

**The City of Moore  
Moore, Oklahoma**



**BID #1617-07**

**Construction Services**

**SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I**



**City of Moore**

**Office of City Clerk, Purchasing Division**

**301 N. Broadway Avenue, Suite 142**

**Moore, Oklahoma 73160**

CITY OF MOORE  
BID #1617-07

NOTICE IS HEREBY GIVEN that the City of Moore will receive sealed bids in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for CONSTRUCTION SERVICES FOR SW 17<sup>TH</sup>/JANEWAY REDEVELOPMENT PRELIMINARY SITE GRADING PHASE I. Bids will not be accepted after 1:00 p.m., CST, Monday, May 1, 2017.

The City of Moore ("City") is seeking sealed bids for construction services for the preliminary site grading for the SW 17<sup>th</sup>/ Janeway Redevelopment.

There will be a Mandatory Pre-Bid Meeting held at 2:00 p.m., Wednesday, April 12, 2017, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.

Bidders shall submit sealed bids, one (1) "Original", nine (9) hard copies, and one (1) electronic copy, addressed to the Office of the City Clerk, Purchasing Division. Bids must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"BID #1617-07"

"CONSTRUCTION SERVICES FOR SW 17<sup>TH</sup>/JANEWAY REDEVELOPMENT PRELIMINARY SITE GRADING PHASE I"

Late bids will not be accepted under any circumstances. Any bid received after the scheduled time for closing will be returned to the bidding firm unopened. Sole responsibility rests with the bidding firm to see that their bid is received on time. If submitted bids do not include all requested and required documents, they will be rejected for noncompliance with bid requirements.

The City of Moore/Moore Public Works Authority reserves the right to reject any and all responses; waive irregularities and formalities in any proposal submitted.

The City of Moore is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent  
(405) 793-5022



## **SOLICITATION OVERVIEW**

### **The City of Moore is soliciting Sealed Bids for:**

**TITLE:** SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I, Project #H-01-W-LMI

**BID Number:** 1617-07

**Due Date:** 1:00 p.m., Monday, May 1, 2017

**Location:** City of Moore, Purchasing Division  
301 N. Broadway Ave. Suite 142  
Moore, OK 73160

### **Mandatory Pre-Bid Meeting:**

**Date:** April 12, 2017

**Time:** 2:00 p.m.

**Location:** City Council Chambers  
Moore City Hall  
301 N. Broadway  
Moore, OK 73160

### **Public Opening of Bids:**

There will be a public opening of proposals in the City Council Chambers following the submission due time/date, May 1, 2017 at 2:00pm. Interested parties are invited to attend.

**Submit written questions to:** [cdbg-dr@cityofmoore.com](mailto:cdbg-dr@cityofmoore.com)

**Questions may be submitted through 5:00 p.m., April 14, 2017.**

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

# I. Overview

## **A. INVITATION FOR BIDS**

The City of Moore (“City”) is seeking sealed bids for construction services for the preliminary site grading for the SW 17<sup>th</sup>/ Janeway Redevelopment. For construction details for the project, see Exhibit A, Construction Plans for the Preliminary Site Grading prepared by Meshek & Associates.

## **B. PROJECT FUNDING**

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

## **C. FEDERAL REQUIREMENTS**

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

## **D. STATE REQUIREMENTS**

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

## **E. CITY REQUIREMENTS**

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

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

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

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

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

## **BONDS**

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be executed by surety companies licensed to do

business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

**Bid Bond**

Bidders will include with the return bid form, the non-collusion affidavit that has been properly executed, and a bid bond, bank check or irrevocable letter of credit for 5% of the bid if bid is over \$50,000. A bid bond must be included in the bid submittal.

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

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

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

**G. PROJECT SCHEDULE**

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

**F. ELIGIBILITY**

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

**G. BID DEADLINE**

Bidders shall submit one (1) "Original", nine (9) hard copies, and one (1) electronic copy (USB flash drive). The proposal must be sealed and clearly marked as **Bid #1617-07 SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I** and delivered to:

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

No later than **1:00pm on May 1, 2017**. Proposals received after the submittal deadline shall be considered void and unacceptable and shall be returned unopened to the respondent. Public Opening will be at 2:00pm on May 1, 2017.

## II. Scope of Work

Bid #1617-07 SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I will follow the Construction Plans for the Preliminary Site Grading prepared by Meshek & Associates (Exhibit A).

All construction, materials, and performance shall be in accordance with the 2009 Oklahoma Standard Specifications for Highway Construction, or the most current revision.

The contractor shall be responsible for the protection of all public and private facilities including but not limited to utilities, streets, storm sewer channels, service lines and fences on the periphery of the project site. The contractor is responsible for determining the exact locations of all existing utilities prior to commencing work.

Construction signage shall be installed in a manner approved by the engineer and the City, in accordance with the manual on Uniform Traffic Control Devices.

The site demolition includes the removal of the existing culverts, structures, trees, and bushes, or other items necessary to complete the work according to the drawings. The cost of demolition shall be included in the total bid for the project.

The contractor shall install and maintain safety fencing for the protection of workmen and the public. The contractor shall perform all operation according to the requirements of OSHA.

The contractor shall not remove or disturb any tree which is outside the designated work area.

The contractor shall be responsible for all construction staking, and must be performed by a surveyor licensed in the State of Oklahoma.

The contractor shall be responsible for compliance with all city, state, and federal laws. The contractor shall submit a notice of intent to OKDEQ, maintain stormwater pollution prevention plan records, and keep in effect and available on the job site at all times. The contractor shall obtain all storm water permits as required.

Contractor shall provide silt fencing to eliminate silt from storm water runoff from leaving project site. Daily street wash downs will be required for any street within the work area. All inlets shall be protected from silt runoff.

During grading operations and after grading operations are completed, but before permanent

erosion control work is started, the contractor shall sprinkle grading intervals approved by the City. Cost of sprinkling shall be included in price of bid.

Contractor shall document pre-construction site conditions by means of photographs and video and present to the city representative, before the start of construction. Cost shall be considered incidental.

Blasting will not be allowed.

Temporary shoring, bracing, sheet piling necessary for excavation purposes shall be the responsibility of the contractor. Cost shall be included in the price of the bid.

Road closures for the project include:

- west side of S. Janeway Avenue from south intersection at SW 12<sup>th</sup> St. to SW 17<sup>th</sup> St.
- SW 17<sup>th</sup> St. from the intersection of the east side of Janeway Avenue westbound to the current dead end.

Local traffic shall be maintained at all other locations at all times. Adequate traffic signage shall be placed to protect the public and notify them of trucks entering the site.

All utilities to be abandoned with a cover less than 2 feet with respect to final grade shall be removed. All utilities to be abandoned with a cover greater than 2 feet with respect to final grade shall be cut and plugged. All utility lines and conduits smaller than 2" diameter are to be removed if encountered during grading operations or abandoned if not encountered. Pipes and conduits larger than 2" diameter are to be removed or plugged and backfilled with flowable fill. Remove all telephone and electric pedestals. Remove all gas meters. All cast iron fittings, valves, hydrants, etc. are to be delivered to the City.

All traffic signs that are posted pre-construction are to be salvaged and taken to the City.

Work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris (including trees) which are within the designated to remain or are to be removed in accordance with other sections of the ODOT specifications or these documents. This work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain within the limits of construction.

This work shall consist of temporary measures and devices to control erosion and sediment within the project limits and to minimize the pollution of rivers, streams, impoundments and private properties. Pay item also includes the cost of maintaining all erosion devices throughout the duration of the project. Pay item also includes removing all erosion control measures upon project completion. Pay item includes the cost of all sediment removal per the Stormwater Management Plan.

The contractor shall apply solid slab sodding in like kind to that existing where turf is damaged during construction and where slopes are greater than 10% or other miscellaneous work items. The cost of topsoil, backfill, sodding, fertilizing, and watering shall be incidental to this item. Sodding, fertilizing, and watering shall be in conformance with respective specifications. Fertilizer

shall be an approved turf fertilizer applied at a rate of 1.5 pound per 10 square yards. Watering shall be applied as necessary to establish vegetation or until work is accepted complete.

Bid should include all costs required to accomplish the removal of all structures and obstructions necessary to complete this project including but not limited to the removal of existing utilities, existing water pipe and fittings, existing sanitary sewer pipe, existing sanitary sewer structures, existing concrete, and fences.

Earthwork construction consists of all excavation and grading necessary to complete the project as desired in the project documents. Earthwork will not be measured but will be paid for as a lump sum. Reference pay item notes for estimated earthwork quantities based on proposed and existing grading sections and identified subsurface characteristics. Payment shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

Bid should include all labor and materials necessary for completion of sodding and sprigging in accordance with ODOT specifications.

Bid should include cost of concrete, new manhole, frame, cover, and all other incidentals required for adjusting manhole to grade. All manholes shown to be adjusted to grade shall be complete in place. Old lids and frames are to be salvages and delivered to the City of Moore maintenance facility.

Quick set flowable fill to be used to fill all abandoned pipes that are to be cut and plugged as directed by the engineer. All cost associated shall be included in the bid.

Bid shall include all materials, labor, equipment, tools, and incidentals to complete the work.

