

CONTRACT



BETWEEN THE CITY OF MOORE, OKLAHOMA AND DOWNEY CONTRACTING, LLC FOR LITTLE RIVER PARK DRAINAGE IMPROVEMENTS

Preamble

This Contract is entered into between the City of Moore, Oklahoma (“the City”), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Downey Contracting, LLC with principal offices at 3217 NE 63rd S., Oklahoma City, OK 73121.

WHEREAS, the City requires the services of Downey Contracting, LLC (“the Contractor”) to complete the Little River Park Drainage Improvements, Project #I-15-W-URG, not to exceed \$9,849,243.75;

WHEREAS, the Contractor has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party’s contract;

Section 1: Term and Termination

- 1) The term of the contract shall be from April 17, 2018 through project completion;
- 2) 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) By the City of Moore for cause;
 - (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 to the City of Moore 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 the City of Moore or HUD determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-award will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the Federal award in its entirety.

(c) 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)
- 3) The Contract may be amended as provided for in Section 8: Modification or Amendment

Section 2: Scope of Services

The work will consist of the construction of improvements to the channel and drainage system include reconstruction of the channel, to include a retaining wall, construction of a new dam and

spillway, and reconstruction/relocation of existing detention ponds within an existing municipal park.

This project will be federally funded by the U.S. Department of Housing and Urban Development (HUD) and will adhere to federal regulations. The Contractor will provide all necessary construction crews with adequate staffing to complete assigned projects. All equipment shall be provided to complete the assigned construction project or construction task. This equipment shall all be in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local or mobile field office, and office equipment.

All work and materials will comply with the current version of the City of Oklahoma City Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as "standard specifications") and the City of Oklahoma City Construction Standard Details (hereafter referred to as "standard details"). When these standard specifications and standard details do not address certain construction tasks or certain required construction materials, then the Oklahoma Department of Transportation Standard Specifications for Highway Construction will govern.

GENERAL CONSTRUCTION NOTES:

The contractor shall be responsible for notifying all utility companies and governmental agencies who might have utility lines on or about the premises, or who might be affected by the construction. The contractor shall also coordinate their activities with the utility companies to ensure compliance with the project schedule. The contractor shall make every effort to protect existing utility lines, and shall repair any damages at their own expense.

All construction and materials shall be in accordance with the 2009 Oklahoma Department of Transportation standard specifications for highway construction and the current City of Moore's standard specifications and standard details and standard drawings.

The contractor shall comply with all federal, state and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed action on as his own responsibility or as the engineer may determine reasonably necessary to protect property in connection with the performance of work covered by the contract.

Pay items shall be as specified on the City of Moore or ODOT standard drawings except as modified by the contract.

The locations of the utilities are shown according to all available information. The contractor shall notify each utility owner prior to commencement of work to verify both horizontal and vertical locations. The following is a list of utility owners; AT&T, Oklahoma Electric Cooperative (OEC), Oklahoma Natural Gas (ONG), OG&E, and the City of Moore.

The contractor shall give the Notification Center Of Oklahoma One-Call System, INC. Notice of any excavation no sooner than ten days nor later than 48 hours, excluding Saturdays, Sundays and legal holidays, prior to the commencement of work. Phone 1-811-522-6543.

The contractor shall take reasonable precautions to prevent excess moisture from inclement weather or other sources from entering any street excavation. If excess moisture does enter the excavation through the negligence of the contractor and the adjoining pavement is adversely effected by the excess moisture, the contractor shall replace the adjoining pavement and subbase at his sole expense.

The contractor shall preserve the integrity of the existing structures within the project extents.

The contractor shall work in cooperation with the City of Moore to establish, install, maintain, and operate complete, adequate, and safe traffic controls during the entire construction period. All flagmen, barricades, and traffic control devices shall be approved by the field engineering representative.

Construction signage will be installed in a manner approved by the engineer, in accordance with chapter VI of the manual on uniform traffic control devices, current addition, and applicable ODOT

standard drawings. The contractor shall provide a proposed traffic control plan for approval by the engineer prior to beginning work.

The contractor shall notify the City of Moore, 405-793-5070, a minimum of 48 hours prior to commencing work or prior to removing traffic signs.

All broken concrete, waste material, and other debris shall become the property of the contractor, shall be removed from the limits of the project and disposed of in a manner approved by the engineer. No additional payment will be made for the disposal of this material.

All excavated material not required in the project as fill, shall become the property of the contractor and shall be disposed of by the contractor in a manner acceptable to the engineer without cost to the city. The contractor will be required to obtain an earth change permit if any material is stored on the project site and/or disposed of within the city limits.

