agreement in the opinion of the Owner or funds for the Project are insufficient to proceed with the Project. In the event of termination, the Contractor shall be paid compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set off by the Owner.

5.7.2 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.7.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause.

5.8 INSURANCE: Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required

5.8.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. (Companies exempt from the Workers' Compensation Act may substitute DCAM/CAP Form A321D in lieu of a Certificate of Coverage).

5.8.2 Commercial General Liability shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate).

5.8.3 Automobile Liability (owned, non-owned and hired vehicles) shall be $100,000 (Each Occurrence) and $300,000 (General Aggregate), for bodily injury and property damage

5.8.4 Property Damage (for projects under $50,000) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).

5.8.5 Builder's Risk (for projects $50,000.00 and above) shall be $50,000 (Each Occurrence) and $100,000 (General Aggregate).

5.9 BONDS

5.9.1 Bonds are required for any contract where the firm, fixed price contract sum equals or exceeds fifty thousand dollars ($50,000), or where an individual work order under a non-binding service or maintenance contract exceeds fifty thousand dollars ($50,000).

5.9.1.1 Performance Bond for 100% of the value of the Contract to insure completion of the Work.
5.9.1.2 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
5.9.1.3 Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

5.9.2 All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement

5.9.3 Irrevocable Letters of Credit may be used as a substitute for the required bonds, on the forms prescribed and provided by the Owner and issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

5.10JURISDICTION: This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 6. OTHER CONDITIONS OF THE CONTRACT

6.1 The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

6.2 The Contractor certifies that they are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

6.3 Other documents, if any, forming part of the Contract Documents are as follows:

This Agreement entered into as of the day and year written above.

STATE OF OKLAHOMA
Office of Management and Enterprise Services
Division of Capital Assets Management

9.9.15
(Owner Signature) *(Date Signed)*

Mickerl Jones
Director
Construction and Properties Department

SAWATZKY CONSTRUCTION, LLC

09/ 08/ 15
(Contractor Signature) *(Date Signed)*

Darryl Penner - General Manager
(Printed Name and Title)

73-1522587
(EIN/TIN Number)

ATTACHMENTS:

1. Contractor's Bid Form
2. Contractor's Bid Affidavit
3. Contractor's Insurance Certificate(s)
4. Contractor's Bonds (if applicable)
5. Copy of Solicitation for Bids

ATTACHMENT "1"

Contractor's Bid Form

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Bid Form

To: Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
P. O. Box 53448
Oklahoma City, Oklahoma 73152-3448

From: Sawatzky Construction, LLC
(Firm Name)

P.O. Box 445
(Address)

Weatherford, OK 73096
(City, State, Zip)

(580) 772-5563
(Telephone Number)

73-1522587
(EIN/TIN)

dpenner@sawatzkyconstruction.com
(Email address)

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) (1), _____, _____, _____, _____, _____, _____, _____ on file in the Division of Capital Assets Management, Construction and Properties Department, Will Rogers Building, 2401 N. Lincoln Blvd. Suite 106, Oklahoma City, Oklahoma 73105-4402, 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 CAP Project Number **15414**, 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 NOTICE TO PROCEED/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 from **DATE OF NOTICE TO PROCEED TO JUNE 30, 2016 WITH OPTION TO RENEW FOR UP TO (4) ADDITIONAL ONE YEAR PERIODS.**