## III. Submittal Requirements

- Proof of insurance and bid bond
- Timeline for project completion
- **Exhibit C** Non-Collusion Affidavit
- **Exhibit D** Certification Regarding Lobbying
- **Exhibit E** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- **Exhibit F** MOB/WOB/Section 3 Business (if Applicable)
- **Exhibit G** Form 4400 **Cost Analysis**
- **Exhibit H** Conflict of Interest Certification



## IV. Evaluation and Selection

### SELECTION AND AWARD PROCESS

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

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

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

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

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

## V. Miscellaneous

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

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

and conditions of this selection process, and/or waive informalities in any submission.

#### **A. ADDITIONAL INFORMATION**

All questions regarding the Bid notice must be submitted in writing with the subject “BID #1617-07 Questions” to [cdbg-dr@cityofmoore.com](mailto:cdbg-dr@cityofmoore.com), no later than 5:00 pm (CST) on April 14, 2017. The questions will be answered by City Staff and posted on the City’s website no later than 5:00 pm (CST) on April 19, 2017. A Mandatory Pre-Bid Meeting will be held to explain the project in further detail on April 12, 2017 at 2:00 pm (CST) in the Moore City Council Chambers, Moore City Hall, 301 N. Broadway, Moore, OK 73160.

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

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

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

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

## **VI. Estimated Timetable for Proposals**






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

- **March 31, 2017:** Advertise BID
- **April 7, 2017:** Advertise BID
- **April 12, 2017:** Mandatory Pre-Bid Meeting at 2:00pm
- **April 14, 2017:** Questions due to the City
- **April 19, 2017:** Responses to submitted questions posted online
- **May 1, 2017:** BID responses due to the City by 1:00 pm/Bid Opening at 2:00pm
- **May 8 – 24, 2017** Notify vendor of Committee’s selection/Contract Negotiation
- **June 5, 2017 (Negotiable):** City Council meeting
- **June 6, 2017 (Negotiable):** Contract execution / notice to proceed































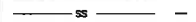






# LIST OF EXHIBITS

- Exhibit A Construction Plans for the Preliminary Site Grading prepared by Meshek & Associates
- Exhibit B Site Map
- Exhibit C Non-Collusion Affidavit
- Exhibit D Certification Regarding Lobbying
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Exhibit F MOB/WOB/Section 3 Business
- Exhibit G Form 4400 A – Uniform Cost/Price Analysis  
Form 4400 B – Hourly Rates
- Exhibit H Conflict of Interest Certification
- Exhibit I Standard Federal Requirements: Language for Construction Bidding
- Exhibit J Sample Construction Contract

DRAWING REFERENCE LEGEND

-  REFERS TO A SECTION
-  REFERS TO A DETAIL
-  REFERS TO A PROFILE OR ELEVATION
-  SECTION, DETAIL OR PROFILE NUMBER  
SHEET NUMBER ON WHICH IT IS LOCATED
-  DETAIL DESCRIPTION  
SCALE: 1"=XX'

SYMBOL LEGEND

-  - Electric Meter
-  - Electric Box
-  - Electric Transformer
-  - Junction Box
-  - Gas Meter
-  - Gas Valve
-  - Irrigation Control Valve
-  - Water Meter
-  - Water Valve
-  - Sprinkler Head
-  - Fire Hydrant
-  - Sanitary Sewer Manhole
-  - Storm Water Manhole
-  - Cleanout
-  - Power Pole
-  - Guy Anchor
-  - Light Pole
-  - Telephone Pedestal
-  - Sign
-  - Mailbox
-  - Deciduous Tree
-  - Coniferous Tree
-  - Bush
-  - Fence Line (All Types)
-  - Overhead Electric
-  - Underground Electric
-  - Overhead Telephone
-  - Underground Telephone
-  - Underground Cable Television
-  - Natural Gas Line
-  - Fiber Optic Cable
-  - Water Line
-  - Stormwater Line
-  - Sanitary Sewer Line
-  - Bench Mark
-  - Single Grate Drop Inlet
-  - Manhole

APPLICABLE SPECIFICATIONS:

CURRENT OKLAHOMA DEPARTMENT OF TRANSPORTATION LATEST EDITION (O.D.O.T.) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR THE TECHNICAL SPECIFICATIONS.

CITY OF MOORE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) REGULATIONS SHALL APPLY FOR ALL WASTE AND SEWER RELATED WORK.

ONE CALL UTILITY LOCATION NUMBER

840-5032  
1-800-522-6543

THIS NUMBER IS TO BE USED FOR INFORMATION ON THE LOCATION OF ALL UNDERGROUND UTILITIES. CONTACT THIS NUMBER AND OTHER NUMBERS SPECIFIED IN THE PLANS PRIOR TO ANY EXCAVATION.

CONTACT INFORMATION

<b>MOORE POLICE</b> 117 E. MAIN ST. MOORE, OK 73160 405-793-5171	<b>CITY OF MOORE PUBLIC WORKS DEPARTMENT</b> 512 NW. 27TH MOORE, OK 73160 405-793-5070
<b>OG&amp;E</b> 405-553-5785	<b>ONG</b> 405-556-6411
<b>AT&amp;T</b> 405-291-3106	<b>COX</b> 405-600-6336

DATUM INFORMATION

HORIZONTAL DATUM  
NAD '83

VERTICAL DATUM  
NAVD '88

# CITY OF MOORE, OKLAHOMA

## CONSTRUCTION PLANS

### FOR

## JANEWAY VILLAGE

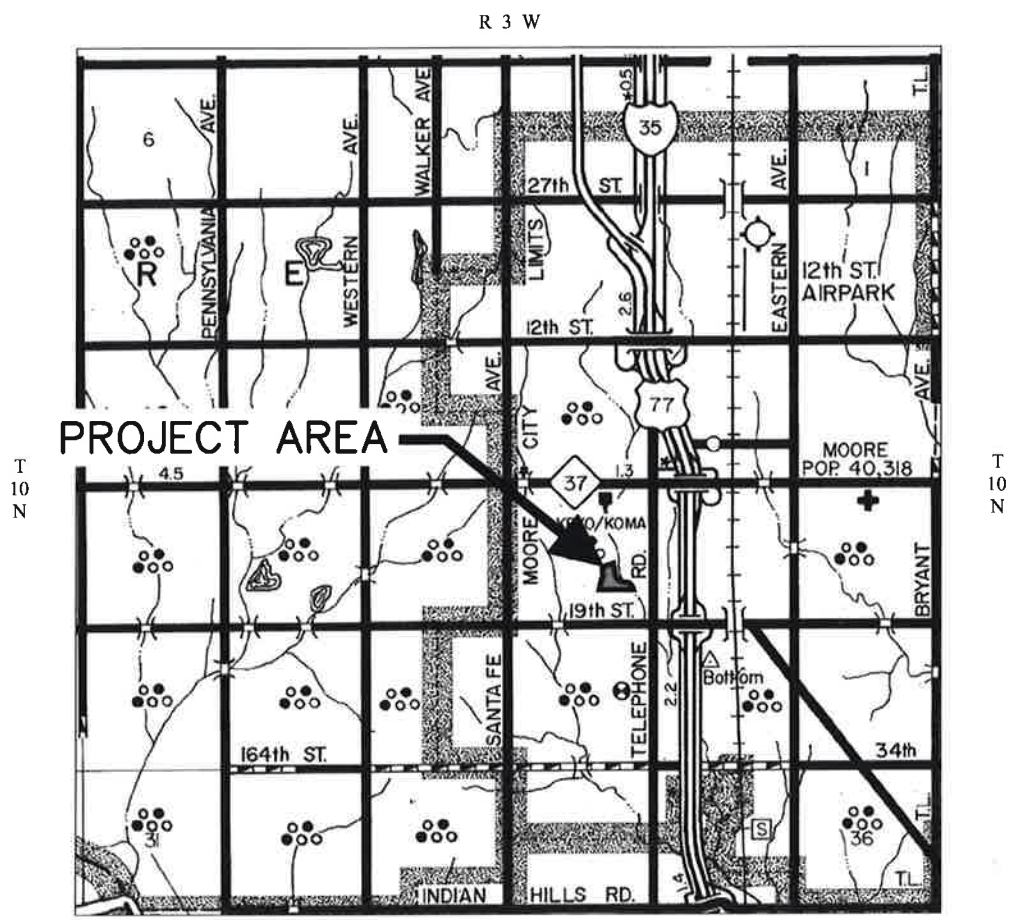
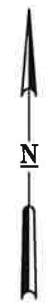
## PRELIMINARY SITE GRADING

### PROJECT # H-01-W-LMI

### THE CITY OF MOORE, CLEVELAND COUNTY

DRAWING INDEX

- 1 - COVER
- 2 - QUANTITIES & NOTES
- 3 - TYPICAL SECTIONS & DETAILS
- 4 - GEOMETRIC DATA
- 5 - STORM WATER MANAGEMENT PLAN
- 6 - EROSION CONTROL
- 7 - SITE GRADING PLAN
- 8 - JANEWAY AVENUE PROFILE
- 9 - 14TH ST & MAX MORGAN BLVD PROFILES
- 10-18 - CROSS-SECTIONS



LOCATION MAP  
SECTION 22  
T-10-N, R-3-W

PRELIMINARY  
DATE: February 27/2017  
This document is preliminary in nature and is not a final, signed and sealed document.