All trees, brush and other debris that might interfere with the flow of water is to be cleaned out to the right-of-way line in a manner approved by the engineer. All cost to be included in the price bid for other items of work. Trees outside the fill slopes and the top of cut slopes shall not be disturbed except with the written approval of the engineer.

Where materials are transported in the prosecution of work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or as prescribed by any federal, state or local law or regulation.

Any damage to the roadway pavement, curb, driveways or sidewalk caused by the contractor's operation shall be repaired to the engineer's satisfaction and shall be accomplished at the contractor's sole expense. All disturbed items shall be repaired to match existing materials and patterning.

Contractor shall be responsible for all necessary quality control testing to ensure that project requirements are met. The testing lab shall be submitted for approval.

Masonry structures shall not be constructed within the street right-of-way.

All concrete curb and gutters shall be monolithic pours. Doweled-on curbs will not be allowed.

No lifting holes will be allowed on any reinforced concrete pipes or reinforced concrete boxes.

Reflectorized sheeting on signs and barricades shall be of a cubic prismatic type and shall meet the specifications established for ASTM D 4956-01 type IX retroreflective sheeting. Reflectorized sheeting on drums and tube channelizers shall be of a high-intensity type and shall meet the specifications established for ASTM D 4956-01 type III retroreflective sheeting.

The contractor shall replace any section corners or other permanent right of way markers removed or disturbed as a result of the construction of this project. Replacement of section corners or any other monuments shall be performed by a licensed land surveyor authorized to perform work in the State of Oklahoma.

The contractor shall be responsible for the control and maintenance of the stormwater drainage. Stormwater ponding on the construction site that is the result of construction will not be allowed.

Straw or hay bales as stormwater best management practices are no longer allowed on construction projects.

The contractor must call 1-800-458-4251 immediately if a natural gas pipeline is cut, damaged, or otherwise disturbed.

Prior to final acceptance, all exposed curb surfaces shall be cleaned of all discoloration such as asphalt stain, tire marks, or other disfigurement.

All trench widths & bedding materials shall be as shown on ODOT standard pipe installation detail, standard spi-4-0. Specified trench widths shall be maintained full depth from the flowline to the grading template. The contractor shall keep the open trench drained.

As-builts:

The contractor shall keep on site a current set of the approved construction working drawings at all times. The contractor shall mark (in red ink) all approved changes incurred following public works department approval of the initial drawings. These changes may be initiated from field

conditions or changes made by the design engineer or the public works engineer. Except for minor field adjustments, all changes shall be reviewed and agreed to by the design engineer and the public works engineer prior to final approval of the project. The contractor shall submit the working drawings to the engineer of record (design engineer) after final inspection of project to serve as a basis for development of final as-built record drawings.

ROADWAY & DRAINAGE

All costs for removing trees, shrubs, stumps, posts, and all other debris and/or obstructions not covered by a separate pay item are included in the price bid.

Includes compaction of base to 98% AASHTO STD. Proctor. Cost shall include 12% cement kiln dust, subgrade processing and compaction, final grading.

Construction staking shall include surveying and the furnishing, placing, and maintaining of the construction layout stakes necessary for the proper completion and inspection of the entire project.

Waste material to become the property of the contractor and shall be removed from the site in a manner approved by the engineer.

Contractor shall repair any irrigation systems damaged or requiring relocation during the construction of this project to the satisfaction of the property owner. Cost shall be included in the price bid.

Erosion protection shall be placed around drainage inlets as required to prevent entrance of erosion material. Erosion protection shall be placed as necessary to prevent erosion wash to adjacent property. All erosion protection installed must be maintained by the contractor for the duration of the project. Erosion protection shall be removed at the end of the project as directed by the engineer, cost to be included in the price bid. The price includes the cost of sediment removal per the stormwater management plan.

The pay item for solid slab sodding includes quantities for placement and compaction of suitable backfill and sod at existing grass areas which may be damaged during construction of curbs, sidewalks, driveways, and other miscellaneous items. The quantities are based on utilizing a 3 foot

wide strip in these areas. The sod shall be of like kind to the existing sod. The contractor will be responsible for the repair or replacement of damage to existing grass that exceeds these limits.

Cost of watering and fertilizing shall be included. Fertilizers shall be 10-20-10 and shall be applied at the rate of 1.5 lbs. per 10 sq. yds. Fertilizer shall be applied per section 230.04h of ODOT standard specifications. Watering shall be applied as necessary until vegetation is established or until the work is accepted as complete.

