

**The City of Moore
Moore, Oklahoma**



BID #2020-001

Construction Services

S. Janeway Street Replacement



City of Moore

Office of City Clerk, Purchasing Division

301 N. Broadway Avenue, Suite 142

Moore, Oklahoma 73160

CITY OF MOORE
BID #2020-001

NOTICE IS HEREBY GIVEN that the City of Moore will receive sealed bids in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for CONSTRUCTION SERVICES FOR S. JANEWAY STREET REPLACEMENT. Bids will not be accepted after 1:30 p.m., CST, Monday, August 10, 2020.

The City of Moore ("City") is seeking sealed bids for construction services for S. Janeway Street replacement.

There will be a Mandatory Pre-Bid Meeting held at 2:00 p.m., Monday, July 27, 2020, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.

Bidders shall submit one (1) "Original", one (1) hard copy, and one (1) electronic copy (USB flash drive), addressed to the Office of the City Clerk, Purchasing Division. Bids must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"BID 2020-001"
"CONSTRUCTION SERVICES FOR S. JANEWAY STREET REPLACEMENT"

Late bids will not be accepted under any circumstances. Any bid received after the scheduled time for closing will be returned to the bidding firm unopened. Sole responsibility rests with the bidding firm to see that their bid is received on time.

Copies of bid documents may be obtained from the Purchasing Agent located at 301 N. Broadway, Moore, Oklahoma, 73160, phone number (405) 793-5022, 8:00 am to 5:00 pm, local time, Monday through Friday or online at <https://www.cityofmoore.com/government/city-bids-1>.

The City of Moore/Moore Public Works Authority reserves the right to reject any and all responses; waive irregularities and formalities in any proposal submitted. If submitted bids do not include all requested and required documents, they will be rejected for noncompliance with bid requirements.

The City of Moore is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent
(405) 793-5022



SOLICITATION OVERVIEW

The City of Moore is soliciting Sealed Bids for:

TITLE: S. Janeway Street Replacement, Project #I-21-W-URG
BID Number: 2020-001
Due Date: 1 : 3 0 p.m., Monday, August 10, 2020
Location: City of Moore, Purchasing Division
301 N. Broadway Ave. Suite 142
Moore, OK 73160

Mandatory Pre-Bid Meeting:

Date: July 27, 2020
Time: 2:00 p.m.
Location: City Council Chambers
Moore City Hall
301 N. Broadway
Moore, OK 73160

Public Opening of Bids:

There will be a public opening of proposals in the City Council Chambers following the submission due time/date, August 10, 2020 at 2:00pm. Interested parties are invited to attend.

Submit written questions to: cdbg-dr@cityofmoore.com

Questions may be submitted through 5:00 p.m., July 30, 2020.

- Questions shall be submitted in writing to the email address above. Verbal questions are permitted, however, they must still be submitted in writing to the email address provided.
- Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

I. Overview

A. INVITATION FOR BIDS

The City of Moore (“City”) is seeking sealed bids for construction services for the street reconstruction of S. Janeway Avenue from SW 17th Street to SW 10th Street and Dreessen Drive from SW 12th Street South by approximately 150 feet in Moore, Oklahoma, Cleveland County. The reconstruction of S. Janeway Road will follow the “S. Janeway Ave. Improvements” Plan, completed by Meshek & Associates Engineering (Exhibit A).

B. PROJECT FUNDING

Firms should note that all construction activities will be funded through Community Development Block Grant Disaster Recovery (“CDBG-DR”) grants. Accordingly, the construction contract will include specific federal grant requirements for completion and payment.

C. FEDERAL REQUIREMENTS

All responding firms must meet all Federal requirements for the duration of the contract and must meet record retention requirements for a three year period after contract closeout. (Exhibit I & J)

D. STATE REQUIREMENTS

All responding firms must meet all State of Oklahoma requirements for the duration of the contract.

E. CITY REQUIREMENTS

The contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor’s operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. Upon award contractor shall supply the following documents:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred thousand dollars (\$100,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Proof of Workers’ Compensation Insurance - as required by the State of Oklahoma General Liability Insurance as required by the State of Oklahoma Governmental Tort Claims Act, (51 O.S., S 151 – 167).

BONDS

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

Bid Bond

Bidders will include with the return bid form, the non-collusion affidavit that has been properly executed, and a bid bond.

Performance Bond - A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the specifications. Upon award of the bid, bond shall be submitted to the City of Moore.

Statutory Bond - A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact amount guaranteeing payment in full for all materials and labor used in the construction of the work. Upon award of the bid, bond shall be submitted to the City of Moore.

