



# Purchase Order

Dispatch via Print

## Wildlife Conservation

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

<b>Purchase Order</b> 3209007246	<b>Date</b> 06/07/2018	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> 0 Days	<b>Freight Terms</b> Free on board at Destination		<b>Ship Via</b> Common
<b>Buyer</b> Amber Thomas (580)	<b>Phone</b> 405/521-2112		<b>Currency</b> USD

**Ship To:** OK DEPARTMENT OF WILDLIFE CONSERVATION  
SEE BELOW  
. OK 73105

**Supplier:** 0000076567  
J & S DOZER AND EXCAVATION  
1822 ELM GROVE RD  
MUSKOGEE OK 74403-6506

**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	MAINT:CAP- Below Statutory Amt, Simple Award, Maintenance Contract	1.0000	JA	9,900.0000	9,900.00	06/07/2018
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The proposed contract is for all of the following:

- Approximately 20 hours use of a Trackhoe w/ operator. The Trackhoe must have the following minimum requirements: 27,000 pounds (lbs) operating weight, 90 horsepower (HP), arm length of 9' (feet) 11" (inches) reach of 28' (feet) 3" (inches), bucket and triple semi-grouser tracks
- Approximately 40 hours use of a Tractor with Operator. The Tractor must have the following minimum requirements: 95 horsepower (HP), equipped with front wheel drive, 15' (foot) brush hog, 10' (foot) disc, and a 500 gallon/40' (foot) spray boom sprayer
- Approximately 40 hours use of a Backhoe with Operator. The Backhoe must have the following minimum requirements: Four-wheel drive, 84 horsepower (HP) and equipped with rippers
- Approximately 40 hours use of a Dump Truck with Operator. The Dump Truck must have the following minimum requirements: 10 wheeler, hauling capacity of minimum 15 tons, and equipped with chains on the tailgate for spreading gravel.

Work to include the following:

- Earthen dike repair,
- Placing of rip-rap rock
- Ditch digging
- Replacing tin horns
- Removal of dead and fallen timber
- Removal of drift wood
- Building, expanding and cleaning up fire guards
- Clearing timber
- Clearing fence rows
- Discing
- Brush removal from roadways
- Spraying Wetland
- Cleaning out waterways
- Pump Station maintenance
- Puring additional concrete

Project work will place at various locations on multiple wildlife management areas (WMA's) across Muskogee and Wagoner counties in Oklahoma. Hour meters on equipment will be read on site at the beginning and upon completion of actual work to determine payable hours. All work will be done as directed by area biologist.

**Total PO Amount**

9,900.00

COMMENTS:  
CAP Project No: 18290

Authorized Signature



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Oklahoma Department Of Wildlife Conservation

AGY REQ: 3200001305 / Main Muck/ Wag WMAs

AGY POC: Mike Plunkett 918-625-3910 mike.plunkett@odwc.ok.gov

Vendor POC: T. Speck Plunkett 918-687-5108 JSCO1822@yahoo.com

CAP POC: Amber Thomas 405-52-4844 Amber.Thomas@omes.ok.gov

CAP Project Name: Dozer work - Muskogee & Wagoner County WMA

Division: Wildlife (11)  
Area: 047  
Federal Aid #:F17AF00822

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



\_\_\_\_\_  
**Authorized Signature**



**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.

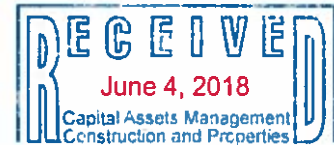
AGREEMENT made as of the 31<sup>st</sup> day of May in the year 2018.

**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: **J & S Dozer  
1822 Elm Grove Road  
Muskogee Ok 74403**

For the Project: Solicitation No: **077P**  
CAP Project No: **18290**  
Project Name: **WMA Maintenance Work**  
Project Location: **Muskogee & Wagoner Counties**



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 16 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 Nine Thousand Nine Hundred Dollars (\$ 9,900.00), 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**

- 5.9.1.1 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

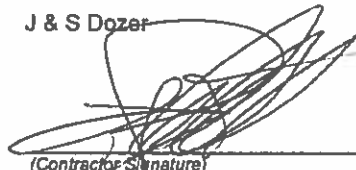
This Agreement entered into as of the day and year written above.

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

J & S Dozer

\_\_\_\_\_  
(Owner Signature) (Date Signed)

Mickert Jones  
Director  
Construction and Properties Department



\_\_\_\_\_  
(Contractor Signature) (Date Signed)

T. Speck Plunkett Pres/owner  
(Printed Name and Title)

73-1577710  
(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 Muskogee )

Project Name: WMA Maintenance Work Muskogee & Wagoner Counties  
CAP Project #: 18290

\_\_\_\_\_, of lawful age, being first duly sworn, on oath states,  
(S)he is the duly authorized agent of JSCO Inc. dba J+S Dozer, 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.



JSCO Inc. dba J+S Dozer  
(Company Printed Name)

[Signature]  
(Authorized Representative Signature)

Subscribed and sworn to before me this 4 day of June, 2018

t. s Peck Plunkett  
(Authorized Representative Printed Name)

[Signature]  
(Signature of notarial officer)

Pres/owner  
(Authorized Representative Printed Title)

My Commission Expires: Sept 29, 2019  
My Commission #: 11008930