All saw cutting and removal shall be included in the cost of the item to be adjusted, removed, repaired, or replaced.

All excess excavation is to be removed from job site and to become property of the contractor.

This item shall include the cost of new manhole frame and cover per City of Moore standards.

The contractor shall be paid for unclassified excavation on the basis of plan quantity. Any additional excavation required or overrun of plan quantity will be paid for on the basis of unit price bid for the item. Contractor shall be responsible for providing adequate survey to verify any additional quantities.

Additional depth in a manhole shall be measured from 6 ft. as measured from the top of rim to the lowest flowline.

All existing drainage structures shall be cleaned and cleared of all sedimentation and debris to the right of way. Cost of clearing shall be included in the price bid.

Standard bedding material to be type A aggregate base compacted to 95% standard proctor density. Aggregate base in the roadway shall be 98% modified proctor.

Unclassified excavation includes removal of aggregate base and subgrade under existing pavement to be repaired.

CLSM, low strength concrete shall be used as backfill around all inlets, junction boxes, and manholes in paving.

Contractor shall notify the city prior to installation of sod.

WATERLINE

Existing service connections are to be kept in service until connections to new main are made. All service line reconnections shall be made by the contractor. Service reconnections shall be installed as per City of Moore standard specifications and standard details.

City crews only are to operate all valves. Contractor shall notify City of Moore.

Contractor shall provide at least 48 hour notice to all residents or businesses affected before turning off any water. Contractor shall be responsible for placing door hangers on affected homes and businesses.

Local and through traffic shall be maintained through project at all times. Open cut street crossings require an approved traffic control plan with traffic control devices in accordance with current MUTCD requirements.

Buried bolts, harness lugs, and couplings shall be given two coats of Kopper's Bitumastic 300-m (dry mil thickness of 16 mils) or equal. Cost to be included in unit price bid for pipe and fittings.

Contractor to excavate all utility crossings ahead of pipe laying so that the grades can be adjusted on the proposed water main to avoid utility conflicts. Failure to do so shall not entitle the contractor to claim extra compensation for adjustments to the proposed water main. Cost for excavating utility crossings shall be included in unit price bid for pipe.

Contractor shall insure all poles which are affected by trenching conditions are braced by owners. Payment shall be included in "clearing and restoring". No additional payment shall be made.

All hydrants, valves and other fittings from abandoned water mains shall be salvaged and delivered to the City of Moore, 405-793-5070. Payment to be made under "removal of fire hydrant". No additional payment shall be made.

Contractor shall repair any irrigation systems, roof drains, and fencing damaged in the zone of construction during the course of construction to satisfaction of the property owner. Payment shall be included in "clearing and restoring". No additional payment shall be made.

Cost of any temporary livestock fencing and poles shall be included in cost of "clearing and restoring". No additional payment shall be made.

All costs for components necessary to restrain joints for pipe and fittings designated restrained joint ("RJ") shall be included in unit price bid for pipe or fittings.

Ductile iron pipe restrained joint systems: US Pipe Trflex, Griffin Snaplok, Mcwane Thrustlock, American Flexring, Ebaa Megalug, Smith-Blair Camlock, Clow Tufgrip or equal shall be used on this project. Should RJ pipe be specified through uncased bores, only US Pipe Trflex, Griffin Snaplok, Mcwane Thrustlock, or American Flexring is to be used. Locking gaskets not permitted.

All cut ends and where salvaged fittings have been removed from abandoned water lines left in place, shall be plugged with 24-in of concrete inside the pipe. Cost of concrete plugging to be included in unit price bid for pipe. No additional payment shall be made.

Detectable Mylar marking tape shall be installed over ductile iron pipe. Cost will be included in cost of ductile iron pipe.

All labor, materials, and equipment to connect proposed water mains to existing water mains are included in cost of sleeves. Contractor to excavate all existing water mains ahead of pipe laying so that the grades can be adjusted accordingly. Failure to do so shall not entitle the contractor to claim extra compensation for adjustments to the proposed water main. Cost for excavating existing water mains shall be included in unit price bid for sleeves. No additional payment shall be made.

Contractor is reminded to backfill all trenches excavated across any existing or proposed driving or parking surface with 1½-in type A aggregate base, placed in 8-inch maximum lifts and compacted to 98% modified proctor density. Cost to be included in cost of "trench excavation and backfill". No additional payment shall be made.