The insurance policies shall be issued by a company approved by the City of Moore. The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. Certificates of Insurance shall be delivered to the City of Moore prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

G. PROJECT SCHEDULE

- A. Project implementation will occur immediately upon contract signing and the issuance of a Notice to Proceed.
- B. Firms will be paid based on completion of all required tasks and clearance by the City and the appropriate agencies.

F. ELIGIBILITY

The Sealed Invitation for Bids is open to all properly insured firms. Firms may utilize a team or partner approach, which includes multiple firms. The City encourages Women owned, Minority owned, Section 3, and historically underutilized businesses to apply or to partner with applying firm.

G. BID DEADLINE

Bidders shall submit one (1) "Original", one (1) hard copy, and one (1) electronic copy (USB flash drive). The proposal must be sealed and clearly marked as **Bid #2020-001 S. Janeway Street Replacement** and delivered to:

City of Moore Purchasing Department
301 N. Broadway Ave. Suite 142
Moore, OK 73160

No later than **1:30pm on August 10, 2020**. Proposals received after the submittal deadline shall be considered void and unacceptable and shall be returned unopened to the respondent. Public Opening will be at 2:00pm on August 10, 2020.

Barbara Furgiani, Purchasing Agent, 405-793-5022

II. Scope of Work

The City of Moore proposes street reconstruction of S. Janeway Avenue from SW 17th Street to SW 10th Street and Dreessen Drive from SW 12th street south by approximately 150 feet in Moore, Oklahoma, Cleveland County. The work consists of the reconstruction of Janeway Avenue and the construction of Dreessen Drive. The reconstruction of Janeway will consist of the removal of current roadway, curb, and gutter and the construction of a new roadway, curb, and gutter. The reconstruction will be South Janeway Avenue from SW 17th Street to SW 10th Street, including Janeway Circle. The construction of Dreesen Drive will consist of the installation of the roadway, curb, and gutter. The section of Dreessen Drive to be constructed is approximately 150 feet just south of SW 12th Street.

III. Submittal Requirements

- Proof of Insurance and Bonds
- W-9
- DUNS Number
- **Exhibit C** Non-Collusion Affidavit
- **Exhibit D** Certification Regarding Lobbying
- **Exhibit E** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- **Exhibit F** MOB/WOB/Section 3 Business (if Applicable)
- **Exhibit G** Janeway Bid Form
- **Exhibit H** Conflict of Interest Certification
- **Exhibit J** Historically Underutilized Business Certification (if Applicable)

IV. Evaluation and Selection

SELECTION AND AWARD PROCESS

Special Condition: Sealed Bid in accordance with the Federal procurement requirements contained in 2 CFR 200.320(c)

2 CFR 200.320(c) Methods of procurement to be followed.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business;
- and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient

response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

V. Miscellaneous

The City of Moore reserves the right to make an award from proposals as submitted and without oral presentations or discussions, therefore, bidders are encouraged to make their most advantageous and competitive offer in their original proposal

This Bid is a solicitation and not an offer to contract. The City of Moore reserves the right to terminate, modify, abandon or suspend the process; reject any or all submittals; modify the terms and conditions of this selection process, and/or waive informalities in any submission.

A. ADDITIONAL INFORMATION

All questions regarding the Bid notice must be submitted in writing with the subject "BID #2020-001 Questions" to cdbg-dr@cityofmoore.com, no later than 5:00 pm (CST) on July 30, 2020. The questions will be answered by City Staff and posted on the City's website no later than 5:00 pm (CST) on August 3, 2020. A Mandatory Pre-Bid Meeting will be held to explain the project in further detail on July 27, 2020 at 2:00 pm (CST) in the Moore City Council Chambers, Moore City Hall, 301 N. Broadway, Moore, OK 73160.

If it becomes necessary to add or to amend any part of this proposal notice of the revision will be given to all prospective consultants who are on record as having been sent this proposal or otherwise receiving it. All addenda shall become a part of the bid. Receipt of addenda must be acknowledged by each consultant, and the failure to acknowledge any addendum shall not relieve the consultant of complying with the terms thereof. All addenda responses must be received by the bid due date.

B. CANCELLATION OF BID; REJECTION OF OFFERS; WAIVERS OF TECHNICALITIES

The City of Moore reserves the right to cancel this Bid, to reject any and all offers received, accept any part, all or none of the Bid, or to waive minor irregularities in offers when it appears to be in

the best interest of the City of Moore.

The City of Moore reserves the right to accept or reject any and all bids, to make a partial award, or to make multiple vendor awards. The acceptance or rejection of any or all bids and the making of an award will be at the sole discretion of the City of Moore. The City of Moore reserves the right to request additional information.

