#### WILDLIFE CONSERVATION COMMISSION

Bruce Mabrey Bill Brewster CHAIRMAN MEMBER

Robert S. Hughes II John D. Groendyke

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Leigh Gaddis

SECRETARY

James V. Barwick

MEMBER

John D. Groendyke MEMBER Rick Holder

MEMBER
John P. Zelbst
MEMBER



#### **Bid Solicitation Cover Page**

Date: April 09, 2020

#### Solicitation Information

Solicitation Number: 036A

Project Name: Bail Out Well, Tsunami Tool, &

Apply Chemical to Well

Project Address: Cimarron Playa
Project City: Cimarron County, OK

Project Zip Code: (5 Miles West of Boise City, OK)

Bids Due (Date): May 4, 2020 Bids Due (Time) 3:00 PM

#### **Agency Contact Information**

Agency Name: Oklahoma Department of Wildlife

Contact Name: Adriana Bustamante

Mailing Address: PO Box 53465

Delivery Address: 1801 N Lincoln Blvd.
Contact City: Oklahoma City, Oklahoma

Contact Zip Code 73105

Contact Phone: 405.522.5762 Contact Fax: 405.521.6898

Contact Email: adriana.bustamante@odwc.ok.gov

The Oklahoma Department of Wildlife Conservation is inviting written bids for all labor and materials described by this solicitation.

Bids will be accepted until the Date and Time specified above. Late Bids will not be accepted.

Method of Responding to this Solicitation: Bids will be accepted by mail, fax, email or hand delivered to the Agency Contact specified above.

The requirements of the proposed contract for construction are described within this Solicitation, and the Solicitation will become a part of any resultant Contract. Bidder will perform work in compliance with all applicable codes, standards, ordinances and laws. The issuance of this Solicitation does not guarantee that the State of Oklahoma will enter into a contract and the State reserves the right to reject any and all bids.

In preparing your bid, please review the attached documents and comply with instructions given:

- Bid Form: Submit your Bid using the form provided.
- Statutory Bid Affidavit: Complete this affidavit and return with your Bid.
- Agreement Between Owner and Contractor: This is the contract that will be used.
- Invoice Affidavit for Construction: After contract award, this document must be submitted with the Contractor's Invoice for Payment
- Scope of Work (SOW): Description and Requirements of the proposed construction contract.

Bidder may contact the Agency Contact listed above to arrange for a site visit.

If the Bidder has any questions about this Solicitation, please contact the Agency Contact listed above.

This Solicitation and any resulting Contract for Construction is in accordance with 61 O.S. §101- 138, and specifically 61 O.S. §103(B) regarding projects under the statutory amount mandated therein. Any resultant contract will be awarded by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.

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John D. Groendyke MEMBER

Rick Holder MEMBER John P. Zelbst MEMBER J. KEVIN STITT, GOVERNOR
J.D. STRONG, DIRECTOR

DEPARTMENT OF WILDLIFE CONSERVATION

P.O. Box 53465 Oklahoma City, OK 73152

(405) 521-3851

	Bid Form	1	
_			
10	<ul> <li>Oklahoma Department of Wildlife Conservation From: Accounting PO Box 53465 Oklahoma City, Oklahoma 73152</li> </ul>	Firm Name	-
	•	Address	
	Attn: Adriana Bustamante		
	RE: Solicitation Number 036A	City/State/Zip	
		Telephone No.	FEI No.
		Email Address:	
1.	The undersigned, being familiar with the local conditions affecting to accordance with the provisions thereof, hereby proposes to furnish herein.		
2.	By submitting a bid for services, the bidder certifies that they, a §1313 and participate in the Status Verification System. The Status but is not limited to the free Employment Verification Program (E-V	s Verification System	is defined in 25 O.S. §1312 and includes
3.	The bidder also certifies that they are in compliance with the State February 6, 2012 and effective July 1, 2012, that the use of any to leased or contracted for use by the State of Oklahoma, including the contracted for use by agencies or instrumentalities of the State of Oklahoma.	bacco product shall be out not limited to all bu	prohibited on any and all properties owned
4.	In submitting the bid, it is agreed that this bid may not be withdraw is to start within ten (10) days after receipt of WORK ORDER or as		
5.	If awarded a contract, we propose to complete this work within	_60 calendar d	ays from the date of receipt of Work Order.
6.	Bid Proposal: Lump Sum		
			Dollars
\$	(Num	bers)	
		Signature	