Water service connections shall include cost of material, labor and equipment to remove and install saddles, service clamps, corporation stops, bends, 3-part unions, couplings, setters and any other incidentals required for a complete water service connection with exception of meter cans, rims and lids. No additional payment shall be made. Meter cans, lids and rims shall be paid as a separate bid item.

Short service shall be any service line that is 25-feet or less in length. Short services do not include pavement replacement.

Long service shall be any service line that is greater than 25-feet up to 80-feet in length. Long services include pavement replacement and/ or cost to bore.

Short and long service lines exceeding the above parameters will be compensated for linear footage above and beyond. Compensation shall be paid as “service lines, extension”, per linear foot.

Service lines on non-arterials shall be either copper tubing (type K soft annealed conforming to ASTM B 88) or PEX tubing (Uponor aqua PEX 5206 blue conforming to ASTM f876/f877/f2023). PEX tubing is not permitted within arterial right of way.

Top of valve box shall be flush with finished grade.

The contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Limits of disturbance shall not exceed 9-feet centered on the waterline. Any disturbance outside of this area shall be restored at the contractor’s expense. Streets, driveways and associated items shall be paid for under other items of work.

The contractor shall restore all disturbed grass areas to a condition equal to or better than the existing condition. The contractor shall replace the sod to match in-kind and quality. Limits of disturbance shall not exceed 9-feet centered on the waterline. Any disturbance outside of this area shall be restored at the contractor’s expense.

SANITARY

Pay items shall include the cost of all labor and materials required to encase sanitary sewer ductile iron pipe as shown on the plans.

Sewer flushing shall be in accordance with 1107.2 flushing of sanitary sewers.

Pipe connections shall be in strict accordance with restraint / thrust blocks, hydrostatic testing and flushing LS.

Contractor shall also act in accordance to Addendum 1 and 2 of BID #1718-06, located in Appendix F, and The Little River Park Drainage Improvements engineering plans completed by Meshek and Associates, located in Appendix E.

Section 3: General Terms and Conditions

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 (42 U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14A U.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 April 19, 2013
- (h) HUD Federal Register Notice at 78 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

Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

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. 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)

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, and 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 therefor 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 within the State of Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 thereunder, 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) By the City of Moore for cause;

(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.
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#)
- 5) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term

“facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

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.

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. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

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 et seq. 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 Assistant City Manager and Compliance Specialist 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 Assistant City Manager 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

Section 4: Bonds, Insurance & Licenses

Bond Requirements

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest 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.

The City requires the following bonds:

Maintenance Bond:

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract Work Order, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

Performance Bond:

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract Work Order amount guaranteeing execution and completion of the work in accordance with the specifications

Statutory Bond:

A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact Work Order amount guaranteeing payment in full for all materials and labor used in the construction of the work.

Insurance 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. In this connection, the Contractor shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence

Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
Workers' Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

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. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order

License Requirements

The Contractor assumes all responsibility for insuring the Contractor and all sub-contractors maintain all applicable federal, state or local Licenses necessary to perform the work required.

Section 5: Notice to Proceed, Invoices, and Payment

Notice to Proceed

- 1) The Contractor will receive a Notice to Proceed from the City which will describe the scope of services specific to the construction project or task;
- 2) The Notice To Proceed will establish the start date for the project.
 - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor's complete expense and risk.
- 3) The Project number, I-15-W-URG, shall be identified and included in all Invoices.

- 4) A Notice to Proceed will not be issued until the Department of Capital Planning and Resiliency has received insurance and bonds.

Invoices

The City agrees to pay the Contractor for services rendered on the following schedule, terms and conditions:

- 1) The Contractor's sub-contractors are contained in [Appendix B](#)
 - a) The Contractor may amend the sub-contractor list in accordance with [Section 8: Modification or Amendment](#)
- 2) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in [Appendix C](#); and
 - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- 3) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#); and
 - a) To submit Section 3 reports weekly to the Compliance Specialist
- 4) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in [Appendix D](#) at the time of the Invoice;
- 5) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 6) For an Invoice to be considered "properly submitted":
 - a) The Invoice must be identified by Work Order Number, I-15-W-URG, be complete, accurate, have all required documentation; be signed and dated; and
 - b) All Davis-Bacon; Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

Payments

- 1) The City agrees to make full payment of any “properly submitted” invoice within thirty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Contractor

Adjustments to Rate Schedule

- 1) The Unit Prices defined in Appendix A may be adjusted once per year on the contract anniversary date.
- 2) The Contractor will propose rate adjustments to compensate for cost increases in materials, fuel, insurance etc.
 - a. These material adjustments must be documented to the full satisfaction of the City of Moore.
- 3) Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U.S. City Average South West Region C.P.I. for the immediately preceding calendar year;
- 4) If the Contractor and the City of Moore cannot agree on the amount of rate adjustments, the Contractor or the City of Moore may elect to terminate the contract as provided for in [Section 3: Termination](#)
- 5) If the parties elect to terminate the Contract, the Contractor shall be bound to complete any projects currently under construction at the current contract rates or for a term of no longer than 90 days at the discretion of the City of Moore.