Prepared By:  
MESHEK & ASSOCIATES, PLC.  
*Benjamin W. Fletcher*  
BENJAMIN W. FLETCHER, P.E., L.S.I.  
MESHEK & ASSOCIATES



MESHEK & ASSOCIATES, P.L.C.  
C.A. 1487 EXPIRES 6/30/17  
1437 S. BOULDER AVE, STE. 1550  
TULSA, OK  
(PH) 918-392-5620  
(FAX) 918-392-5621

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2017 TYP. CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA

**GENERAL CONSTRUCTION NOTES:**

- ALL CONSTRUCTION, MATERIALS AND PERFORMANCE SHALL BE IN ACCORDANCE WITH THE 2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (ENGLISH), OR THE MOST CURRENT REVISION THEREOF. MOST CURRENT REVISION GOVERNS OVER PRIOR EDITIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE FACILITIES INCLUDING BUT NOT LIMITED TO UTILITIES, STREETS, STORM SEWER CHANNELS, SERVICE LINES AND FENCES. ALL KNOWN UTILITY LOCATIONS ARE SHOWN IN THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. BEFORE COMMENCING ANY EXCAVATION THE CONTRACTOR SHALL NOTIFY THE OKIE ONE CALL SYSTEM OF THEIR INTENT TO EXCAVATE BY CALLING 1-800-522-6543. 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. THE CONTRACTOR MUST NOTIFY EACH UTILITY OWNER PRIOR TO THE COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. THE UTILITY OWNERS THE CONTRACTOR SHALL CONTACT ARE: AT&T, OG&E, OKLAHOMA NATURAL GAS (ONG), COX COMMUNICATIONS, CITY OF MOORE - WATER AND SEWER. UTILITIES IN THE VICINITY OF EXCAVATION WORK SHALL BE EXPOSED BY THE CONTRACTOR WITH THE UTILITY OWNER PRESENT PRIOR TO BEGINNING THE WORK.
- PAY ITEMS SHALL BE AS SPECIFIED ON THE ODOT STANDARD DRAWINGS EXCEPTS AS MODIFIED BY THE CONTRACT.
- CONSTRUCTION SIGNAGE SHALL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER AND CITY OF MOORE, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION AND APPLICABLE ODOT STANDARD DRAWINGS.
- THE SITE DEMOLITION INCLUDES THE REMOVAL OF THE EXISTING CULVERTS, STRUCTURES, TREES AND BUSHES, OR OTHER ITEMS NECESSARY TO COMPLETE THE WORK ACCORDING TO THE DRAWINGS. PAYMENT FOR DEMOLITION ITEMS SHALL BE INCLUDED IN THOSE ITEMS NOTED IN THE PAY ITEM NOTES OR SHALL BE INCLUDED IN THE PRICE BID ITEM FOR SPEC. NO. 619.06(A) - REMOVAL OF STRUCTURES & OBSTRUCTIONS. ALL DEMOLISHED ITEMS SHALL BECOME PROPERTY OF THE CONTRACTOR, AND BE DISPOSED OF OFF-SITE IN AN APPROVED MANNER. NO REMOVALS ON PRIVATE PROPERTY. NO MATERIAL SHALL BE DEPOSITED IN THE FLOODPLAIN.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN SAFETY FENCING FOR THE PROTECTION OF WORKMEN AND THE PUBLIC. THE CONTRACTOR SHALL PERFORM ALL OPERATIONS ACCORDING TO THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (OSHA) AS PUBLISHED IN THE CODE OF FEDERAL REGULATIONS, PART 1926, LATEST EDITION. ALL OPEN EXCAVATIONS SHALL BE FENCED AND HAVE WARNING LIGHTS ON BARRICADES TO WARN OF THE HAZARD. THE CONTRACTOR SHALL MAINTAIN TEMPORARY STOCK FENCING. COST SHALL BE INCLUDED IN RELATED SPECIFIC ITEMS IN THE SUMMARY OF PAY QUANTITIES.
- ALL EQUIPMENT AND EXCAVATED MATERIALS SHALL BE REMOVED FROM THE FLOODPLAIN AT THE END OF EACH WORKDAY. NO MATERIALS MAY BE STORED IN THE FLOODPLAIN.
- THE CONTRACTOR SHALL NOT REMOVE OR DISTURB ANY TREE WHICH IS OUTSIDE THE DESIGNATED WORK AREA. THE CONTRACTOR SHALL PRESERVE ANY TREE WITHIN THE WORK AREA WHICH DOES NOT PRESENT A DETRIMENT TO THE WORK OR A SAFETY HAZARD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING, LAYOUT, AND AS-BUILT SURVEYS. CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT DRAWINGS ON SITE AT ALL TIMES. SURVEY CONTROLS SHALL BE ESTABLISHED BY THE ENGINEER. ALL CONSTRUCTION LAYOUT WORK FROM THESE CONTROLS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL PRESERVE THE CONTROL POINTS TO THE BEST OF THEIR ABILITY AND SHALL REPLACE SAME, IN THE EVENT THEY ARE DISTURBED, TO THE SATISFACTION OF THE ENGINEER.
- THE LIMITS OF WORK ARE DEFINED BY THE PROPERTY LINES OR EASEMENT LINES SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THESE LIMITS. ACCESS TO AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE NEGOTIATED BY THE CONTRACTOR WITH THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AND DRAINAGE OF SOIL DEPOSIT AREAS OUTSIDE THE LIMITS OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CITY, STATE, AND FEDERAL LAWS. THE CONTRACTOR SHALL SUBMIT A NOTICE OF INTENT TO OKDEQ, MAINTAIN STORMWATER POLLUTION PREVENTION PLAN RECORDS, AND KEEP IN EFFECT AND AVAILABLE ON THE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL OBTAIN ALL STORM WATER PERMITS AS REQUIRED.
- CONTRACTOR SHALL PROVIDE SILT FENCING TO ELIMINATE SILT FROM STORM WATER RUNOFF FROM LEAVING PROJECT SITE. DAILY STREET WASH DOWNS WILL BE REQUIRED FOR ANY STREET WITHIN THE WORK AREA. ALL INLETS SHALL BE PROTECTED FROM SILT RUNOFF.

**GENERAL CONSTRUCTION NOTES: (CONT)**

- WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE LOADING CAPACITY RECOMMENDED BY THE MANUFACTURER OF THE VEHICLE OR PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.
- ANY DAMAGE TO ROADWAY PAVEMENT, CURB, DRIVEWAYS, TRAILS, SIDEWALK, OR ACCESS RAMPS CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S SOLE EXPENSE.
- CONTRACTOR SHALL FURNISH SUFFICIENT ORANGE SAFETY FENCING TO PROTECT THE GENERAL PUBLIC DURING EXCAVATION OPERATIONS FROM OPEN TRENCHES AND OTHER HAZARDS. FENCING TO BE INCLUDED IN OTHER ITEMS OF WORK. FENCING SHALL BE MAINTAINED AS LONG AS A DANGER EXISTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
  - ANY PERMITS OR LICENSES REQUIRED FOR THE CONSTRUCTION OF THE PROJECT.
  - PROPER NOTIFICATION OF ALL NECESSARY AGENCIES PRIOR TO CONSTRUCTION AND FOR THE REQUIRED INSPECTIONS.
  - THE EXACT LOCATION OF ANY UTILITY LINES AND THEIR RELOCATION NECESSITATED BY THE CONSTRUCTION WORK. UTILITIES TO REMAIN IN SERVICE AT ALL TIMES. SERVICE DISRUPTION TO BE AT CONTRACTORS RISK AND EXPENSE.
  - CONTRACTOR SHALL OBTAIN NOTICE OF INTENT AND NOTICE OF TERMINATION.
- IN ORDER TO ALLEVIATE DUST CONDITIONS WITHIN THE CITY LIMITS (OR OTHER DEVELOPED AREAS) DURING GRADING OPERATIONS, AND AFTER GRADING OPERATIONS ARE COMPLETED, BUT BEFORE PERMANENT EROSION CONTROL WORK IS STARTED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE CITY. COST OF SPRINKLING TO BE INCLUDED IN PRICE BID FOR REMOVAL OF RELATED ITEMS OF WORK.
- TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS WILL BE STABILIZED WITH TEMPORARY SEED AND MULCH NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. PRIOR TO SEEDING/SPRIGGING, 16-16-16 FERTILIZER SHALL BE APPLIED TO ALL AREAS STABILIZED. SILT FENCE IS REQUIRED AT THE BASE OF ALL TOPSOIL STOCKPILES.
- CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION SITE CONDITIONS BY MEANS OF PHOTOGRAPHS AND VIDEO AND PRESENT TO THE CITY REPRESENTATIVE, BEFORE THE START OF CONSTRUCTION. COST SHALL BE CONSIDERED AS INCIDENTAL AND NO SEPARATE PAYMENT SHALL BE MADE.
- DAMAGE CAUSED BY THE CONTRACTOR TO ANY STRUCTURES, SOD, OR LANDSCAPING SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER. THIS INCLUDES THE LIMITS OF STOCKPILING.
- BLASTING WILL NOT BE ALLOWED.
- TEMPORARY SHORING, BRACING, SHEET PILING NECESSARY FOR EXCAVATION PURPOSES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COST SHALL BE INCLUDED IN UNIT PRICE BID FOR EARTHWORK.
- THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SAFETY PLAN TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK AT THE PRECONSTRUCTION MEETING. THE SAFETY PLAN SHALL ADDRESS BUT NOT BE LIMITED TO ISSUES SUCH AS TRAFFIC CONTROL, WORKSITE SAFETY, MANHOLE VENTILATION, WORKER EQUIPMENT, FIRST AID, HYGIENE, AND OTHER RELATED TOPICS. THE CONTRACTOR WILL BE EXPECTED TO PERFORM THE WORK IN A MANNER THAT BEST PROTECTS THE SAFETY OF WORKERS, INSPECTORS, BYSTANDERS, AND OTHERS WHO MAY BE IN THE VICINITY OF THE PROJECT. FAILURE TO PERFORM THE WORK AND MAINTAIN THE SITE IN A SAFE MANNER, IN THE OPINION OF THE ENGINEER OR OWNER, SHALL BE SUFFICIENT CAUSE TO STOP ALL WORK UNTIL ALL WORK SAFETY ISSUES ARE ADDRESSED.
- THE CONTRACTOR SHALL HAVE ONE (1) EXECUTED COPY OF THE CONTRACT AND A SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES.
- ROAD CLOSURES FOR THE PROJECT INCLUDE: WEST SIDE OF SOUTH JANEWAY AVENUE FROM SOUTH INTERSECTION AT SW 12TH ST TO SW 17TH STREET AND 17TH STREET FROM THE INTERSECTION OF THE EAST SIDE JANEWAY AVENUE WESTBOUND TO THE CURRENT DEAD END. LOCAL TRAFFIC SHALL BE MAINTAINED AT ALL OTHER LOCATIONS AT ALL TIMES. ADEQUATE TRAFFIC SIGNAGE SHALL BE PLACED TO PROTECT THE PUBLIC AND NOTIFY THEM OF TRUCKS ENTERING THE SITE.
- ALL UTILITIES TO BE ABANDONED WITH A COVER LESS THAN 2 FT WITH RESPECT TO FINAL GRADE SHALL BE REMOVED. ALL UTILITIES TO BE ABANDONED WITH A COVER GREATER THAN 2 FT WITH RESPECT TO FINAL GRADE SHALL BE CUT AND PLUGGED. ALL UTILITY LINES AND CONDUITS SMALLER THAN 2" DIAMETER ARE TO BE REMOVED IF ENCOUNTERED DURING GRADING OPERATIONS OR ABANDONED IF NOT ENCOUNTERED. PIPES AND CONDUITS LARGER THAN 2" DIAMETER ARE TO BE REMOVED OR PLUGGED AND BACKFILLED WITH FLOWABLE FILL. REMOVE ALL TELEPHONE AND ELECTRIC PEDESTALS. REMOVE ALL GAS METERS. ALL CAST IRON FITTINGS, VALVES, HUDRANTS, ETC. ARE TO BE DELIVERED TO THE CITY OF MOORE.
- ALL TRAFFIC SIGNS ARE TO BE SALVAGED AND TAKEN TO THE CITY OF MOORE.