State Parking Lot / Pavement Maintenace Program Bid Form

Pavement Contract Area: 4

				Unit	Unit Price	X	Estimated Quantity	=	Extended Price per Year
Section 1	**Soils**								
1.01	10	100	Clearing And Grubbing	SY	$ 10.00	x	1,000	=	$ 10,000.00
1.01	10	200	Selective Clearing	SY	$ 7.50	x	1,000	=	$ 7,500.00
1.01	10	300	Tree Removal < 6"	EA	$ 150.00	x	1	=	$ 150.00
1.01	10	400	Tree Removal 6" - 12"	EA	$ 300.00	x	1	=	$ 300.00
1.01	10	500	Tree Removal > 12"	EA	$ 450.00	x	1	=	$ 450.00
1.02	10	100	Unclassified Excavation	CY	$ 8.00	x	10,000	=	$ 80,000.00
1.02	10	200	Muck Excavation	CY	$ 12.00	x	5,000	=	$ 60,000.00
1.02	10	300	Rock Excavation	CY	$ 14.00	x	5,000	=	$ 70,000.00
1.02	20	100	Unclassified Borrow	CY	$ 15.00	x	10,000	=	$ 150,000.00
1.03	10	100	Test Rolling	SY	$ 0.50	x	10,000	=	$ 5,000.00
1.04	10	100	Temporary Silt Fence	LF	$ 3.00	x	5,000	=	$ 15,000.00
1.04	10	200	Temporary Sediment Basin	EA	$ 800.00	x	10	=	$ 8,000.00
1.04	10	300	Temporary Silt Dike	LF	$ 8.00	x	2,000	=	$ 16,000.00
1.05	10	100	Nylon Erosion Control Mat	SY	$ 7.00	x	1,000	=	$ 7,000.00
1.06	10	100	Solid Slab Sodding	SY	$ 3.25	x	5,000	=	$ 16,250.00
1.06	10	200	Mulch Sodding	SY	$ 3.00	x	5,000	=	$ 15,000.00
Section 2	**Subgrade**								
2.01	10	100	Subgrade Method B	SY	$ 4.00	x	20,000	=	$ 80,000.00

2.02	10	100	Subgrade Stabilization	SY	$	6.00	x	20,000	=	$	120,000.00
2.02	10	200	Subgrade Modification	SY	$	5.00	x	20,000	=	$	100,000.00
2.02	20	100	Fly Ash	TON	$	100.00	x	500	=	$	50,000.00
2.02	20	200	Cement Kiln Dust	TON	$	80.00	x	1,500	=	$	120,000.00
2.02	20	300	Portland Cement	TON	$	175.00	x	500	=	$	87,500.00
2.02	20	400	Lime	TON	$	200.00	x	500	=	$	100,000.00
Section 3	**Bases**										
3.01	10	100	Aggregate Base Type A	CY	$	100.00	x	5,000	=	$	500,000.00
3.02	10	100	Open Graded Bituminous Base	SY	$	15.00	x	5,000	=	$	75,000.00
3.03	10	100	Separator Fabric for Bases	SY	$	2.00	x	5,000	=	$	10,000.00
3.04	10	100	Geotextile Reinforcement	SY	$	2.25	x	1,000	=	$	2,250.00
3.04	10	200	Geo Grid Reinforcement	SY	$	2.50	x	1,000	=	$	2,500.00
Section 4	**Sufaces**										
4.01	10	100	Traffic Bound Surface Course Type E	TON	$	40.00	x	5,000	=	$	200,000.00
4.02	10	100	Chip Seal - Single Treatment	SY	$	6.00	x	5,000	=	$	30,000.00
4.02	10	200	Chip Seal - Double Treatment	SY	$	6.00	x	5,000	=	$	30,000.00
4.02	20	100	Chip Seal - Preparation of Base	SY	$	6.00	x	5,000	=	$	30,000.00
4.03	10	100	Fog Seal	GAL	$	2.00	x	10,000	=	$	20,000.00
4.03	10	200	Tack Coat	GAL	$	4.00	x	5,000	=	$	20,000.00
4.04	10	100	Prime Coat	GAL	$	7.00	x	5,000	=	$	35,000.00
4.05	10	100	Separator Fabric	SY	$	2.00	x	5,000	=	$	10,000.00

4.06	10	100	Hot Mix Asphalt - Superpave Type S3 (PG 64-220K) Less Than 80 Tons	TON	$	325.00	x	80	=	$	26,000.00
4.06	10	200	Hot Mix Asphalt - Superpave Type S3 (PG 64-220K) 80 to 200 Tons	TON	$	300.00	x	200	=	$	60,000.00
4.06	10	300	Hot Mix Asphalt - Superpave Type S3 (PG 64-220K) 200 to 500 Tons	TON	$	175.00	x	500	=	$	87,500.00
4.06	10	400	Hot Mix Asphalt - Superpave Type S3 (PG 64-220K) 500 to 1,000 Tons	TON	$	110.00	x	1,000	=	$	110,000.00
4.06	10	500	Hot Mix Asphalt - Superpave Type S3 (PG 64-220K) > 1,000 Tons	TON	$	100.00	x	5,000	=	$	500,000.00
4.06	20	100	Hot Mix Asphalt - Superpave Type S4 (PG 64-220K) Less Than 80 Tons	TON	$	325.00	x	80	=	$	26,000.00
4.06	20	200	Hot Mix Asphalt - Superpave Type S4 (PG 64-220K) 80 to 200 Tons	TON	$	300.00	x	200	=	$	60,000.00
4.06	20	300	Hot Mix Asphalt - Superpave Type S4 (PG 64-220K) 200 to 500 Tons	TON	$	175.00	x	500	=	$	87,500.00
4.06	20	400	Hot Mix Asphalt - Superpave Type S4 (PG 64-220K) 500 to 1,000 Tons	TON	$	110.00	x	1,000	=	$	110,000.00
4.06	20	500	Hot Mix Asphalt - Superpave Type S4 (PG 64-220K) > 1,000 Tons	TON	$	100.00	x	5,000	=	$	500,000.00
4.06	30	100	Hot Mix Asphalt - Superpave Type S5 (PG 64-220K) Less Than 80 Tons	TON	$	325.00	x	80	=	$	26,000.00

