



*Oklahoma Turnpike Authority
3500 Martin Luther King Ave.
Oklahoma City. OK 73111*

**Invitation to Bid
To Provide & Erect Three (3) Metal Buildings
To House Front End Loaders
Turner Turnpike at Luther Interchange & OKC Gate
Muskogee & Creek Interchange
(ITB #2013-018)**

1 INTRODUCTION:

The Oklahoma Turnpike Authority (OTA) is seeking bids from responsible contractors to provide and erect three (3) metal buildings with concrete floors, and overhead doors to be used for housing front end loaders. Two on the Turner Turnpike (one at the Luther Interchange and one at the OKC Gate Area), one at the Muskogee Turnpike at the Muskogee & Creek Interchange. The contractor is to provide all necessary, material, labor, and equipment. The specifications and drawings are attached in this **INVITATION TO BID (ITB)**. Any deviations that do not strictly meet these specifications must be clearly indicated. **THE OKLAHOMA TURNPIKE AUTHORITY RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESE SPECIFICATIONS.** Award will be made to the best product, most responsive bidder.

To be considered “responsible,” vendors must be independent and demonstrate the skills and experience necessary to provide the services and/or products requested in this ITB meeting quality standards as required by the OTA and outlined in the associated specifications. This solicitation is extremely time-sensitive; it is absolutely necessary that the vendor selected be able to provide immediate attention to the task and completion within the guidelines set forth in this ITB. Delivery schedules will be considered in determining award, and offers unable to demonstrate the ability to deliver services and products as required may be rejected. Awards will be made to one vendor.

2 WARRANTY

Proposal must provide warranty for all material and construction. See the specifications on the building.

3 DELIVER DATE & LOCATION

On the pricing sheet provide the delivery and completion dates. The deliver will be FOB, Oklahoma Turnpike Authority, at each specific turnpike location.

4 INSTRUCTIONS AND CONDITIONS FOR SUBMITTING BIDS

In connection with this ITB, interested firms should limit their contact with the OTA by communicating specifically with Mike Cole at (405) 425-3640 regarding this ITB.

Contact with personnel of the OTA other than Mr. Cole regarding this ITB may be grounds for elimination from the selection process.

5 ITB SUBMISSION:

All responses to this ITB must be received and will be closed at **3:00 P.M., Central Standard Time, Friday, October 11, 2013**. Bids will open immediately after the closing time. Bids must be sent to **Oklahoma Turnpike Authority, Attention: Dwight G. Brown, Procurement Officer, 3500 N. Martin Luther King Avenue, Oklahoma City, OK 73111**. Delivery by facsimile will not be accepted. All bids must be sealed. The bid opening is open to the public and will be at the address stated for delivery.

Attach the provided bid notification sticker to the lower left front of your mailing envelope. This bid notification sticker notifies our mail room to not open the envelope, a sealed bid is enclosed.

6 PLEASE SUBMIT THE INFORMATION IN THE FOLLOWING ORDER:

6.1 Complete the *Pricing Sheet Provided* including unit prices as well as extended totals, applicable, and Federal Employer Identification Number (FEIN).

If you wish not to submit a bid at this time but would like to remain on our vendor's list, please return the *Pricing Sheet* marked "No Bid".

6.2 Complete the *Specifications Sheet* indicating whether the minimum requirements are met.

6.3 Each vendor must sign the statement noting any exceptions to the specifications.

6.4 On a separate sheet, or sheets, provide the following:

6.5 State the name of the vendor submitting the bid, the primary address, telephone and telefax numbers, the name and title of the person who will serve as key contact person for the vendor with respect to this ITB, and the name of the person submitting the bid as an authorized representative of the vendor.

6.6 Provide at least three (3) references supplied under similar contracts within the past year. Consideration may be given to information received from these references, as well as to prior experience with the Oklahoma Turnpike Authority in relation to product quality, service, and the vendor's ability to meet delivery schedules.

7 TENTATIVE AWARD DATE: October 24, 2013

The OTA states a tentative award date. This is not a binding date since there are many unforeseen circumstances that may delay the awarding of the contract. The OTA will strive to meet the tentative award date. All vendors that submit a bid will be notified of the outcome.

8 LENGTH OF CONTRACT:

This will be a one time contract.