Section 6: Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

Section 7: Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 8: Modification or Amendment

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 9: Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

Section 10: Notifications

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:
Capital Planning and Resiliency
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: Day Zimbelman at:


Downey Contracting, LLC

3217 NE 63rd St

Oklahoma City, OK 73121

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below,

The City of Moore:



Glenn Lewis, Mayor

Date: 5/7/18



Linda Stewart, City Clerk



Randy Brink, City Attorney

Downey Contracting, LLC



Brandon Downey, Manager

Date: April 3, 2018



Appendix A

LITTLE RIVER PARK DRAINAGE IMPROVEMENTS PAY ITEMS							
ITEM NUMBER	OKC SPEC	ITEM DESCRIPTION	UNIT	Notes	QUANTITY	UNIT PRICE	AMOUNT
1	109	SWPPP DOCUMENTATION AND MANAGEMENT	LS	6,37	1.00	\$ 4,000.00	\$ 4,000.00
2	200	EARTHWORK	CY	2,4,25,36	174862.16	\$ 12.47	\$ 2,180,531.14
3	213	GRANULAR BACKFILL (#57 CRUSHED STONE CLEAN WASHED)	CY		5204.00	\$ 47.00	\$ 244,588.00
4	217	PRECAST ARCH CULVERT W/ AESTHETICS	EA		1.00	\$ 549,000.00	\$ 549,000.00
5	220	6" #57 CRUSHED STONE LEVELING PAD (WALL)	CY	12	646.11	\$ 57.00	\$ 36,828.27
6	220	8" COMPACTED SUBGRADE (WALL)	SY	2	4045.00	\$ 13.00	\$ 52,585.00
7	225	AGGREGATE BASE (TYPE A)	CY		422.00	\$ 72.00	\$ 30,384.00
8	301	PORTLAND CEMENT CONCRETE PAVEMENT (9" DOWEL JOINTED)	SY	12	1900.64	\$ 52.00	\$ 98,833.34
9	305	CONC. CURB (6" BARRIER-INTEGRAL)	LF	11	1124.42	\$ 8.00	\$ 8,995.36
10	314	BRICK PAVERS (SP)	SF		298.00	\$ 27.00	\$ 8,046.00
11	403	24" CONCRETE END TREATMENT (CLASS A CONC.)	EA		1.00	\$ 1,500.00	\$ 1,500.00
12	451	(SP) 8" CORRUGATED POLYPROPYLENE PIPE	LF		25.26	\$ 42.00	\$ 1,060.92
13	451	(SP) 16" CORRUGATED POLYPROPYLENE PIPE	LF		18.60	\$ 62.00	\$ 1,153.20
14	451	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	LF		5.40	\$ 100.00	\$ 540.00
15	451	(SP) 21" CORRUGATED POLYPROPYLENE PIPE	LF		8.00	\$ 100.00	\$ 800.00
16	451	(SP) 24" CORRUGATED POLYPROPYLENE PIPE	LF		42.00	\$ 125.00	\$ 5,250.00
17	451	(SP) 36" CORRUGATED POLYPROPYLENE PIPE	LF		26.80	\$ 240.00	\$ 6,432.00
18	451	(SP) 48" CORRUGATED POLYPROPYLENE PIPE	LF		15.60	\$ 350.00	\$ 5,460.00
19		6' X 3' C76 CL III RCB, COMPLETE IN PLACE	LF		80.80	\$ 220.00	\$ 17,776.00
20	451	36" C76 CL III RCP, COMPLETE IN PLACE	LF		57.20	\$ 140.00	\$ 8,008.00
21	454	STORM SEWER MANHOLE (5' DIA.)	EA	14,33	11.00	\$ 3,300.00	\$ 36,300.00
22	454	STORM SEWER MANHOLE (6' DIA.)	EA	14,33	3.00	\$ 4,000.00	\$ 12,000.00
23	454	STORM SEWER MANHOLE ADDED DEPTH (5' DIA.)	VF	26	21.34	\$ 160.00	\$ 3,414.40