VI. Estimated Timetable for Proposals

The following is a detailed schedule of events for the Bid process, which is subject to modification by the City:

- **July 8,2020:** Advertise BID
- **July 15, 2020:** Advertise BID
- **July 27,2020:** Mandatory Pre-Bid Meeting at 2:00pm
- **July 30,2020:** Questions due to the City
- **August 3,2020:** Responses to submitted questions posted online
- **August 10, 2020:** BID responses due to the City 1:30pm, Opening @ 2:00pm
- **August 13-26, 2020:** Notify vendor of Committee's selection/Contract Negotiation
- **September 7, 2020:** City Council meeting
- **September 8,2020:** Contract execution / pre-construction meeting & notice to proceed

LIST OF EXHIBITS

- Exhibit A Meshek & Associates Engineering Plans titled "S. Janeway Ave. Improvements"
- Exhibit B Contract Provisions
- Exhibit C Non-Collusion Affidavit
- Exhibit D Certification Regarding Lobbying
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Exhibit F MOB/WOB/Section 3 Business
- Exhibit G Janeway Bid Form
- Exhibit H Conflict of Interest Certification
- Exhibit I Federal Labor Standards Provisions: Language for Construction Bidding & Wage Decision Number
- Exhibit J Certification as a Historically Underutilized Business

Laws and Regulations

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14U.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April19, 2013
- (h) HUD Federal Register Notice at78 FR 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix II

Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this

contract. Contractor's failure to comply shall constitute a material breach of this contract.
Reference: (49 CFR Part 18)

Assignability

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the contractors from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Access to Records

The Contractor agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

Record Retention Requirements

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

Remedies for Noncompliance

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction in Cleveland County, Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such

action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

Termination

(a) The Contract may be terminated in whole or in part as follows:

(1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;

(2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination The City shall be entitled to all contractor work up to the date of termination; (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Contractor upon sending the City of Moore or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities,

may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

Copyrights

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor or Sub-contractor purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department,

agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

Reference: Executive Orders 12549 and 12689; 2 CFR 180.220; 2 CFR 200 Appendix II

Environmental Requirements

Clean Air

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

Clean Water

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

Environmental Conditions Discovered During Construction

1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;

2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.

3) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared

References: 24 CFR Part 58.47

Section 504 and Americans with Disabilities Act

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks, pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

References: 36 CFR Part 1190 Minimum Guidelines and Requirements for Accessible Design

Compliance with the Copeland “Anti-Kickback” Act

1.) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

1.) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Compliance with the Davis-Bacon Act

1.) The contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

2.) The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

3.) There may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

Wage Determination:

General Decision Number OK20200029 dated January 3, 2020 to be followed for this project.

References: (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

1.) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$25 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

2.) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that

the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

3.) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

4.) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

References: (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5)

Patent rights

1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

Subcontracts:

5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS.
STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of _____
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Exhibit D: Byrd Amendment Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	
Printed Name	
Position	
Date	

Exhibit F:

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, _____ certify that _____ is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, _____ certify that _____ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	

S. Janeway Ave. Street Replacement

EXHIBIT G

Pay Item #	Description	Unit	Quantity	Price per Unit	Total for Line item
1	CLEARING AND GRUBBING	LSUM	1.00		-
2	Unclassified Excavation	CY	925.00		-
3	TYPE A-SALVAGED TOPSOIL	CY	158.00		-
4	TEMPORARY SILT FENCE	LF	1,700.00		-
5	TEMPORARY SILT DIKE	LF	30.00		-
6	SOLID SLAB SODDING	SY	1,134.00		-
7	AGGREGATE BASE TYPE 'A'	CY	52.00		-
8	SUBGRADE, METHOD B	SY	5,541.00		-
9	TACK COAT	GAL	416.00		-
10	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	877.00		-
11	DOWEL JOINTED P.C.C. PAVEMENT (PLACEMENT)	SY	4,371.00		-
12	P.C. CONCRETE FOR PAVEMENT	CY	702.00		-
13	COMBINED CURB & GUTTER (6" BARRIER)	LF	2,692.00		-
14	6" CONCRETE DRIVEWAY (H.E.S.)	SY	222.00		-
15	RECESSED CURB INLET (RCI 0698)	EA.	2.00		-
16	24" R.C.PIPE CLASS III	LF	16.00		-
17	REMOVAL OF CONCRETE PAVEMENT	SY	4,372.00		-
18	REMOVAL OF CURB AND GUTTER	LF	2,692.00		-
19	REMOVAL OF DRAINAGE INLETS	EA.	2.00		-
20	REMOVAL OF CONCRETE DRIVEWAY	SY	222.00		-
21	MOBILIZATION	LSUM	1.00		-
22	CONSTRUCTION STAKING, LEVEL II	LSUM	1.00		-
23	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00		-
	Total Bid				-