9 AWARDS AND APPEALS PROCESS:

9.1 The contents of the response to the ITB of the successful firm shall become a contractual obligation if procurement ensues. In the event of any conflict in the terms and/or conditions of this ITB and any subsequent contract resulting from this ITB, then the terms and conditions of this ITB shall take precedence. Failure to accept these obligations in a contractual agreement would result in cancellation of the award.

9.2 Evaluation Criteria:

9.3 A designated committee will review all responses with staff assistance as needed. Their findings may be submitted to the OTA for consideration and/or award. This evaluation will be based upon the following categories:

9.3.1 Start and completion dates;

9.3.2 The ability of the firm to respond quickly to the OTA's requests;

9.3.3 Cost;

9.3.4 All information requested on the pricing sheet may be utilized in the evaluation of the bid.

9.3.5 References

9.3.6 The review committee will determine the relative importance of each category.

9.4 Appeals Process:

Any vendor that feels it has been unjustly treated may file a written objection within five business days of date of award to Mr. Alan Freeman Director of the Administrative Division. If a vendor is not satisfied with the response they may appeal to Mr. Phil Motley, Deputy Director, at P.O. Box 11357, OKC, OK. 73136-0357.

10 STANDARD TERMS AND CONDITIONS:

10.1 Bid Costs Incurred:

The Oklahoma Turnpike Authority is not liable for any costs, including tolls, incurred by vendors responding to the ITB.

10.2 Proprietary Information:

The vendors are hereby notified that information submitted will be handled in accordance with applicable laws, regulations, and policies of the OTA.

10.3 Anti-Collusion:

The attached “ Non-Collusion Bidding Certificate” must be signed, notarized, and included with the bid.

10.4 Insurance and Indemnification Requirements:

10.4.1 The vendor shall protect, indemnify, save and hold harmless the OTA, its officers, agents, and employees from all suits, actions, or claims of any kind or character brought because of injuries or damages received or sustained by any person, persons, or property on account of any operation of the vendor, its agents, employees, or any others authorized by the vendor to deliver goods or provide training or any other form of work as specified under any contract which may result from responding to this solicitation.

10.4.2 The vendor shall at its own expense procure coverage provided hereunder from companies authorized to do business in the State of Oklahoma prior to executing a contract. Before issuance of a purchase order, the vendor shall furnish to the OTA certificates of insurance as required herein showing that it has complied with this section.

10.4.3 In the event any of the work performed by the firm is sublet or assigned, or is otherwise to be performed by anyone other than the vendor’s own employees (such as delivery), then the insurance specified in this section shall extend to cover such work.

10.5 Types and minimum limits of insurance required:

10.5.1 Comprehensive General Liability Insurance shall be carried for a combined Amount of not less than one million (\$1,000,000) of coverage for all damages arising out of bodily harm, death, and property damage for each occurrence.

10.5.2 Worker's Compensation and Employer's Liability Insurance shall be carried to cover the Offerer's liability under the Worker's Compensation Law of the State of Oklahoma (when applicable.)

10.5.3 Automobile Liability of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

11 PUBLIC AVAILABILITY to ITB RECORDS:

Copies of the Invitations to Quote will be available for public inspection, under supervision of the Purchasing Department in the Administrative Division from 7:30 A.M. to 4:30 P.M. Monday through Friday at the Oklahoma Turnpike Authority, 3500 Martin Luther King Avenue, Oklahoma City, OK 73111.

12 DEVIATIONS and EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully in the Vendor's Section of the *Specifications Sheet*. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications.

13 OTHER TERMS AND CONDITIONS:

The Authority reserves the right to reject any or all Invitations to Quote or to cancel this solicitation at any time.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION ALONG WITH ADEQUATE SUPPORT (BROCHURES) OF THIS INFORMATION TO PROPERLY EVALUATE YOUR PROPOSAL MAY RESULT IN REJECTION OF YOUR BID.

14 RIGHT TO AUDIT CLAUSE:

14.1 In the event a contractual agreement is created pursuant to this ITB, the contract must contain the following audit clause:

(Firm) shall permit OTA designated personnel the right to examine (firm's) relevant financial and operational records related to this agreement. OTA shall have the right to audit and verify statements submitted by (firm) pursuant to this agreement. (Firm) shall retain these records for a period of three years after the final payment under this agreement or until all pending matters are closed, whichever is later. OTA reserves the right to dispute and receive credit for any costs which an audit may prove to be inappropriate.

15 ALTERNATE BIDS:

15.1 You may wish to submit a quote on a product that is new in design or utilizes a different concept to accomplish the same objective.