4.06	30	200	Hot Mix Asphalt - Superpave Type S5 (PG 64-220K) 80 to 200 Tons	TON	$	300.00	x	200	=	$	60,000.00
4.06	30	300	Hot Mix Asphalt - Superpave Type S5 (PG 64-220K) 200 to 500 Tons	TON	$	175.00	x	500	=	$	87,500.00
4.06	30	400	Hot Mix Asphalt - Superpave Type S5 (PG 64-220K) 500 to 1,000 Tons	TON	$	110.00	x	1,000	=	$	110,000.00
4.06	30	500	Hot Mix Asphalt - Superpave Type S5 (PG 64-220K) > 1,000 Tons	TON	$	100.00	x	5,000	=	$	500,000.00
4.07	10	100	Asphalt Patching < 100 SQ FT	SF	$	45.00	x	100	=	$	4,500.00
4.07	10	200	Asphalt Patching 101 to 250 SQ FT	SF	$	45.00	x	250	=	$	11,250.00
4.07	10	300	Asphalt Patching 251 to 500 SQ FT	SF	$	40.00	x	500	=	$	20,000.00
4.07	10	400	Asphalt Patching 501 to 750 SQ FT	SF	$	40.00	x	750	=	$	30,000.00
4.07	10	500	Asphalt Patching 751 to 1,000 SQ FT	SF	$	35.00	x	1,000	=	$	35,000.00
4.07	10	600	Asphalt Patching > 1,000 SQ FT	SF	$	35.00	x	5,000	=	$	175,000.00
4.08	10	100	Cold-Milling	SY	$	15.00	x	5,000	=	$	75,000.00
4.09	10	100	Type A Sealant (Fiber-Fill Material)	LF	$	3.00	x	1,000	=	$	3,000.00
4.09	10	200	Type B Sealant (Modified AASHTO M173)	LF	$	4.00	x	1,000	=	$	4,000.00
4.09	20	100	Seal Coat (Flood App)	SY	$	2.00	x	1,000	=	$	2,000.00
4.10	10	100	P.C. Concrete Pavement Placement	SY	$	50.00	x	5,000	=	$	250,000.00

4.10	10	200	Dowel Jointed P.C. Concrete Pavement Placement	SY	$	60.00	x	5,000	=	$	300,000.00
4.10	10	300	Full Depth P.C.C. Patch Placement	SY	$	100.00	x	1,000	=	$	100,000.00
4.10	10	400	Partial Depth P.C.C. Patch Placement	SY	$	100.00	x	500	=	$	50,000.00
4.10	20	100	Portalnd Cement Concrete for Pavement	CY	$	130.00	x	10,000	=	$	1,300,000.00
4.10	20	200	Class A Concrete for Small Structures	CY	$	140.00	x	5,000	=	$	700,000.00
4.11	10	100	Hot Poured Joint Sealant	LF	$	1.25	x	10,000	=	$	12,500.00
4.11	10	200	Low Modulus Silicone Joint Sealant (Self-Leveling)	LF	$	1.75	x	10,000	=	$	17,500.00
4.12	10	100	Diamond Grinding Concrete Pavement	SY	$	8.00	x	5,000	=	$	40,000.00
Section 5	**Incedental Construction**										
5.01	10	100	Concrete Curb	LF	$	15.00	x	1,000	=	$	15,000.00
5.01	10	200	Combined Curb and Gutter	LF	$	50.00	x	1,000	=	$	50,000.00
5.01	10	300	Asphalt Curbing	LF	$	30.00	x	1,000	=	$	30,000.00
5.02	10	100	Concrete Sidewalk	SY	$	100.00	x	1,000	=	$	100,000.00
5.02	10	200	Asphalt Sidewalk	SY	$	100.00	x	1,000	=	$	100,000.00
5.02	10	300	ADA Curb Ramp (8 Inches)	SY	$	200.00	x	500	=	$	100,000.00
5.02	10	400	Tactile Markers/ Truncated Domes	SF	$	75.00	x	500	=	$	37,500.00
5.02	20	100	Reinforcing Steel	LB	$	5.00	x	5,000	=	$	25,000.00
5.02	30	100	Pipe Railing	LF	$	100.00	x	100	=	$	10,000.00