**JANEWAY VILLAGE PRELIMINARY GRADING PAY ITEMS**

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	NOTES	UNIT	QUANTITY
1	201(A)	CLEARING AND GRUBBING	1	ACRE	1
2	202(H)	EARTHWORK	6,11,12,13	LSUM	1
3	220	SWPPP DOCUMENTATION AND MANAGEMENT		LS	1
4	221(C)	TEMPORARY SILT FENCE	2	LF	1325
5	221(F)	TEMPORARY SILT DIKE	2	LF	110
6	230(A)	SOLID SLAB SODDING	3,7	SY	8779
7	230(C)	ROW SPRIGGING	7	ACRE	12
8	520	8" GATE VALVE	10	EA	1
9	612(A)	MANHOLE ADJUST TO GRADE	8	EA	2
10	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	5,9	LSUM	1
11	619(B)	REMOVAL OF CONCRETE PAVEMENT	10	SY	4297
12	641	MOBILIZATION		EA	1
13	642	CONSTRUCTION STAKING, LEVEL II	4	EA	1

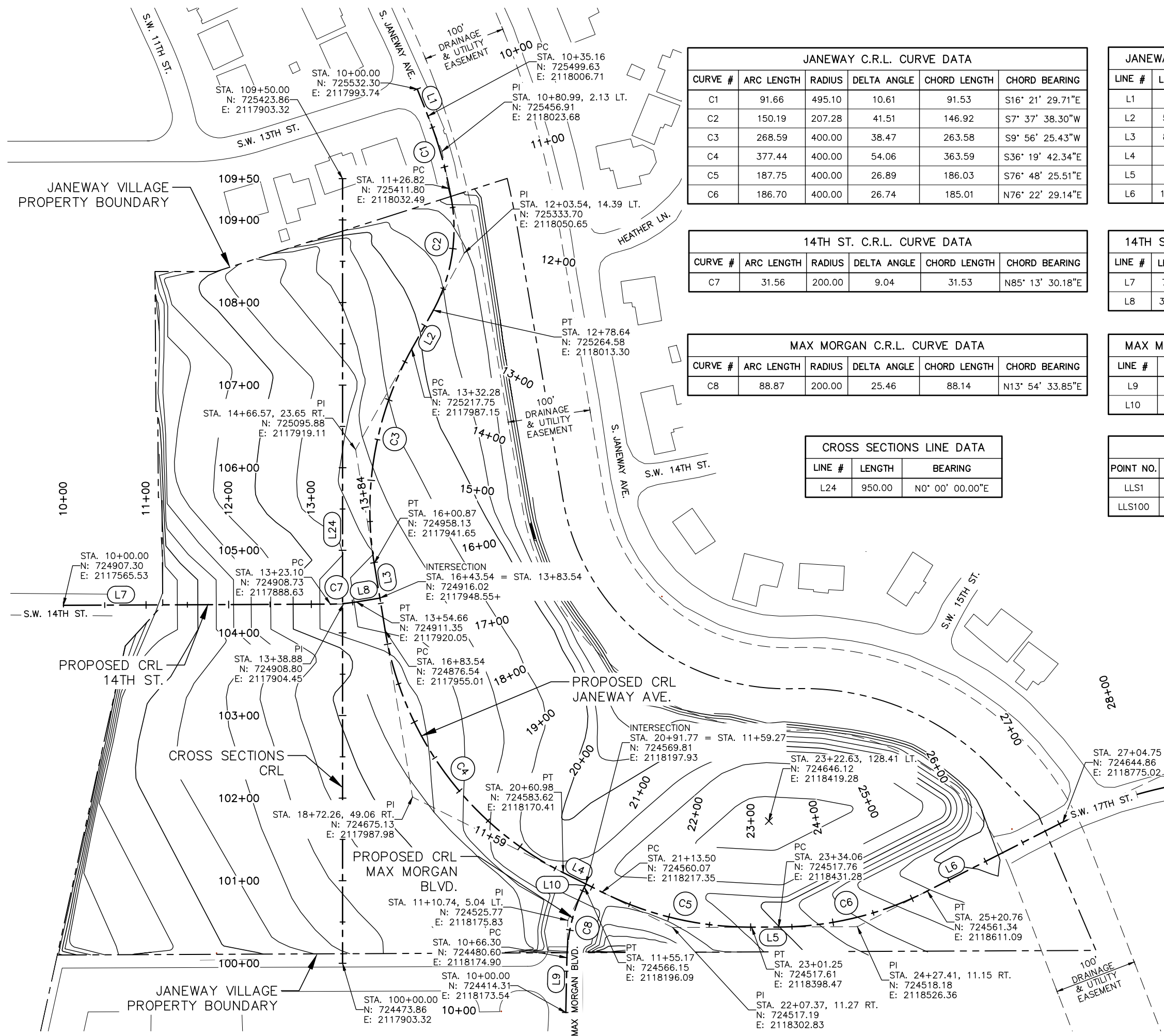
**PAY ITEM NOTES:**

- WORK SHALL CONSIST OF CLEARING, GRUBBING, REMOVING AND DISPOSING OF ALL VEGETATION AND DEBRIS (INCLUDING TREES) WHICH ARE WITHIN DESIGNATED LIMITS INSIDE THE LIMITS OF THE BOUNDARY, RIGHT-OF-WAY, AND EASEMENT AREAS, EXCEPT SUCH OBJECTS AS ARE DESIGNATED TO REMAIN OR ARE TO BE REMOVED IN ACCORDANCE WITH OTHER SECTIONS OF THE ODOT SPECIFICATIONS OR THESE DOCUMENTS. THIS WORK SHALL ALSO INCLUDE THE PRESERVATION FROM INJURY OR DEFACEMENT OF ALL VEGETATION AND OBJECTS DESIGNATED TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION.
- THIS WORK SHALL CONSIST OF TEMPORARY MEASURES AND DEVICES TO CONTROL EROSION AND SEDIMENT WITHIN THE PROJECT LIMITS AND TO MINIMIZE THE POLLUTION OF RIVERS, STREAMS, IMPOUNDMENTS AND PRIVATE PROPERTIES. PAY ITEM ALSO INCLUDES THE COST OF MAINTAINING ALL EROSION DEVICES THROUGHOUT THE DURATION OF THE PROJECT. PAY ITEM ALSO INCLUDES REMOVING ALL EROSION CONTROL MEASURES UPON PROJECT COMPLETION. PAY ITEM INCLUDES THE COST OF ALL SEDIMENT REMOVAL PER THE STORMWATER MANAGEMENT PLAN.
- THE CONTRACTOR SHALL APPLY SOLID SLAB SODDING IN LIKE KIND TO THAT EXISTING WHERE TURF IS DAMAGED DURING CONSTRUCTION AND WHERE SLOPES ARE GREATER THAN 10% OR OTHER MISCELLANEOUS WORK ITEMS. THE COST OF TOPSOIL, BACKFILL, SODDING, FERTILIZING, AND WATERING SHALL BE INCIDENTAL TO THIS ITEM. SODDING, FERTILIZING, AND WATERING SHALL BE IN CONFORMANCE WITH RESPECTIVE SPECIFICATIONS. FERTILIZER SHALL BE AN APPROVED TURF FERTILIZER APPLIED AT A RATE OF 1.5 LB PER 10 SQUARE YARDS. WATERING SHALL BE APPLIED AS NECESSARY TO ESTABLISH VEGETATION OR UNTIL WORK IS ACCEPTED AS COMPLETE.
- ALL CONSTRUCTION STAKING TO BE THE RESPONSIBILITY OF THE CONTRACTOR AND PERFORMED BY A SURVEYOR LICENSED IN THE STATE OF OKLAHOMA. CONTROL IS AVAILABLE ON SITE.
- ITEM SHALL INCLUDE ALL COSTS REQUIRED TO ACCOMPLISH THE REMOVAL OF ALL STRUCTURES AND OBSTRUCTIONS NECESSARY TO COMPLETE THIS PROJECT INCLUDING BUT NOT LIMITED TO THE REMOVAL OF EXISTING UTILITIES, EXISTING WATER PIPE AND FITTINGS, EXISTING SANITARY SEWER PIPE, EXISTING SANITARY SEWER STRUCTURES, EXISTING CONCRETE, AND FENCES. DAMAGE TO ADJACENT PORTIONS OF STRUCTURES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- EARTHWORK CONSTRUCTION CONSISTS OF ALL EXCAVATION AND GRADING NECESSARY TO COMPLETE THE PROJECT AS DESCRIBED IN THE PROJECT DOCUMENTS. EARTHWORK WILL NOT BE MEASURED BUT WILL BE PAID FOR AS A LUMP SUM. REFERENCE PAY ITEM NOTES FOR ESTIMATED EARTHWORK QUANTITIES BASED ON PROPOSED AND EXISTING GRADING SECTIONS AND IDENTIFIED SUBSURFACE CHARACTERISTICS. PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND INCIDENTALS TO COMPLETE THE WORK AS SPECIFIED.
- ITEM SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR COMPLETION OF SODDING AND SPRIGGING IN ACCORDANCE WITH ODOT SPECIFICATIONS. SEE SHEET 6 "PERMANENT EROSION CONTROL MEASURES" FOR SEEDING TYPES AND APPLICATION RATES.
- ITEM SHALL INCLUDE THE COST OF CONCRETE, NEW MANHOLE FRAME, COVER, AND ALL OTHER INCIDENTALS REQUIRED FOR ADJUSTING MANHOLE TO GRADE. ALL MANHOLES SHOWN TO BE ADJUSTED TO GRADE SHALL BE COMPLETE IN PLACE. OLD LIDS AND FRAMES ARE TO BE SALVAGED AND DELIVERED TO THE CITY OF MOORE MAINTENANCE FACILITY.