24		STORM SEWER MANHOLE ADDED DEPTH (6' DIA.)		26	3.63	\$ 270.00	\$ 980.10
25	454	INLET SMD (TYPE 2B)	EA	16	2.00	\$ 3,700.00	\$ 7,400.00
26	459	ADJUST MANHOLE TO GRADE	EA	10	7.00	\$ 2,000.00	\$ 14,000.00
27	505	4" PERFORATED SUBDRAIN PIPE	LF		6723.00	\$ 5.00	\$ 33,615.00
28	611(G)	INLET CI DES. 2 (D)	EA	16	5.00	\$ 8,850.00	\$ 44,250.00
29		ST-95 STORM OUTLET STRUCTURE (COMPLETE)	EA	47	1.00	\$ 2,000.00	\$ 2,000.00
30	735	TRAFFIC STRIPE (PLASTIC) (WHITE) (4" WIDE)	LF	45	356.22	\$ 6.00	\$ 2,137.32
31	735	TRAFFIC STRIPE (PLASTIC) (WHITE) (24" WIDE)	LF	45	80.00	\$ 20.00	\$ 1,600.00
32	735	TRAFFIC STRIPE (PLASTIC) (WHITE) (SYMBOLS)	EA	45	2.00	\$ 500.00	\$ 1,000.00
33	735	PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE)	LF		223.00	\$ 2.00	\$ 446.00
34	735	PAVEMENT MARKING REMOVAL (SYMBOLS)	EA		1.00	\$ 250.00	\$ 250.00
35	801	CONSTRUCTION STAKING, LEVEL II	LSUM	3,28	1.00	\$ 59,800.00	\$ 59,800.00
36	809	FIELD OFFICE	EA	34	1.00	\$ 5,000.00	\$ 5,000.00
37	809	MOBILIZATION	EA		1.00	\$ 230,000.00	\$ 230,000.00
38	810	CLEARING AND RESTORING	LSUM	1,4,5,8,29,30	1.00	\$ 240,000.00	\$ 240,000.00
39	811	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	4,10,30	1.00	\$ 24,000.00	\$ 24,000.00
40	811	REMOVE EXIST. HEADWALL & WINGWALL	EA	4,10	4.00	\$ 5,000.00	\$ 20,000.00
41	812	REMOVAL OF 17TH STREET BRIDGE	LS	4,10,30	1.00	\$ 38,000.00	\$ 38,000.00
42	812	REMOVE SIDEWALK	SY	4,10	3167.00	\$ 6.50	\$ 20,585.50
43	812	REMOVE CURB & GUTTER	LF	4,10	1124.00	\$ 5.50	\$ 6,182.00
44	812	CONCRETE PAVEMENT REMOVAL	SY	4,10	1900.64	\$ 8.00	\$ 15,205.13
45	812	REMOVE DRIVEWAY	SY	4,10	48.20	\$ 45.00	\$ 2,168.85
46	823	SIDEWALK	SY	12	314.00	\$ 67.00	\$ 21,038.00
47	823	6" P.C. CONC. DRIVEWAY (HES)	SY	12	48.20	\$ 98.00	\$ 4,723.27
48	828	4' BLACK VINYL COATED CHAIN LINK FENCE	LF		6067.48	\$ 18.75	\$ 113,765.25
49	830	WHEELCHAIR RAMP (TYPE B)	SY		47.14	\$ 140.00	\$ 6,598.98
50	830	WHEELCHAIR RAMP (TYPE D)	SY		136.29	\$ 140.00	\$ 19,080.91
51	830	TACTILE MARKERS/TRUNCATED DOMES	SF		120.00	\$ 16.00	\$ 1,920.00
52	840	SOLID SLAB SODDING (U-3 BERMUDA)	SY	7,9,49	120286.96	\$ 1.80	\$ 216,516.53
53	900	TEMPORARY SILT FENCE	LF	6	15100.41	\$ 1.40	\$ 21,140.57
54	900	FILTER FABRIC	SY	6	1935.00	\$ 2.75	\$ 5,321.25
55	932	10' WIDE CONCRETE TRAIL (4" THICK)	SY	12	14044.00	\$ 30.00	\$ 421,320.00
56	988	TURF REINFORCEMENT MATS (TRMS)	SY	31	11832.69	\$ 17.00	\$ 201,155.73
57	988	TURF REINFORCEMENT MATS (ARMS)	SY	31	333.33	\$ 25.00	\$ 8,333.33
58	SPECIAL	BOLLARD POST (REMOVABLE RECEIVER W/ LID)	EA	48	4.00	\$ 1,000.00	\$ 4,000.00
59	SPECIAL	36" FLAP GATE	EA		2.00	\$ 6,300.00	\$ 12,600.00
60	SPECIAL	RECON BLOCK CHANNEL WALL (NO AESTHETICS)	SFF		54237.00	\$ 51.75	\$ 2,806,764.75