Exhibit H: Conflict of Interest Certification

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Moore in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

"General Decision Number: OK20200022 01/03/2020

Superseded General Decision Number: OK20190022

State: Oklahoma

Construction Type: Highway

Counties: Canadian, Cleveland, Grady, Lincoln, Logan and McClain Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

* SUOK2011-009 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 17.37	
CARPENTER (Includes Form Work)...	\$ 13.32	
CEMENT MASON/CONCRETE FINISHER		
Canadian.....	\$ 12.44	
Cleveland.....	\$ 12.55	
Grady, Lincoln, Logan.....	\$ 12.47	

McClain.....	\$ 11.93
IRONWORKER, REINFORCING.....	\$ 13.63
IRONWORKER, STRUCTURAL.....	\$ 14.21
LABORER	
Asphalt Raker and Shoveler..	\$ 11.31
Common or General	
Canadian County.....	\$ 10.05
Cleveland County.....	\$ 10.62
Grady and Logan Counties...	\$ 10.55
Lincoln County.....	\$ 10.17
McClain County.....	\$ 10.37
Landscape.....	\$ 9.63
Pipelayer.....	\$ 12.50
Power Tool Operator	
(Includes Chipping Guns	
and Handheld Concrete Saws)..	\$ 12.89
Traffic Control (Includes	
Flagger, Setting Up and	
Moving Cones/Barrels).....	\$ 11.12
POWER EQUIPMENT OPERATOR:	
Asphalt Paver Screed.....	\$ 12.44
Asphalt Paving Machine	
Canadian County.....	\$ 13.32
Cleveland County.....	\$ 14.57
McClain County.....	\$ 14.04
Remaining Counties.....	\$ 14.08
Asphalt Plant.....	\$ 14.70
Backhoe/Trackhoe	
Cleveland County.....	\$ 12.91
Remaining Counties.....	\$ 13.64
Bobcat/Skid Loader.....	\$ 12.71
Broom.....	\$ 11.97
Bulldozer	
McClain County.....	\$ 13.36
Remaining Counties.....	\$ 14.24
Concrete Paving Machine.....	\$ 13.61
Concrete Saw	
Cleveland County.....	\$ 11.64
Remaining Counties.....	\$ 11.70
Crane.....	\$ 16.99
Distributor Truck.....	\$ 13.81
Excavator.....	\$ 15.10
Grader/Blade	
Canadian County.....	\$ 12.00
Cleveland County.....	\$ 14.46
Remaining Counties.....	\$ 14.98
Loader (Front End)	
Cleveland County.....	\$ 12.76
Remaining Counties.....	\$ 12.85
Mechanic.....	\$ 15.60
Milling Machine.....	\$ 14.93
Mixer.....	\$ 14.43
Oiler.....	\$ 14.06
Roller (Asphalt)	
Canadian County.....	\$ 11.67
Cleveland County.....	\$ 12.86
McClain County.....	\$ 12.94
Remaining Counties.....	\$ 12.73
Roller (Dirt Compaction)....	\$ 12.27
Scraper	
Canadian County.....	\$ 12.00

Cleveland County.....\$ 13.06
 Remaining Counties.....\$ 13.19
 Striping Machine.....\$ 12.56
 Tractor/Box Blade.....\$ 16.50
 Trencher.....\$ 13.63

TRUCK DRIVER

Dump Truck
 Cleveland County.....\$ 12.32
 Remaining Counties.....\$ 12.88
 Flatbed Truck.....\$ 14.69
 Lowboy/Float.....\$ 13.90
 Off the Road Truck.....\$ 13.75
 Pickup Truck.....\$ 12.48
 Tandem Axle/Semi Trailer
 Canadian County.....\$ 12.00
 Cleveland County.....\$ 12.37
 Remaining Counties.....\$ 13.72
 Water Truck.....\$ 12.00

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Exhibit J:

Instructions: If the Respondent is a certified Historically Underutilized Business (HUB) than the Respondent completes Form J.1. If the Respondent intends to utilize a HUB business in the performance of the proposed contract, the respondent completes Form J.2

J.1: CERTIFICATION AS A HISTORICALLY UNDERUTILIZED BUSINESS

I, _____ certify that _____ is a Historically Underutilized Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

J.2: STATEMENT OF INTENT OF HUB UTILIZATION

I, _____ certify that _____ will utilize Historically Underutilized Business' (HUB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the HUB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____

Description of Work	HUB Amount	Name of HUB

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	