- QUICK SET FLOWABLE FILL TO BE USED TO FILL ALL ABANDONED PIPES THAT ARE TO BE CUT AND PLUGGED AS DIRECTED BY THE ENGINEER. ALL COST ASSOCIATED WITH WORK IS TO BE INCLUDED IN THE PAY ITEM.
- ITEM SHALL INCLUDE ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, AND INCIDENTALS TO COMPLETE THE WORK.
- PAY ITEM INCLUDES 40,425 C.Y. OF CUT AND 25,780 C.Y. OF FILL.
- ALL EXCAVATED MATERIAL NOT REQUIRED AS FILL IN OTHER AREAS OF THE PROJECT SHALL BECOME THE PROPERTY OF THE CITY OF MOORE AND SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY OF MOORE STORAGE SITE LOCATED AT 1312 S.W. 34TH STREET.  
  
CONTACT:  
CLIFF MILLER - (405)343-6847
- ITEM SHALL INCLUDE THE COST OF CONSTRUCTION SIGNAGE AND ORANGE SAFETY FENCING.
- WORK REQUIRED FOR THE COMPLETION OF THE PROJECT BUT NOT SPECIFICALLY NOTED SHALL BE INCLUDED IN THE PRICE BID FOR EARTHWORK.

QUANTITIES & NOTES			
JANEWAY VILLAGE PRELIMINARY GRADING			
CITY OF MOORE			
PLANS AND ESTIMATES PREPARED BY: <b>Meshek &amp; Associates, P.L.C.</b> 1437 S. Boulder Avenue, Suite 1550 Tulsa, OK 74119 (918)392-5620			
APPROVED:	PLAN SCALE	DRAWN	JTS 01/2017
	N/A	DESIGNED	BWF 01/2017
		SURVEY	
	PROFILE SCALE	RECOMMENDED	
	HORIZONTAL:	RECOMMENDED	
	N/A	DEVELOPMENT SERVICES	
	VERTICAL:	RECOMMENDED	
	N/A	DEPUTY DIRECTOR	
	FILE:	DRAWING:	DATE:
	ATLAS PAGE NO.		SHEET 2 OF 18 SHEETS



PRINT DATE: 02/24/2017 M:\City\_of\_Moore\15MOR06\_Little\_River\_River\_Redevelopment\_Area\Design\Drawings\15MOR06\_GRADING.dwg



**JANEWAY C.R.L. CURVE DATA**

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	91.66	495.10	10.61	91.53	S16° 21' 29.71"E
C2	150.19	207.28	41.51	146.92	S7° 37' 38.30"W
C3	268.59	400.00	38.47	263.58	S9° 56' 25.43"W
C4	377.44	400.00	54.06	363.59	S36° 19' 42.34"E
C5	187.75	400.00	26.89	186.03	S76° 48' 25.51"E
C6	186.70	400.00	26.74	185.01	N76° 22' 29.14"E

**JANEWAY C.R.L. LINE DATA**

LINE #	LENGTH	BEARING
L1	35.16	S21° 39' 43.57"E
L2	53.64	S29° 10' 37.51"W
L3	82.67	S9° 17' 46.65"E
L4	52.51	S63° 21' 38.02"E
L5	32.81	N89° 44' 47.00"E
L6	183.98	N63° 00' 11.27"E

**14TH ST. C.R.L. CURVE DATA**

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C7	31.56	200.00	9.04	31.53	N85° 13' 30.18"E

**14TH ST C.R.L. LINE DATA**

LINE #	LENGTH	BEARING
L7	74.03	S89° 58' 14.00"E
L8	369.83	N72° 14' 57.00"E

**MAX MORGAN C.R.L. CURVE DATA**

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C8	88.87	200.00	25.46	88.14	N13° 54' 33.85"E

**MAX MORGAN C.R.L. LINE DATA**

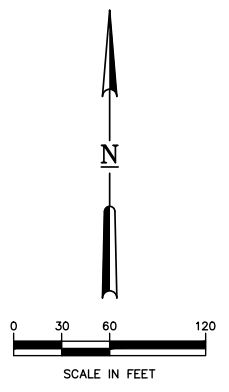
LINE #	LENGTH	BEARING
L9	66.30	N1° 10' 45.71"E
L10	4.09	N26° 38' 21.98"E

**CROSS SECTIONS LINE DATA**

LINE #	LENGTH	BEARING
L24	950.00	N0° 00' 00.00"E

**SURVEY CONTROL DATA**

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
LLS1	726268.6620	2117894.5800	1205.32	1/2" I.P. W/ LEMKE CONTROL CAP
LLS100	725942.7914	2116867.4692	1219.30	1/2" I.P. W/ LEMKE CONTROL CAP



**LEGEND**

- PROPOSED C.R.L.
- PROJECT BOUNDARY
- (CXX) CURVE NUMBER
- (LXX) LINE NUMBER

**GEOMETRIC DATA**

**JANEWAY VILLAGE PRELIMINARY GRADING**

**CITY OF MOORE**

PLANS AND ESTIMATES PREPARED BY:  
**Meshek & Associates, P.L.C.**  
 1437 S. Boulder Avenue, Suite 1550 Tulsa, OK 74119 (918)392-5620

REVISION	BY	DATE

PLAN SCALE	DRAWN	BWF	01/2017	APPROVED:
1" = 60'	DESIGNED	JTS	01/2017	
	SURVEY			

PROFILE SCALE	RECOMMENDED

HORIZONTAL:	RECOMMENDED
N/A	DEVELOPMENT SERVICES

VERTICAL:	RECOMMENDED
N/A	DEPUTY DIRECTOR

FILE:	DRAWING:	DATE:

ATLAS PAGE NO. SHEET 4 OF 18 SHEETS

# STORM WATER MANAGEMENT PLAN

## SITE DESCRIPTION

## EROSION AND SEDIMENT CONTROLS

PROJECT LIMITS: A TRACT OF LAND IN THE SE/4 OF SECTION 22, T-10-N, R-3-W, STATE OF OKLAHOMA, CLEVELAND COUNTY, CITY OF MOORE. 14.7± ACRES IN THE CENTER OF THE SOUTHEAST CORNER THAT RUNS ADJACENT TO LITTLE RIVER.