SANITARY SEWER

1	OKC-212	TRENCH EXCAVATION AND BACKFILL (0' TO 10')	CY	2	82.00	38.00	3,116.00
2	OKC-616A	12" SDR-35 POLY WRAPPED	LF	1,3	93.00	80.00	7,440.00
3	OKC-528	24" STEEL CASING	LF	1	80.00	300.00	24,000.00

WATER LINE

1	OKC-212	TRENCH EXCAVATION AND BACKFILL (0' TO 10')	CY		677.00	10.00	6,770.00
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2	OKC-215	ROCK BACKFILL	CY		622.00	46.00	28,612.00
5	OKC-505	8" PVC PIPE C-900	LF	1,2,7,8,9,10,11	918.00	24.00	22,032.00
8	OKC-505	8" SOLID SLEEVE (RJ)	EA	1,7,8,9,10,11	3.00	200.00	600.00
12	OKC-505	8" x 8" x 6" TEE	EA	1,7,8,9,10,11	1.00	280.00	280.00
13	OKC-505	8" x 8" x 8" TEE	EA	1,7,8,9,10,11	4.00	320.00	1,280.00
14	OKC-505	8" 11.25° BEND (RJ)	EA	1,7,8,9,10,11	9.00	190.00	1,710.00
15	OKC-505	8" 22.5° BEND (RJ)	EA	1,7,8,9,10,11	5.00	190.00	950.00
16	OKC-505	8" 45° BEND (RJ)	EA	1,7,8,9,10,11	10.00	190.00	1,900.00
18	OKC-520	8" GATE VALVE (RJ) AND VALVE BOX	EA	1,7,13	5.00	1,250.00	6,250.00
19	OKC-516	FIRE HYDRANT	EA		2.00	3,000.00	6,000.00
21	OKC-810	CLEARING AND RESTORING	LSUM	3,4,5,6,12,14,15,16	1.00	27,000.00	27,000.00

STRUCTURAL ITEMS

BRIDGE "A"							
	402	DRILLED SHAFTS (18" DIAMETER)	LF		196.00	75.00	14,700.00
	404	STRUCTURAL CONCRETE	CY		11.10	1,600.00	17,760.00
	411	REINFORCING STEEL	LB		850.00	2.00	1,700.00
	SPECIAL	INSTALLATION OF BRIDGE ITEMS	EA		1.00	28,000.00	28,000.00
BRIDGE "B"							
	402	DRILLED SHAFTS (18") DIAMETER	LF		156.00	75.00	11,700.00
	404	STRUCTURAL CONCRETE	CY		6.90	1,600.00	11,040.00
	411	REINFORCING STEEL	LB		740.00	2.00	1,480.00
	SPECIAL	INSTALLATION OF BRIDGE ITEMS	EA		1.00	28,000.00	28,000.00
OUTLET STRUCTURE							
	401	STRUCTURAL EXCAVATION	CY		5260.00	18.00	94,680.00
	404	STRUCTURAL CONCRETE	CY		1041.30	996.00	1,037,134.80
	411	REINFORCING STEEL	LB		83270.00	1.03	85,768.10
	826	PERFORATED UNDERDRAIN PIPE CONDUIT (6")	LF		262.00	55.00	14,410.00
	828	4 FT PEDESTRIAN RAILING	LF		310.00	175.00	54,250.00

TOTAL BASE BID

\$ 9,484,947.00

ADD ALTERNATE 1 - TRAIL EAST OF CHANNEL (CRL_STA: 24+33 - 44+32)			UNIT	Notes	QUANTITY	UNIT PRICE	AMOUNT
1	932	10' WIDE CONCRETE TRAIL (4" THICK)	SY	12	2243.00	36.50	\$ 81,869.50

ADD ALTERNATE 2 - TRAIL INSIDE POND AREA			UNIT	Notes	QUANTITY	UNIT PRICE	AMOUNT
1	932	10' WIDE CONCRETE TRAIL (4" THICK)	SY	12	2618.00	36.50	95,557.00
2	403	42" CONCRETE END TREATMENT (CLASS A CONC.)	EA	47	1.00	5,800.00	5,800.00
3	451	36" C76 CL III RCP, COMPLETE IN PLACE	LF	37	40.00	120.00	4,800.00