Name/Title

Date



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

# **Bid Affidavits**

170					
In accordance with 61 O.S. § 108 and § 115, a sw	vorn statement sha	all accompany any co	mpetitive bid submitted	for a public construction contra	ct.
STATE OF	) ) ss	Project Name:	BAIL OUT WELL, TO WE	TSUNAMI TOOL, & APPLY	
COUNTY OF		CAP Project No.:			
NON-COLLUSION STATEMENT					
<b>A.</b> For the purposes of a competitive b construction contract, the undersigned, being certifies that			er the bidder nor a or control has been a	nyone subject to the bido a party:	a'ret
I am the duly authorized agent of		of com		bidders in restraint of freedent to bid at a fixed price of	
the bidder submitting the competitive bid wh this statement, for the purpose of cer pertaining to the existence of collusion and	tifying the fact nong bidders an	ts to qua d as to a	ntity, quality or price	ny state official or employed in the prospective contrac ch prospective contract, nor	t, or
between bidders and state officials or emplorance facts pertaining to the giving or offering of a government personnel in return for special the letting of any contract pursuant to the statement is attached;	things of value t l consideration i	io <b>c.</b> in in official	concerning exchang	tween bidders and any s ge of money or other thing ion in the letting of a contra	g of
2. I am fully aware of the facts and surrounding the making of the bid to which attached and have been personally and ditthe proceedings leading to the submission of	this statement i rectly involved i	es or not, not is contractor's in agreed to p	either the contractors direction or control bay, give or donate to klahoma any money indirectly, in procur	tract, whether competitively r nor anyone subject to has paid, given or donate o any officer or employee of or other thing of value, ei ing the contract to which	the d or f the ither
BUSINESS RELATIONSHIPS STATEMENT					
A. I further certify that the nature of any parti- within one (1) year prior to the date of this					stea
(If none, so state; use additional sheet if necessary.)  B. That any such business relationship presbetween any officer or director of the bidd party to the project is:					
(If none, so state; use additional sheet if necessary.)  C. And that the names of all persons having companies or firms are:	ng any such bu	isiness relationship	s and the positions	they hold with their respec	ctive
(If none of the business relationships herein above m	entioned exist, then	a statement to that effect	. Use additional sheet if ne	cessary.)	
If awarded a contract, the bidder affirms that invoices submitted for payment will reflect a tru				ntract requirements and tha	at all
(Bidder Signature)	_ Subscribed a	nd sworn to before	me this d	ay of,20	)
	_		(Signature of notarial c	officer)	
(Bidder Printed Name)			My Commission E	xpires:	
(Bidder Printed Title)	_	(Seal)	My Commis	sion #:	



# **Standard Form of Agreement Between Owner and Contractor**

Minor Projects under the Statutory Amount or No Design Consultant

Thi	s document has important l	legal consequences.	Consultation with an attorney is encouraged with respect to its completion.			
AG	REEMENT made as of the	day of	in the year <b>20</b> .			
ВІ	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 106 Oklahoma City, OK 73105					
_	n behalf of sing Agency:	[Name]				
Ar	nd the Contractor:	[Name] [Address]				
Fo	or the Project:	Solicitation No: CAP Project No: Project Name: Project Location:	[CAP Proj#] [CAP Proj Name]			
The	Owner and Contractor ago	ree as follows:				
AR	TICLE 1. THE CONTRAC	T DOCUMENTS				
Red the	quirements, Provisions, Sc rein, included as an attach	cope of Work, Plans nment. The Contract	eement and the Solicitation, as referenced, inclusive of any stated Conditions, Specifications, Addenda and the Contractor's Bid Form as may be contained represents the entire and integrated agreement between the parties hereto and greements, either written or oral.			
AR	TICLE 2. THE WORK OF	THIS CONTRACT				
	The Contractor shall fully Contract Documents to be		escribed in the Contract Documents, except to the extent specifically indicated in others.			
AR	TICLE 3. CONTRACT SU	M AND PAYMENTS				
	arate Purchase Order issu		Il be the date of the Work Order issued by the Owner and affixed to the State's cost of the Work. The Contract Time shall be measured from the date of Work			
Pro	The Contractor shall achi ijects] days from the date itract Time as provided in t	e of commencement	n of the entire Work not later than <b>[Insert Number Of Days or "N/A" for 1+ FY</b> , or as follows: <b>[Insert "N/A" or FY year info]</b> , subject to adjustments of this nts.			
	If provided for in the Solid litional annual renewal peri		as-needed maintenance or trade services, the Contract Time may be extended for the Agreement.			
AR	TICLE 4. CONTRACT SUI		alid 4.1 contractual clause)			
	<b>4.1</b> This Contract is for a firm fixed price in the amount of <b>[Insert Amount in Words]</b> Dollars (\$ <b>[Insert Amount in Numbers]</b> , 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.					
			may or may not purchase the quantities stated in the Solicitation. Work authorized rates stated on the Contractor's Bid Form. Invoices will be accepted for payment			