If so, please complete the specification section as best as possible. In the Vendor's Statement Section or by attaching additional sheets, if necessary, describe in detail how your proposal differs and the advantages which you feel are obtained.

- 15.2 You may submit more than one item for consideration. If quoting an alternate, this must be shown on the quote and a complete description of the merchandise must be furnished. There must be sufficient documentation on your alternative bid to give an evaluation of the product. If no supporting documentation the alternative will not be evaluated.
- 15.3 The OTA reserves the right to accept or reject alternative bid which ever is in the best interest of the OTA.

16 INVOICES:

- 16.1 The OTA pays all invoices direct. Properly executed invoices are usually paid within 10 business days of delivery to the OTA. Invoices are to be delivered to the Maintenance Division, OTA Headquarters Building at either the P. O. Box 11357, Oklahoma City, Oklahoma 73136-0357 address or to the 3500 N.Martin Luther King Avenue, Oklahoma City, Oklahoma 73111 address.

17 TERMINATION OF CONTRACT:

- 17.1 This contract can be cancelled by either party with a 30 day written notice to the other party (the written notice must be by certified mail with a return receipt requested); or the OTA may immediately cancel this contract when violations are found to be an impediment to the function of the OTA and detrimental to its cause, or when conditions preclude the 30 day notice.
- 17.2 This contract may be reduced, canceled, and/or not renewed, should the OTA believe it is in the best interest of the OTA.
- 17.3 If this contract is terminated, the OTA shall be liable only for payment of services already rendered before the effective date of termination.

18 EMPLOYEE ELIGIBILITY VERIFICATION:

State Statute requires that all firms interested in performing manual labor for state agencies must comply with an employee eligibility verification. The verification form is attached to this bid solicitation. Please complete the form if you comply and return it with your bid. A none returned form will indicate you do not comply.

19 SITE RENTAL TERMS:

- 19.1 There will not be a site rental fee on this contract. However there will be a \$200/day liquidation clause in this contract. See section 21.
- 19.2 Satisfactory completion of the work will be determined by the OTA Inspector.

20 EMPLOYEE ELIGIBILITY VERIFICATION:

State Statute requires that all firms interested in performing manual labor for state agencies must comply with an employee eligibility verification. The verification form is attached to this bid solicitation. Please complete the form if you comply and return it with your bid. A none returned form will indicate you do not comply.

21 LIQUIDATED DAMAGES

20.1 The OTA needs these sheds constructed within 60 days of issuance of a consent order to start work. This allow 20 days per structure.

20.2 The liquidated damages will be a \$200.00 per day for each day over the 60 day allotted time.

20.3 Satisfactory completion of the work will be determined by the OTA Inspector

22 BOND REQUIREMENTS:

22.1 **BID BOND;** there will be a required bid bond in the amount of 5% of your proposal. The bid bond is to accompany your submitted bid proposal. The bid bond may be in the form a of a bond or a cashiers check. The cashiers check or bond must be payable to the Oklahoma Turnpike Authority.

OTHER BONDS; the awarded contractor will be required to provide a performance bond, statutory payment bond, and a defect bond in the amount of at least the amount of their proposal

SCOPE OF WORK

General: The contract in this project is to provide all necessary material, labor and equipment to supply and erect three (3) metal buildings with concrete floors, and overhead doors.

The locations are as follows:

Turner Turnpike, Luther Interchange near mile marker 146 & OKC Gate Area
Muskogee Turnpike, at the Muskogee and Creek Turnpike Interchange, near mile marker 1.7

The building is to be built according to the specifications and drawings provided in this solicitation.

Contractor interested in bidding on this solicitation are encouraged to visit the sites.

Site visits can be arranged through each Maintenance Office.

Turner (Steve Allen) 918-968-3509

Muskogee (Jesse Rigsby) 918-683-4631

Drawings for the desired building are attached to this solicitation see Exhibit "A"

1. DEMINSIONS

1.1 Each building is to be 16 ft wide, 30 ft deep and 12 ft side walls, 10 ft wide overhead door centered in the front.

2. MATERIAL

2.1 See the Metal Building Systems General Specifications attached.

3. CONCRETE FLOOR

3.1 The floor will be a minimum of 6" concrete slab with 3500 # rating over a properly sanded base. The floor will have a properly placed wire mesh reinforcement of ASTM A185 Standards with a minimum yield point of 70 ksi. The wire reinforcement will be placed 2 1/2" from the top of the slab; the lap of the reinforced wire is to be a minimum of one mesh. All joints must be sealed to prevent water from entering the floor.