PROJECT DESCRIPTION: SITE GRADING FOR FUTURE ROADWAY AND DEVELOPMENT.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

1. INSTALL SEDIMENT CONTROL (SILT FENCE & SILT DIKE) PRIOR TO COMMENCEMENT OF WORK.
2. UPON COMPLETION OF WORK, SOD & SEED ALL DISTURBED AREAS, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES

SOIL TYPE: RENFROW-HUSKA COMPLEX, KIRKLAND-PAWHUSKA COMPLEX, NORGE COMPLEX, PORT COMPLEX

AREA TO BE DISTURBED: 14.7 ACRES

OFFSITE AREA TO BE DISTURBED: \_\_\_\_\_  
(FOR CONTRACTOR USE)

MAXIMUM ACRES TO BE DISTURBED AT ANY ONE TIME: \_\_\_\_\_  
(FOR CONTRACTOR USE)

LATITUDE & LONGITUDE OF CENTER OF PROJECT: N35°19'27", W97°29'56"

NAME OF RECEIVING WATERS: LITTLE RIVER

SENSITIVE WATERS OR WATERSHEDS: YES  NO

303(d) IMPAIRED WATERS: YES  NO

SOIL STABILIZATION PRACTICES:

- \_\_\_\_\_ TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- \_\_\_\_\_ VEGETATIVE MULCHING
- \_\_\_\_\_ SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- \_\_\_\_\_ STABILIZED CONSTRUCTION EXIT
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- \_\_\_\_\_ TEMPORARY FIBER LOG
- \_\_\_\_\_ DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- \_\_\_\_\_ DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- \_\_\_\_\_ ROCK FILTER DAMS
- \_\_\_\_\_ TEMPORARY SLOPE DRAIN
- \_\_\_\_\_ PAVED DITCH W/ DITCH LINER PROTECTION
- \_\_\_\_\_ TEMPORARY DIVERSION CHANNELS
- \_\_\_\_\_ TEMPORARY SEDIMENT BASINS
- \_\_\_\_\_ TEMPORARY SEDIMENT TRAPS
- \_\_\_\_\_ TEMPORARY SEDIMENT FILTERS
- \_\_\_\_\_ TEMPORARY SEDIMENT REMOVAL
- \_\_\_\_\_ RIP RAP
- \_\_\_\_\_ INLET SEDIMENT FILTER
- \_\_\_\_\_ TEMPORARY BRUSH SEDIMENT BARRIERS
- \_\_\_\_\_ SANDBAG BERMS
- \_\_\_\_\_ TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 IN AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIAL IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
- 220 MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
- 221 TEMPORARY SEDIMENT CONTROL

IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2012.

### STORM WATER MANAGEMENT PLAN

#### JANEWAY VILLAGE PRELIMINARY GRADING

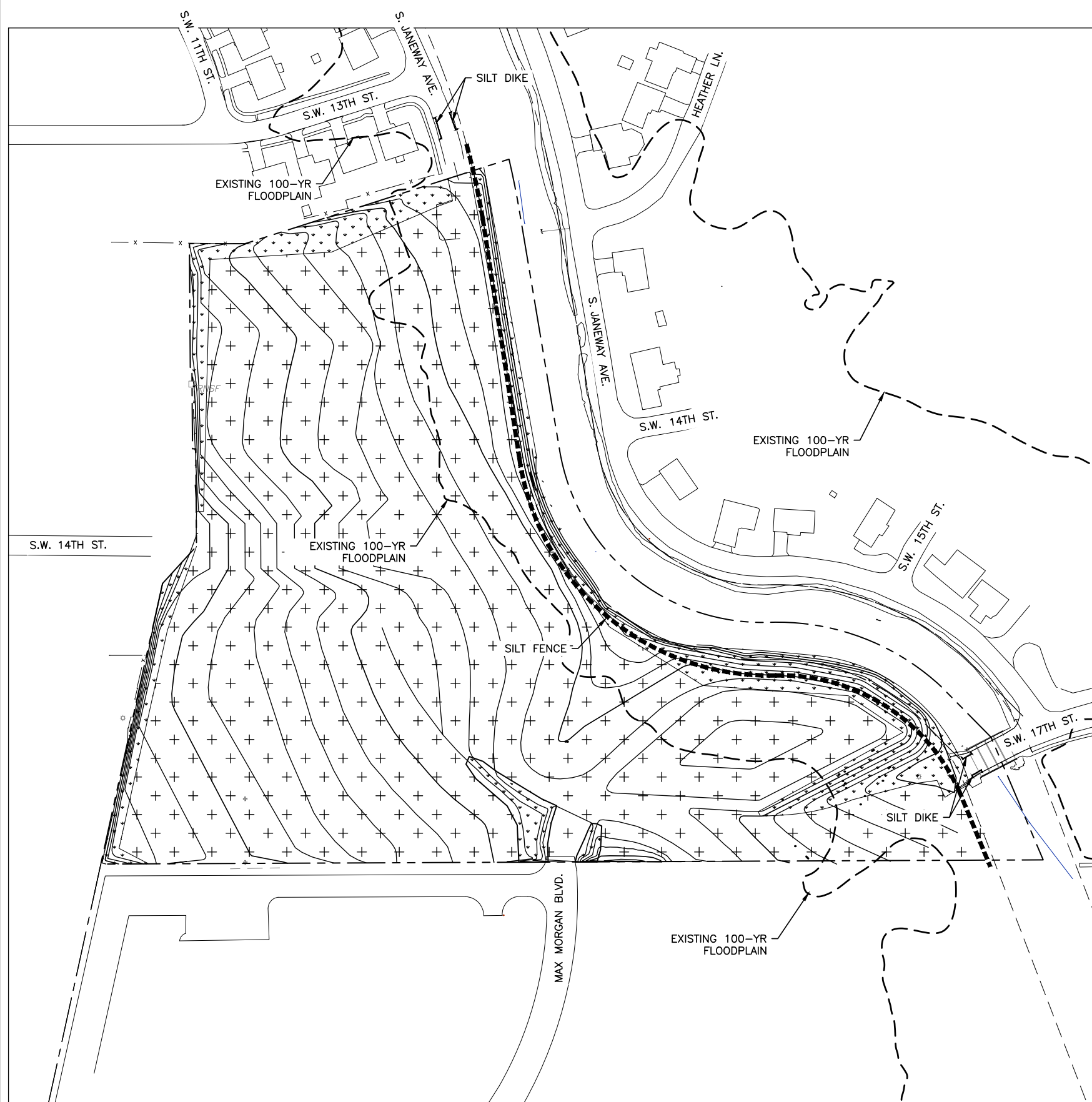
#### CITY OF MOORE

PLANS AND ESTIMATES PREPARED BY:  
**Meshek & Associates, P.L.C.**  
1437 S. Boulder Avenue, Suite 1550 Tulsa, OK 74119 (918)392-5620

REVISION	BY	DATE	PLAN SCALE	DRAWN	JTS	DATE	APPROVED:
			N/A	DESIGNED	BWF	01/2017	
				SURVEY			
			PROFILE SCALE	RECOMMENDED			
			HORIZONTAL:	DEVELOPMENT SERVICES			PUBLIC WORKS DIRECTOR
			N/A	RECOMMENDED			
			VERTICAL:	DEPUTY DIRECTOR			
			N/A				
			FILE:	DRAWING:			DATE:
			ATLAS PAGE NO.				SHEET 5 OF 18 SHEETS



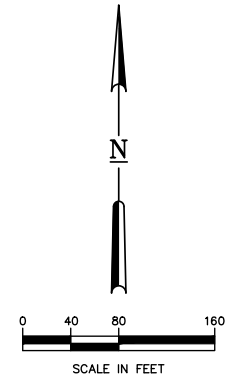
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**TEMPORARY EROSION CONTROL MEASURES**

TEMPORARY VEGETATION TO CONTROL EROSION SHALL BE USED IN AREAS WHERE THE SOIL IS LEFT EXPOSED FOR A PERIOD OF TIME.

1. PRIOR TO SEEDING, NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, BERMS, DIKES, ETC., SHALL BE INSTALLED.
  2. TEMPORARY VEGETATIVE COVER SHOULD BE APPLIED PRIOR TO THE COMPLETION OF FINAL GRADING OF THE SITE.
  3. IF THE AREA TO BE SEEDDED HAS BEEN RECENTLY LOOSENESED TO THE EXTENT THAT AN ADEQUATE SEEDBED EXISTS, NO ADDITIONAL TREATMENT IS REQUIRED. HOWEVER IF THE AREA TO BE SEEDDED IS PACKED, CRUSTED, AND/OR HARD, THE TOP LAYER OF SOIL SHALL BE LOOSENESED BY DISKING OR OTHER SUITABLE MEANS.
  4. FERTILIZER SHALL BE APPLIED AT A RATE OF 600 POUNDS PER ACRE OR 15 POUNDS PER 1000 SQUARE FOOT USING 10-20-10 OR EQUAL.
  5. SEEDING OPTIONS ARE AS FOLLOWS:
- | PLANT     | ACRE    | QUANTITY PER 1000 S.F. | PLANTING DATE  | DEPTH   |
|-----------|---------|------------------------|----------------|---------|
| ANNUAL    | 40 LBS. | 0.90 LBS.              | 09/15 TO 11/30 | 1/4 IN. |
| ELBON RYE | 2 BU.   | 3.00 LBS.              | 08/15 TO 11/30 | 2 IN.   |
| WHEAT     | 2 BU.   | 3.00 LBS.              | 08/15 TO 11/30 | 2 IN.   |
| OATS      | 3 BU.   | 2.50 LBS.              | 08/15 TO 11/30 | 2 IN.   |
| SUDAN     | 40 LBS. | 0.90 LBS.              | 04/01 TO 09/15 | 2 IN.   |
6. SEEDS SHALL BE BROADCAST BY AN APPROVED METHOD UNIFORMLY.
  7. SEEDING IMPLEMENTS SHALL BE USED AT RIGHT ANGLES TO THE GENERAL SLOPE TO MINIMIZE EROSION.
  8. 1 TO 3 MONTHS AFTER PLANTING, THE SEEDDED SITE SHALL BE TOP DRESSED WITH 8 POUNDS PER 1000 SQUARE FEET OR 350 POUNDS PER ACRE OF 33-0-0.
  9. AREAS WHICH DO NOT DEVELOP A SUFFICIENT COVER SHALL BE REPLANTED.
  10. THE SEEDDED AREA SHALL BE WATERED UNTIL THE GROWTH IS AT LEAST 1.5".