5.03	10	100	Standard Bedding Material, Class C	CY	$	30.00	x	1,000	=	$	30,000.00
5.03	20	100	Pipe Underdrain Cover Material	CY	$	30.00	x	1,000	=	$	30,000.00
5.03	30	100	Trench Excavation	CY	$	10.00	x	1,000	=	$	10,000.00
5.03	40	100	6" Perforated Pipe Underdrain	LF	$	20.00	x	300	=	$	6,000.00
5.03	40	200	6" Non-Perforated Pipe Underdrain	LF	$	20.00	x	500	=	$	10,000.00
5.04	10	100	Removal of Asphalt Pavement	SY	$	20.00	x	5,000	=	$	100,000.00
5.04	10	200	Removal of Concrete Pavement	SY	$	30.00	x	5,000	=	$	150,000.00
5.04	10	300	Removal of Sidewalk	SY	$	30.00	x	1,000	=	$	30,000.00
5.04	10	400	Removal of Curb and Gutter	LF	$	20.00	x	1,000	=	$	20,000.00
5.04	10	500	Saw Cut Pavement	LF	$	10.00	x	1,000	=	$	10,000.00
5.04	10	600	Removal of Fence	LF	$	20.00	x	1,000	=	$	20,000.00
5.04	10	700	Remove and Reset Wheel Stops	EA	$	50.00	x	500	=	$	25,000.00
5.05	10	100	Mobilization, Lessthan 50 miles	EA	$	7,500.00	x	1	=	$	7,500.00
5.05	10	200	Mobilization, 50 to 100 miles	EA	$	10,000.00	x	1	=	$	10,000.00
5.05	10	300	Mobilization, 100 to 200 miles	EA	$	12,500.00	x	1	=	$	12,500.00
5.05	10	400	Mobilization, More than 200 miles	EA	$	15,000.00	x	1	=	$	15,000.00
5.05	20	100	Haul Rate	MI	$	4.00	x	1	=	$	4.00
Section 6			**Traffic Control**								
6.01	10	100	Sheet Aluminum Signs	SF	$	32.00	x	1,000	=	$	32,000.00
6.01	10	200	Extruded Aluminum Panel Signs	SF	$	68.00	x	1,000	=	$	68,000.00

6.01	20	100	Mast Arm Mounted Signs	SF	$	40.00	x	1,000	=	$	40,000.00
6.02	10	100	Galvanized Steel Wide Flange Beam Posts	LF	$	55.00	x	500	=	$	27,500.00
6.02	10	200	Galvanized Steel Pipe Posts	LF	$	15.00	x	500	=	$	7,500.00
6.02	20	100	Square Tube Post	LF	$	16.00	x	500	=	$	8,000.00
6.02	20	200	Flange Channel Posts	LF	$	16.00	x	500	=	$	8,000.00
6.02	30	100	Remove and Reset Existing Signs	SF	$	50.00	x	1,000	=	$	50,000.00
6.04	10	100	Wheel Stops	EA	$	150.00	x	500	=	$	75,000.00
Section 7	**Pavement Marking**										
7.01	10	100	Stripe Paint, White	LF	$	2.60	x	5,000	=	$	13,000.00
7.01	10	200	Stripe paint, Yellow	LF	$	2.60	x	5,000	=	$	13,000.00
7.01	10	300	Stripe Paint, Blue	LF	$	3.20	x	2,500	=	$	8,000.00
7.01	20	100	Arrow, Words, or Symbols, White	EA	$	85.00	x	100	=	$	8,500.00
7.01	20	200	Arrow, Words, or Symbols, Yellow	EA	$	85.00	x	100	=	$	8,500.00
7.01	20	300	Arrow, Words, or Symbols, Blue	EA	$	110.00	x	100	=	$	11,000.00
7.02	10	100	Pavement Stripe Removal	LF	$	2.40	x	1,000	=	$	2,400.00
7.02	10	200	Pavement Arrow, Words, or Symbol Removal	EA	$	52.00	x	100	=	$	5,200.00
Section 8	**Adjustments of Existing Structures**										
8.01	10	100	Remove and Reset Fire Hydrant	EA	$	1,500.00	x	100	=	$	150,000.00
8.01	10	200	Relocate Fire Hydrant	EA	$	1,500.00	x	100	=	$	150,000.00
8.01	20	100	Water Line Removed and Re-laid	LF	$	45.00	x	500	=	$	22,500.00