4. LOCATION

4.1 The locations of the structure will be determined by each Maintenance Superintendent.

4.2 The elevation will be leveled by the OTA +/- 2"

4.3 The location is dirt or millings

4.4 The OTA will provide electricity to the location for construction purposes

4.5 Utilities will be marked by the OTA

5. WORK HOURS

- 5.1 Construction can be done 7 days a week. The awarded contractor is to make arrangements with each turnpike maintenance office.
- 6. WARRANTY
 - 6.1 See warranty requirements in the Metal Building Systems General Specifications
 - 6.2 Construction warranty. Provide your companies warranty for workmanship.
- 7. SITE RENTAL
 - 7.1 No Site rental, but liquidation damages. See Section 19.
- 8. OTA CONTACTS FOR QUESTIONS
 - 8.1 The OTA contact for questions on the construction of this project is Mike Cole, Mike 405-425-3640.
 - 8.2 Question on the bid documents are to be directed to Dwight Brown, Procurement Officer 405-425-7441.
 - 8.3 Question pertaining to the site are to be directed to Steve Allen, Superintendent of the Turner Maintenance. 918-968-3509. Jesse Rigsby, Superintendent of the Muskogee Maintenance. 918-683-4631
- 9. PAYMENT
 - 9.1 The OTA pays all invoices direct. Properly executed invoices are usually paid within 10 business days of receipt of invoice to the OTA HQ Building.
 - 9.2 Invoice are to be sent to the Director of Maintenance, Oklahoma Turnpike Authority, 3500 N. Martin Luther King Ave., OKC. OK. 73111
 - 9.3 Partial payment can be made. Payment for material cost, upon delivery to each site, provided a material list is submitted with the delivery invoice.
 - 9.4 Final payment for each structure will be upon completion and final inspection on each structure.
- 9 CONSTRUCTION SCHEDULE/SEQUENCE
 - 9.1 All building can be build simultaneously or one at a time.
- 10. PRICING SHEET
 - 10.1 Pricing is to be a lump sum by location and grand total
 - 10.2 Price for all material, labor, building, etc
 - 10.3 Labor cost to be separate from bldg, equipment & materials
 - 10.4 Total (by turnpike, & grand total)
 - 10.5 Start date
 - 10.6 Completion date

COMPLIANCE:

Bidder shall furnish a statement in writing on the bid or by attached letter and in the Vendors Statement below if his proposal strictly meets these specifications. If not, he shall list each variation therefrom.

VENDORS STATEMENT: (BID PROPOSED COMPLIES:) YES: ____ NO: ____

COMPANY: _____ DATE: _____

SIGNATURE: _____ PHONE: _____

ADDRESS: _____

MANDATORY PRICING SHEET	
OKLAHOMA TURNPIKE AUTHORITY Purchasing Department 3500 Martin Luther King Avenue Oklahoma City, Oklahoma 73111 Ph: 405-425-7441 Fx: 405-425-7420	Bid: # 2013-018 Opening: Oct 11, 2013 Opening Time: 3:00 PM
THIS IS NOT AN INVOICE	

Firm Making Quotation _____
 Address _____
 Federal EIN _____
 Contact Person _____
 Telephone/Fax #s _____

#	Description	COST	Ext Cost
	Turner (Luther): equipment, material, bldg	_____	
	Luther Labor	_____	
	Total		_____
	Turner (OKC Gate): equipment, material, bldg	_____	
	OKC Gate Labor	_____	
	Total		_____
	Muskogee: equipment, material, bldg	_____	
	Muskogee Labor	_____	
	Total		_____
	GRAND TOTAL all bldgs		_____
	Start Date: _____ Completion Date _____		
	_____ Print authorized representative name		
	_____ Signature of authorized representative		

OKLAHOMA TURNPIKE AUTHORITY

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this ___ day of ___, 2013 between the Oklahoma Turnpike Authority (hereinafter called the "Authority"), and _____ (hereinafter called the "Contractor").