monthly for the Work completed in the previous month.

- **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 <a href="https://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>.
- **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:

Purchase Order [Select]

This Agreement entered into as of the day an	d year writterr above.		
STATE OF OKLAHOMA Office of Management and Enterprise Service Division of Capital Assets Management	es	[NAME]	
(Owner Signature)	(Date Signed)	(Contractor Signature)	(Date Signed)
Mickerl Jones Director Construction and Properties Department		(Printed Name and Title)	
		(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
- **6.** n/a

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

# **Non-Collusion Affidavit**

The statement below n	nust be signed and	notarized before this	contract will beco	me effective	_	
STATE OF	) ) ss	Project Name:				
COUNTY OF	)	CAP Project #:				
			, of lawful age	e, being first o	duly sworn, on o	oath
states, (S)he is the duly authorized agent of	f				,	the
Company under the contract which is attach	ed to this statem	ent, for the purpos	se of certifying	the facts perta	ining to the givin	g of
things of value to government personnel in ord	der to produre sai	d Contract				
timings of value to government percentiles in or	dor to produit out	d Contidot,				
(S)he is fully aware of the facts and circumst has been personally and directly involved in the					ment is attached	and
Neither the Company nor anyone subject to t donate to any office or employee of the State the Contract to which this statement is attached	of Oklahoma any					
(Company Printed Name)	-					
	Subscribed and	sworn to before me	e this	day of	.20	)
(Authorized Representative Signature)				uay or	,,	
			(Signature of not	arial officer)		
(Authorized Representative Printed Name)						
			My Commission	n Expires:		
(Authorized Representative Printed Title)	_	(Seal)	My Commission	on #:		



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

### **Invoice Affidavit for Construction**

(For Minor Projects under the Statutory Amount or No Design Consultant)

	Progress Payment			Date of Progress Invoice:	
	Final Payment			Date of Final Invoice:	
ST	ATE OF	) ) ss	Project Name:	BAIL OUT WELL, TSUNAMI TOOL, & A CHEMICAL TO WELL	PPLY
СО	UNTY OF		CAP Project No.:		
СО	NTRACTOR OR SUPPLIER – COMPLETE	THIS SECTIO	N (Choose Approp	oriate Option)	
	Option 1: Contract Award is Less than \$50,0	000 and Affida	vit Provided in lieu	of Statutory Bonds	
	Affidavit: The undersigned Contractor or Sibelief, the Work or Materials covered by this the Contract Documents, that all amounts in Invoices for Payment, if any, were issued now due. In accordance with 61O.S., § 1.0 that any of the contents of the affidavit are for the significant of the signific	s Invoice for F nave been paid and payments (C), the Contra	Payment has been of by the Contractor received from the actor acknowledges	completed or materials delivered in accord or Supplier for Work or Materials for which Owner, and that current payment showr to that the execution of this affidavit with the	dance with h previous n herein is knowledge
	Option 2: Contract Award is Greater than \$5	50,000 and Sta	atutory Bonds have	been provided	
	Certification: The undersigned Contractor of the Work or Materials covered by this Invo Contract Documents, that all amounts hav Invoices for Payment, if any, were issued now due.	oice for Payme e been paid b	ent has been comp by the Contractor o	leted or materials delivered in accordanc r Supplier for Work or Materials for which	e with the n previous
(Coi	mpany Printed Name)		(Autho	rized Representative Printed Name)	
(Aut	horized Representative Printed Title)		(Autho	rized Representative Signature)	
	OTARIZE ONLY IF OPTION 1 ABOVE IS CH	IECKED)	(Adino	nzeu Kepresentative Signature)	
	Subscribed and	d sworn to (or a	affirmed) before me	onday of	, 20
				(Signature of notarial officer)	
				My Commission Expires:	
		(Seal)		My Commission #:	
		. (0			
CE	RTIFICATION OF SUPERVISORY OFFICIA	L (Owner	s Representative)		
Sup has	accordance with the Contract Documents, b pervisory Official certifies to the Owner that a progressed as indicated, the quality of the v rment of the Amount Certified. Attach Copy o	to the best of Work is in acc	the Supervisory O ordance with the C	fficial's knowledge, information and belief	the Work
(Us	ing Agency Name)		(Auth	prized Representative Signature)	
(Re	presentative Printed Name)	(Re	presentative Title)	(Date)	