**LEGEND**

- 1210 EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- PR. MAJOR CONTOUR
- PR. MINOR CONTOUR
- SILT DIKE
- SILT FENCE
- EX. 100-YR FLOODPLAIN
- PROPOSED PERMANENT ROW SPRIGGING SEEDING
- PROPOSED PERMANENT SODDING

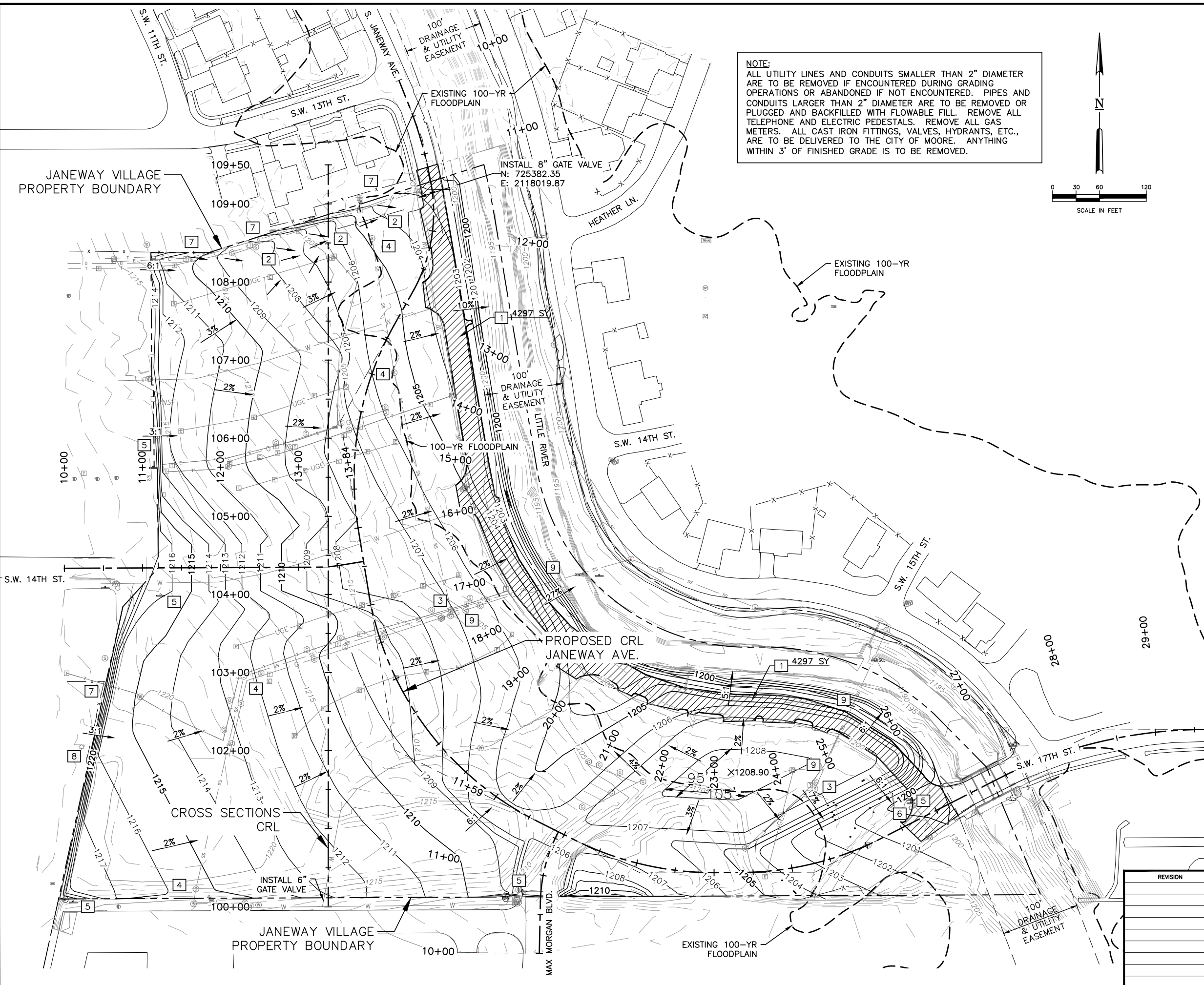
**PERMANENT EROSION CONTROL MEASURES**

BERMUDA GRASS SODDING SHALL BE USED AS PERMANENT VEGETATION TO CONTROL EROSION.

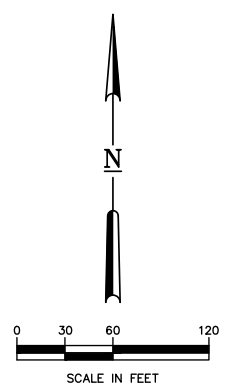
1. PRIOR TO SODDING, NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, BERMS, DIKES, SILT DIKES, ETC., SHALL BE INSTALLED.
  2. THE SUBGRADE SHALL BE LOOSENESED EVENLY TO A DEPTH OF 2 TO 3 INCHES AND 10-20-10 FERTILIZER (10 POUNDS PER 1000 SQUARE FOOT OR 450 POUNDS PER ACRE) SHALL BE MIXED WITH THE LOOSENESED SURFACE SOIL BY DISKING OR OTHER SUITABLE MEANS.
  3. THE AREA SHALL BE WATERED DAILY OR AS OFTEN AS NECESSARY TO MAINTAIN ADEQUATE SOIL MOISTURE UNTIL THE PLANTS GROW 1/2 TO 1 INCH. THEN, THE CONTRACTOR IS RESPONSIBLE FOR WATERING UNTIL THE END OF THE WARRANTY PERIOD, ONE YEAR AFTER THE DATE OF ACCEPTANCE. CONTRACTOR SHALL PROVIDE MOWING UNTIL ACCEPTANCE.
- ROW SPRIGGING SHALL BE USED AS PERMANENT VEGETATION TO CONTROL EROSION AS SHOWN IN THE PLANS USING ODOT SPECIFICATION 230.04.

<b>EROSION CONTROL</b>																																																										
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**NOTE:**  
 ALL UTILITY LINES AND CONDUITS SMALLER THAN 2" DIAMETER ARE TO BE REMOVED IF ENCOUNTERED DURING GRADING OPERATIONS OR ABANDONED IF NOT ENCOUNTERED. PIPES AND CONDUITS LARGER THAN 2" DIAMETER ARE TO BE REMOVED OR PLUGGED AND BACKFILLED WITH FLOWABLE FILL. REMOVE ALL TELEPHONE AND ELECTRIC PEDESTALS. REMOVE ALL GAS METERS. ALL CAST IRON FITTINGS, VALVES, HYDRANTS, ETC., ARE TO BE DELIVERED TO THE CITY OF MOORE. ANYTHING WITHIN 3' OF FINISHED GRADE IS TO BE REMOVED.



**LEGEND**

— 1210 —	EX. MAJOR CONTOUR
— — —	EX. MINOR CONTOUR
— 1215 —	PR. MAJOR CONTOUR
— 1214 —	PR. MINOR CONTOUR
- - - - -	PROJECT BOUNDARY
- - - - -	PROPOSED C.R.L.
- - - - -	100-YR FLOODPLAIN
→	DRAINAGE FLOW ARROW