ADD ALTERNATE 2 TOTAL

\$ 106,157.00

ADD ALTERNATE 3 - RECON BLOCK CHANNEL WALL W/ AESTHETICS			UNIT	Notes	QUANTITY	UNIT PRICE	AMOUNT
1	SPECIAL	RECON BLOCK W/ WEATHERED EDGE & STAINING	SFF		54237.00	3.25	176,270.25

TOTAL BASE BID WITH ADD ALTERNATES

\$ 9,849,243.75

APPENDIX B: SUB-CONTRACTORS

Ex	Concrete Curb and Gutter - Joe's Construction Company, 301 North Broadway, Moore, Oklahoma 73160 Joe Jones, President (405) 555-1212 office (405) 555-2121 cell joe.jones@JCC.com
1	
2	
3	
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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: OK180029 01/05/2018 OK29

Superseded General Decision Number: OK20170029

State: Oklahoma

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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	01/05/2018

* ENGI0627-015 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 28.65	12.98
Group 2.....	\$ 26.95	12.98
Group 3.....	\$ 26.40	12.98
Group 4.....	\$ 25.65	12.98
Group 5.....	\$ 25.15	12.98
Group 6.....	\$ 24.70	12.98
Group10.....	\$ 21.70	12.98

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 5: BULLDOZER

GROUP 6: ROLLER (ASPHALT AND DIRT)

GROUP 10: OILER

IRON0048-005 06/01/2017

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental).....	\$ 24.00	14.81

SUOK2012-007 05/18/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 12.49	1.23
ELECTRICIAN.....	\$ 22.00	4.76
FORM WORKER.....	\$ 11.77	0.00
LABORER: Common or General.....	\$ 11.81	1.09
LABORER: Pipelayer.....	\$ 11.13	0.00
OPERATOR: Backhoe/Excavator.....	\$ 18.17	6.28
OPERATOR: Drill.....	\$ 17.15	0.78
OPERATOR: Grader/Blade.....	\$ 17.76	3.87
OPERATOR: Loader (Front End)....	\$ 13.51	0.00
OPERATOR: Mechanic.....	\$ 19.61	9.39
OPERATOR: Scraper.....	\$ 16.00	1.55
OPERATOR: Trackhoe.....	\$ 17.50	2.78
TRUCK DRIVER: Dump Truck.....	\$ 16.50	0.74

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

APPENDIX D: MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORTING

MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORT				
CONTRACTOR				
Invoice Date				
		Total Amount of Invoice		\$1,322,956.21
Name of MOB/WOB/Section 3 Business	MOB Amount	WOB Amount	Section 3 Amount	Percent of Invoice
SIGNATURE				
Printed Name and Position				
Date				

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 157942041
Functional Area: Entity Management, Performance Information

ENTITY DOWNEY CONTRACTING, L.L.C.	Status:Active
DUNS: 157942041 +4:	CAGE Code: 1VK83 DoDAAC:
Expiration Date: Dec 1, 2018 Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3217 NE 63RD ST City: OKLAHOMA CITY ZIP Code: 73121-1205	State/Province: OKLAHOMA Country: UNITED STATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

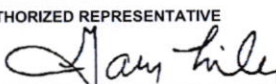
PRODUCER Webb,Young,Webb, Liles & Tolentino PO Box 22127 Oklahoma City, OK 73123 Gary Liles 405-843-9481		CONTACT NAME: Gary Liles PHONE (A/C, No, Ext): 405-843-9481 E-MAIL ADDRESS: gary.liles@wywlt.com FAX (A/C, No):	
INSURED Downey Contracting LLC 3217 NE 63rd Street Oklahoma City, OK 73121		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Co.	NAIC # 25623
		INSURER B: Charter Oak Fire Ins Co.	NAIC # 25615
		INSURER C: Travelers Property Casualty	NAIC # 25674
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO-5K934741-18	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-5K885281-18	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP-5K952992-18	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-5K939005-18	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Fitr			QT-660-5K6896630COF-18	02/01/2018	02/01/2019	Cov Lmt 2,000,000 Deductibl 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Little River Park Drainage Improvement-Bid #1718-06
 General Liab contains Additional Insured as provided by att. form CGD246;
 Auto Liab contained Add'l Insd as provided by att. form CAF135; Umbrella follows underlying in regards to Add'l Insured Status(all must be required by your written contract)

CERTIFICATE HOLDER MOOR004 City of Moore 301 N Broadway Moore, OK 73160-5130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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