8.01	20	200	Water Line Lowered	LF	$	40.00	x	500	=	$	20,000.00
8.02	10	100	Resetting Existing Manhole Ring & Cover	EA	$	100.00	x	100	=	$	10,000.00
8.02	10	200	Adjust Manhole to Grade	EA	$	200.00	x	100	=	$	20,000.00
8.02	10	300	Setting New Manhole Ring & Cover	EA	$	200.00	x	100	=	$	20,000.00
8.03	10	100	Relocate Water Meter (SP)	EA	$	500.00	x	50	=	$	25,000.00
8.03	20	100	Valve Box Adjust to Grade	EA	$	100.00	x	50	=	$	5,000.00
8.03	20	200	Water Valve Box	EA	$	200.00	x	100	=	$	20,000.00
8.03	20	300	Valve Reset	EA	$	100.00	x	100	=	$	10,000.00
8.03	30	100	Water Meter Box (Traffic Type)	EA	$	500.00	x	100	=	$	50,000.00
8.03	30	200	Water Meter Box (Residential)	EA	$	300.00	x	100	=	$	30,000.00
8.03	30	300	Adjusting Existing Structure (Water Meter)	EA	$	100.00	x	100	=	$	10,000.00
8.04	10	100	Storm Sewer Hood Replacement	EA	$	400.00	x	50	=	$	20,000.00
8.04	10	200	Storm Sewer Grate Replacement	EA	$	400.00	x	50	=	$	20,000.00
8.04	10	300	Storm Sewer Grate Adjustment	EA	$	200.00	x	50	=	$	10,000.00

Section 9 Miscellaneous

9.01	10	100	Civil Engineer Plans & Specs	HR	$	250.00	x	1	=	$	250.00
9.02	10	100	Fire Marshal Review	SF	$	0.50	x	5,000	=	$	2,500.00
9.03	10	100	Storm Water Pollution Prevention Plan	EA	$	600.00	x	1	=	$	600.00

9.04	10	100	Furnish Mechanical Proposal for miscellaneous paving services. Subcontractor proposal plus fifteen percent. **(See Specification. Do not enter any pricing)**								
9.04	10	200	Furnish Electrical Proposal for miscellaneous paving services. Subcontractor proposal plus fifteen percent. **(See Specification. Do not enter any pricing)**								
9.04	10	300	Furnish Plumbing Proposal for miscellaneous paving services. Subcontractor proposal plus fifteen percent. **(See Specification. Do not enter any pricing)**								
9.04	10	400	Furnish Landscaping Proposal for miscellaneous paving services. Subcontractor proposal plus fifteen percent. **(See Specification. Do not enter any pricing)**								
9.05	10	100	Construction Staking	HR	$	250.00	x	1	=	$	250.00
9.06	10	100	Asphalt Quality Control	TON	$	2.00	x	1,000	=	$	2,000.00
9.06	10	200	Concrete quality Control	SY	$	3.00	x	1,000	=	$	3,000.00
9.07	10	100	Davis-Bacon Wage Act **(See Specification. Do not enter any pricing)**								
			Total Price							**$**	**9,503,354.00**

THE TOTAL PRICE IS THE SUM OF ALL PRICES IN THE EXTENDED PRICE COLUMN

ATTACHMENT "2"

CONTRACTOR'S BID AFFIDAVIT

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Bid Affidavits

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF Oklahoma)
) ss
COUNTY OF Custer)

Project Name: SOK Paving Maintenance Contract
CAP Project No.: CAP # 15414

NON-COLLUSION STATEMENT

A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that

1. I am the duly authorized agent of Sawatzky Construction, LLC, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

BUSINESS RELATIONSHIPS STATEMENT

A. I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

None

(If none, so state; use additional sheet if necessary.)

B. That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

None

(If none, so state; use additional sheet if necessary.)