WITNESSETH: That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials and labor and to complete all work as specified on the Metal Buildings ITB #2013-018 consisting of:

Providing and erecting metal buildings at the Turner Turnpike in Oklahoma County, and the Muskogee Turnpike in Wagoner County, Oklahoma

as detailed in the specifications and Special Provisions at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately _____ in accordance with (i) the plans and specifications on file at the principal office of the Authority in Oklahoma City, Oklahoma, designated as ITB # 2013-018, (ii) the Oklahoma Turnpike Authority 2010 Standard Specifications for Turnpike Construction, (to the extent permitted by law), (iii) the proposal filed with the Authority, all of which are hereby incorporated herein by this reference and made a part of this Contract as though set forth in full herein, and (iv) the Special Provisions attached hereto and made a part hereof, under the direct supervision and to the entire satisfaction of the Authority.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the Authority agrees to pay for the work at the prices stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the specifications.

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer, and to complete the work within the required timetables as set forth by the Engineer or his appointed representative.

It is further agreed that the Contractor shall execute and file good and sufficient performance and statutory bonds with the Authority in form and with surety to be approved by the Authority.

IN WITNESS WHEREOF, the Chairman of the Authority, pursuant to an award of contract made by or under the direction of the Authority and pursuant to authority vested in him by the Authority, has hereunder subscribed his name, and the seal of the Authority has been affixed thereto, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Oklahoma City, Oklahoma, the day and year first above set forth.

**OKLAHOMA TURNPIKE
AUTHORITY**

By _____

SAIC
Director

By _____
Consulting Engineer

By _____
Director of Maintenance

APPROVED AS TO FORM

CONTRACTOR:

By _____
OTA Attorney

Company

ATTEST:

Secretary of the Corporation

By _____
(An Individual) (Vice-President)
(A Member of the Firm)

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of _____)

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or Vice-President of said Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this ____ day of _____, 20 ____.

Notary Public

My Commission Expires:

DEFECT BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office address and telephone number are:
Street/P. O. Box _____
City, State, Zip Code _____
Telephone: (_____)_____, as Principal, and

_____, a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is
Street/P. O. Box _____
City, State, Zip Code _____

as Surety, are held and firmly bound unto the Oklahoma Turnpike Authority, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the Oklahoma Turnpike Authority dated _____, 20____, for the construction or performance of:

PROJECT NO.: ITB 2013-018 COUNTIES: Oklahoma & Wagoner

TURNPIKE: Turner and Muskogee Turnpikes LENGTH: NA

DESCRIPTION: Metal Buildings

LOCATION: Turner and Muskogee Turnpikes

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the Oklahoma Turnpike Authority and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and timely remedy or correct all defective workmanship and materials appearing in the Project within one year from and after its acceptance by the Oklahoma Turnpike Authority, and if the Principal shall pay or cause to be

paid all those entities who furnish labor and material to correct or remedy such defects and shall otherwise hold harmless and indemnify the Oklahoma Turnpike Authority for all costs it might incur in remedying said defects, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety agrees that no quantity overruns, changes in the work or alterations in the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and that no deviations in the plan or mode of procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ day of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

PERFORMANCE BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (____)_____ as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____,

City, State, Zip Code _____,

as Surety, are held and firmly bound unto the Oklahoma Turnpike Authority, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the Oklahoma Turnpike Authority dated _____, 20____, for the construction or performance of:

PROJECT NO.: ITB 2013-018 **COUNTIES:** Oklahoma & Wagoner

TURNPIKE: Turner and Muskogee Turnpikes **LENGTH:** NA

DESCRIPTION: Metal Buildings

LOCATION: Turner and Muskogee Turnpikes

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the Oklahoma Turnpike Authority and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the Oklahoma Turnpike Authority to be in default and the Principal's right to proceed with the Project work is terminated by the Oklahoma Turnpike Authority or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the Oklahoma Turnpike Authority acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The Oklahoma Turnpike Authority may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the Oklahoma Turnpike Authority arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the Oklahoma Turnpike Authority may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ day of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (_____) _____, as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the Oklahoma Turnpike Authority, in the penal sum of not less than

_____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the Oklahoma Turnpike Authority dated _____, 20____, for the construction or performance of:

PROJECT NO.: ITB 2013-018 **COUNTIES:** Oklahoma & Wagoner

TURNPIKE: Turner and Muskogee Turnpikes

DESCRIPTION: Metal Buildings

LOCATION: Turner & Muskogee Turnpikes

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the Oklahoma Turnpike Authority and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the Oklahoma Turnpike Authority arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL
By: _____
Individual/Proprietor/
Partner/Authorized Officer

SPB-2
SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

**EXHIBIT
“A”
DRAWINGS &
METAL BUILDING
SPECIFICATIONS
FOLLOW THIS PAGE**