



# Purchase Order

Dispatch via Print

## Wildlife Conservation

OK DEPARTMENT OF WILDLIFE CONSERVATION  
ACCOUNTING DEPARTMENT  
PO BOX 53465  
OKLAHOMA CITY OK 73152

**Supplier:** 0000294373  
MONTGOMERY & STONE LLC  
PO BOX 609  
OKEMAH OK 74859-0609

Purchase Order	Date	Revision	Page
3209007183	04/25/2018		1
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Amber Thomas (580)	405/521-2112	USD	
<b>Ship To:</b> OK DEPARTMENT OF WILDLIFE CONSERVATION SEE BELOW . OK 73105			

**Bill To:** OK DEPARTMENT OF WILDLIFE CONSERVATION  
1801 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054998

**Tax Exempt?** Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	72101500 / 1000017737	1.0000	JA	24,920.0000	24,920.00	04/25/2018
MAINT:CAP- Below Statutory Amt, Simple Award, Maintenance Contract						

The proposed contract is for a rental of approximately 280 hours of Dozer with operator. The dozer must have the following minimum requirements: 30,000 pounds (lbs) operating weight, 140 horsepower (HP), and a working hour meter.

Work will consist of fire break construction through mainly post oak/black jack oak timber. Work will also include removal of brush encroaching on crop fields, parking areas and roads.

Project work will take place on the Heyburn Wildlife Management Area (WMA), located between Highways 33, 48 and 66, North of Bristow, Oklahoma in Creek County. Further directions will be given to the winning bidder. All work will be done as directed by the ODWC area Biologist.



**Total PO Amount**

24,920.00

### COMMENTS:

PROJECTS UNDER STATUTORY AMOUNT

AWARD OF CONSTRUCTION CONTRACT PURSUANT TO O.S. 61 § 103.B. FOR PROJECTS UNDER THE STATUTORY AMOUNT.

CAP Project No.: 18224

Oklahoma Department of Wildlife Conservation

AGY REQ: 3200001295/ Dozer Heyburn WMA

AGY POC: Matthew Mattioda 918-629-4625 Matt.Mattioda@odwc.ok.gov

Vendor POC: Richard Stone: 918-623-6169 Montgomeryandstonedozer@gmail.com

CAP POC: Amber Thomas 405-521-4844 Amber.Thomas@omes.ok.gov

CAP Project Name: Dozer work with operator - Heyburn WMA North of Bristow in Creek County OK

Division: Wildlife (11)

Area: 041

Federal Aid #F17AF00685

**Authorized Signature**

Mickerl Jones

Digitally signed by Mickerl Jones  
Date: 2018.04.25 13:20:17 -05'00'



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 10th day of April in the year 2018.

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: **Oklahoma Department of Wildlife Conservation**

And the Contractor: **Montgomery & Stone LLC  
PO Box 609  
Okemah Ok 74859**

For the Project: Solicitation No: **067P**  
CAP Project No: **18224**  
Project Name: **Dozer Work**  
Project Location: **Heyburn WMA: North of Bristow in Creek County**

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 30 Calendar days from the date of commencement, or as follows: N/A, 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 Twenty Four Thousand Nine Hundred Twenty Dollars (\$ 24,920.00). 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.

5.10 JURISDICTION: 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](http://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:

Purchase Order  
Notice to Proceed/Work Order  
G109

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

Mickerl Jones Digitally signed by Mickerl Jones  
Date: 2018.04.25 13:21:14 -05'00'  
(Owner Signature) (Date Signed)

Mickerl Jones  
Director  
Construction and Properties Department

MONTGOMERY & Stone LLC

Richard L. Stone 4/12/18  
(Contractor Signature) (Date Signed)  
Richard L. Stone managing member  
(Printed Name and Title)  
36 4604110  
(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 must be signed and notarized before this contract will become effective

STATE OF OKlahoma )  
 ) ss  
COUNTY OF OKfuskee )

Project Name: Dozer Work - Heyburn WMA

CAP Project #: 18224

Richard L. Stone, of lawful age, being first duly sworn, on oath states, (S)he is the duly authorized agent of Montgomery & Stone LLC., the Company under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;

(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract: and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or donate to any office 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.

Montgomery & Stone LLC.  
(Company Printed Name)

Richard L. Stone  
(Authorized Representative Signature)

Richard L. Stone  
(Authorized Representative Printed Name)

Managing Member  
(Authorized Representative Printed Title)

Subscribed and sworn to before me this

13th day of April, 2018



Janie Montgomery  
(Signature of notarial officer)

My Commission Expires: 5-24-21

My Commission #: 01008803