If this Affidavit is for Final Payment, forward one copy with final Invoice to DCAM/CAP to close out project.

#### **SCOPE OF WORK**

Bail Out Well, Run Tsunami Tool & Apply Chemical to Well Cimarron Playa, Cimarron County, Oklahoma

#### 1. GENERAL REQUIREMENTS

The proposed contract is for all labor, materials, and equipment needed to bail out, run a Tsunami tool down well to clear perforations and apply chemical to the well.

The following pump and equipment will be installed on the well: Shakti pumpQF30-11 with 15HP and 15HP6" Shakti motor or equivalent, 13 joints of 2" x 21' steel pipe T & C, 500' roll of #10 Subwire, NEMA size 2 pump panel with fuses, well plate, gate valve, clearview, and all other fittings to complete top and labor to install pump.

Cimarron Playa is located in Cimarron County, Oklahoma, Section 1, T3N, R4ECM. This location is roughly five (5) miles west of Boise City, Oklahoma.

The contract will be issued by the Oklahoma Department of Central Services, Construction and Properties Division (DCS/CAP). The Contractor shall not begin work until the contract is in place and written notice to proceed has been issued by DCS/CAP.

Bids are invited as stated on the solicitation cover sheet and must be returned by the date and time specified. Late bids will not be considered. All bids must be accompanied by the Affidavit, attached.

Insurance: the successful bidder will be required to provide certificates of insurance for general liability, vehicles and worker compensation in the amounts specified in the contract (attached) immediately upon notification that they are the successful bidder. A contract will not be issued without the required proof of insurance.

Terms and conditions: As stated in the contract.

Change Orders: Changes in the work shall not be undertaken without prior written authorization. Field personnel are not authorized to modify the scope of work in any way or to issue change orders to this contract. Contractor shall submit a written request for a proposed change, the reason for the proposed change and the increase or decrease in price and time required as a result of the change. Cumulative changes that exceed the original contract price by more than 15% are prohibited by Oklahoma law.

Invoicing and Project Communication: All work-execution related communications must go through the Agency Representative. Project invoices, including the attached Form G109, Affidavit for Payment, shall be sent to the Agency Representative at the following address and attention:

Weston Storer, Wildlife Biologist Rt. 1, Box 96 Forgan, OK 73938 (806) 339-5175 weston.storer@odwc.ok.gov Basis of Contract: The proposed contract will be a firm, fixed price award. The determination of the Lowest Responsible Bidder will be made based on the lowest lump-sum price, along with proposed time to complete the work. Failure to submit a complete bid, inclusive of affidavits and requested information, may disqualify the bidder. The Owner reserves the right to make any inquiries to insure that the lowest bidder is actually able to complete the work in a satisfactory manner.

#### 2. EXECUTION

Scheduling: Provide Agency Representative with proposed work schedule prior to beginning work.

Travel: Supplier will not be compensated for travel to and from site.

Project Clean-Up: At the completion of the project, remove all project related debris, materials and equipment from staging, storage, and work areas. Repair any ruts lift in sod areas.

Closeout: At completion of the work, conduct final inspection with Agency Representative. Complete any corrective work as directed. Provide manufacturer's written warranty documents to Agency Representative.

\*\*\*End of Scope of Work\*\*\*