C. And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

None

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

(Bidder Signature)

Darryl Penner
(Bidder Printed Name)

General Manager
(Bidder Printed Title)

Subscribed and sworn to before me this 29 th day of July ,20 15

DEBRA L SAGE
NOTARY PUBLIC – STATE OF OKLAHOMA
COMMISSION # 14010042
My Commission Expires Nov 5, 2018
Bonded Through RLI Insurance Company

(Signature of notarial officer)

My Commission Expires: Nov. 5, 2018

(Seal)

My Commission #: 14010042

ATTACHMENT "3"

CONTRACTOR'S INSURANCE CERTIFICATE(S)

SAWAT-1 OP ID: RR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ed Berrong Insurance Agency, Inc.
PO Box 268
Weatherford, OK 73096
Brad Berrong

CONTACT NAME: Brad Berrong
PHONE (A/C, No, Ext): 580-772-3329 FAX (A/C, No): 580-772-1541
E-MAIL ADDRESS: Brad@berrongins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mid-Continent Casualty Co	23418
INSURER B : CompSource Mutual Ins Co	36188
INSURER C : EMC Insurance Companies	25186
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sawatzky Construction, LLC
PO Box 445
Weatherford, OK 73096

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			04GL000923758	02/28/2015	02/28/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY			04CA002807268	02/28/2015	02/28/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01771217	02/01/2015	02/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Builder's risk			4C41423-15	09/21/2014	09/21/2015		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial & residential construction. CAP #15414

CERTIFICATE HOLDER

STATOK3

State of Oklahoma, OMES
Div. of Capital Assets Manag.
Real Est. & Leasing Serv. Off.
2401 N Lincoln Boulevard
Oklahoma City, OK 73152

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brad Berrong

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ATTACHMENT "4"

COPY OF SOLICITATION FOR BIDS

State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Solicitation For Bids
(Bid Notice)

Sealed bids will be received by the Division of Capital Assets Management, Construction and Properties Department (CAP), Will Rogers Building, 2401 Lincoln Blvd, Suite 106, Oklahoma City, OK 73105, or by postal mail at P.O. Box 53448, Oklahoma City, OK 73152-3448, up to 96 hours prior to the time and date indicated below.
The bids will be opened and read aloud after the time indicated
Copies of the plans and bid documents may be obtained from the CAP's Online Plan Room accessed from http://www.ok.gov/DCS/Construction_&_Properties. Copies of the bid documents are on file at the Construction and Properties office and are available for public inspection

■ CAP Project Number:	**15414**
■ Project Name:	**State of Oklahoma Paving Maintenance Contract**
■ Project Location:	**Area 4 Per Map in Project Manual**
■ Cost Estimate:	**$1,000,000.00 Per Area (Non-Binding/Non-Encumbered)**
■ Using Agency:	**OMES/DCAM Construction & Properties Dept.**
■ Bid Documents Available:	**6/30/15**, Fee For Bid Documents: **See Website**
■ **Pre-Bid Conference:**	**Non-Mandatory**, Refer to "Instructions To Bidders" in Project Manual. In case of adverse weather conditions, please call 405-521-2112 prior to Pre-bid Conference.
■Date and Time:	**7/9/15 10:00 A.M.**
■Location:	**Will Rogers Building, 2401 N Lincoln Blvd, Suite 102/104, OKC, OK 73105**
■ **Bid Opening:**	
■Date and Time:	**7/23/15 at** 2:00 P.M.
■Location:	**Will Rogers Building** **2401 N Lincoln Blvd, Suite 102/104 OKC, OK 73105**
■Mailing Address:	**P.O. Box 53448, OKC, OK 73152-3448**
■ Contact Person(s) For Questions:	**Manny Sauviller - 405-522-5895** **Manny.sauviller@omes.ok.gov**

Bid Bond:

☐ If the bid exceeds $50,000, a cashier's check, a certified check or surety bid bond in the amount of five percent (5%) of the total bid shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

* Or *

☒ A cashier's check, a certified check or surety bid bond in the amount of **$500.00** shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

NOTE:

Bidding Documents – 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.

Bid Forms – Only bid forms from the DCAM/CAP Project Manual shall be used for bid submissions.

Addenda – Notifications of Addenda will be emailed or faxed to all who are known by the CAP to have received a complete set of Bidding Documents from CAP's Online Plan Room, accessible through the CAP web site.

Plan Holder List – In order to be placed on the Plan Holder List for a CAP Project and automatically receive Notifications of Addenda the vendor must have purchased Bidding Documents from CAP's Online Plan Room, accessible through the CAP web site.