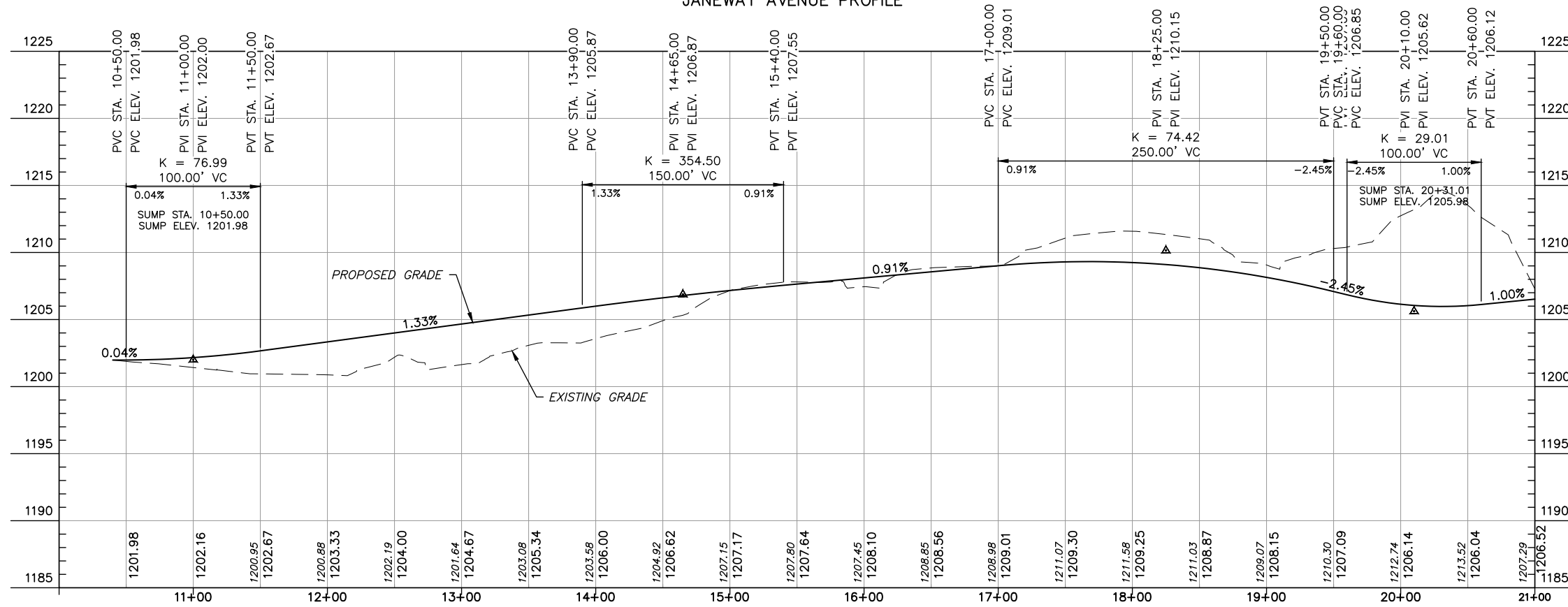
**CONSTRUCTION NOTES:**

1 XX.X SY	DEMO & REMOVE PAVEMENT	
2	GRADE DIKE & SWALE (SEE DETAIL 2, SHEET 3)	
3	ADJUST MANHOLE TO GRADE	
4	REMOVE MANHOLE	
5	REMOVE TRAFFIC SIGN	
6	REMOVE TRAFFIC LAMP	
7	PROTECT FENCE	
8	PROTECT TRAFFIC LAMP	
9	PROTECT SANITARY SEWER PIPE	

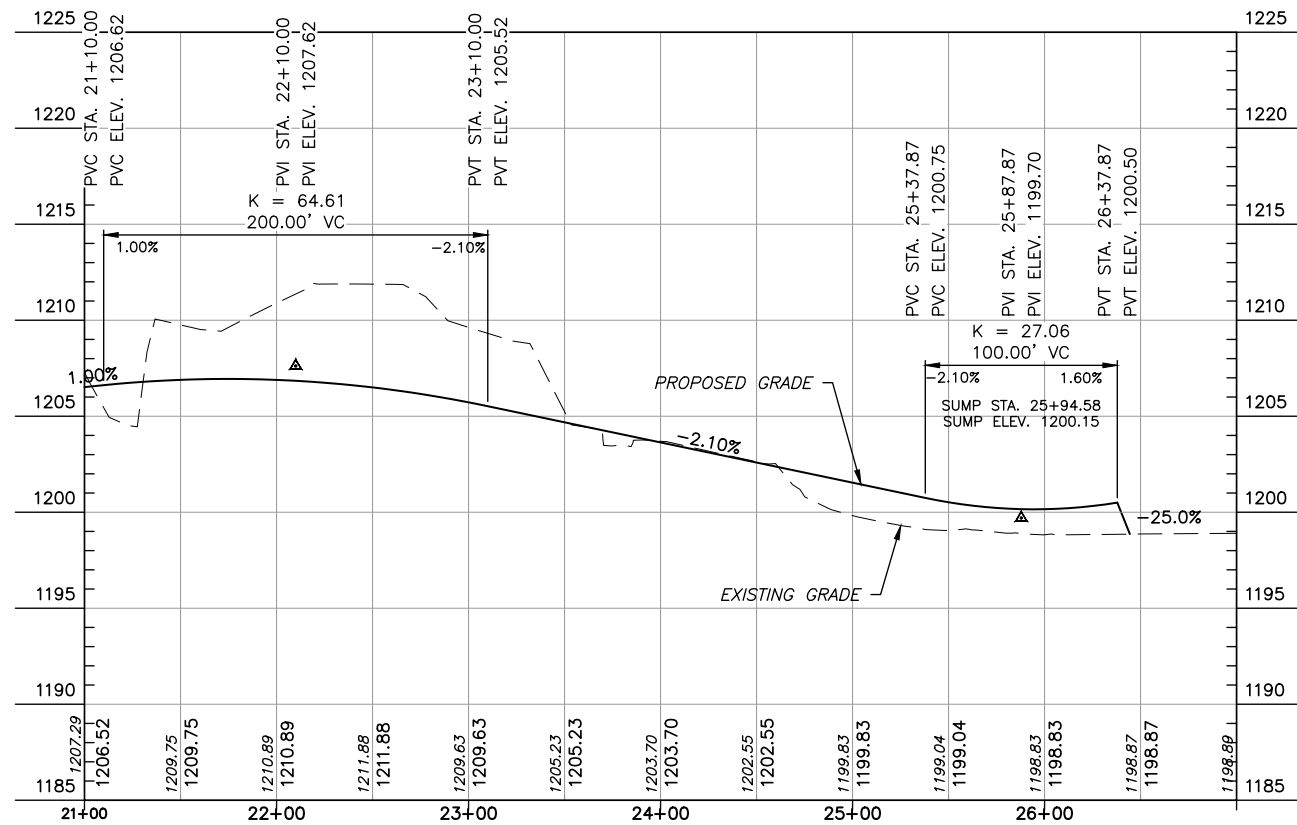
**BENCHMARK**  
 BM/CP-LLS1  
 1/2" I.P. W/ LEMKE CAP  
 N=726268.66  
 E=2117894.58  
 EL=1205.32

<b>SITE GRADING PLAN</b>			
<b>JANEWAY VILLAGE PRELIMINARY GRADING</b>			
<b>CITY OF MOORE</b>			
PLANS AND ESTIMATES PREPARED BY: <b>Meshek &amp; Associates, P.L.C.</b> 1437 S. Boulder Avenue, Suite 1550 Tulsa, OK 74119 (918)392-5620			
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PLAN SCALE	DRAWN	JTS 01/2017	PUBLIC WORKS DIRECTOR
1" = 60'	DESIGNED	BWF 01/2017	
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PROFILE SCALE	RECOMMENDED		DEPUTY DIRECTOR
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VERTICAL:	N/A		
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ATLAS PAGE NO.			SHEET 7 OF 18 SHEETS

JANEWAY AVENUE PROFILE

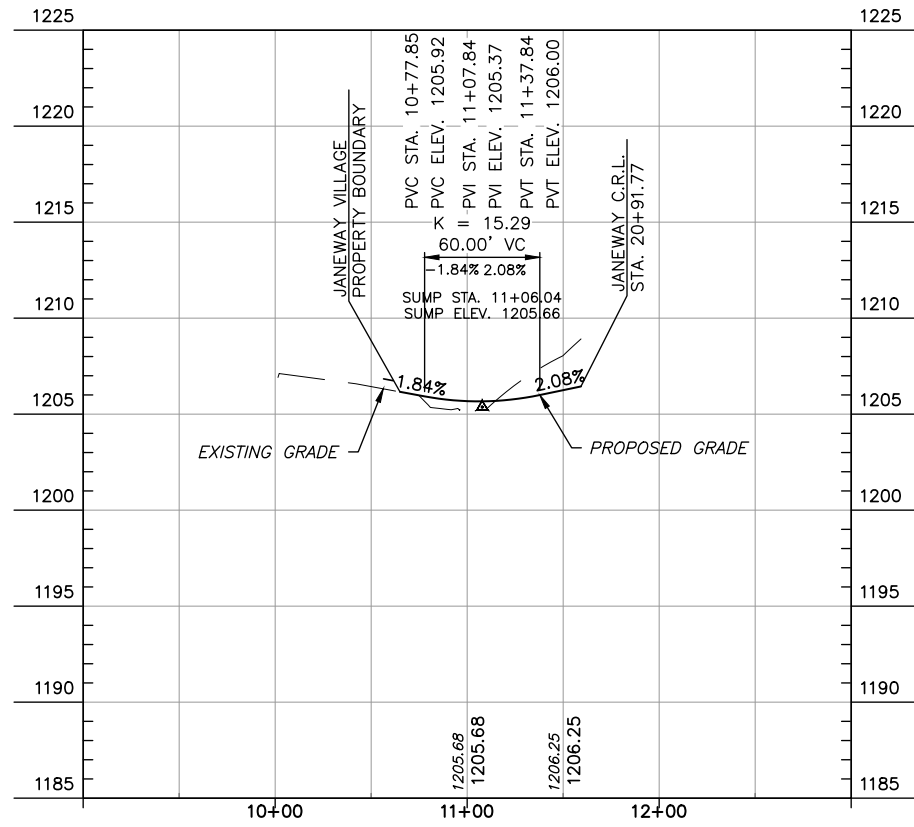


JANEWAY AVENUE PROFILE

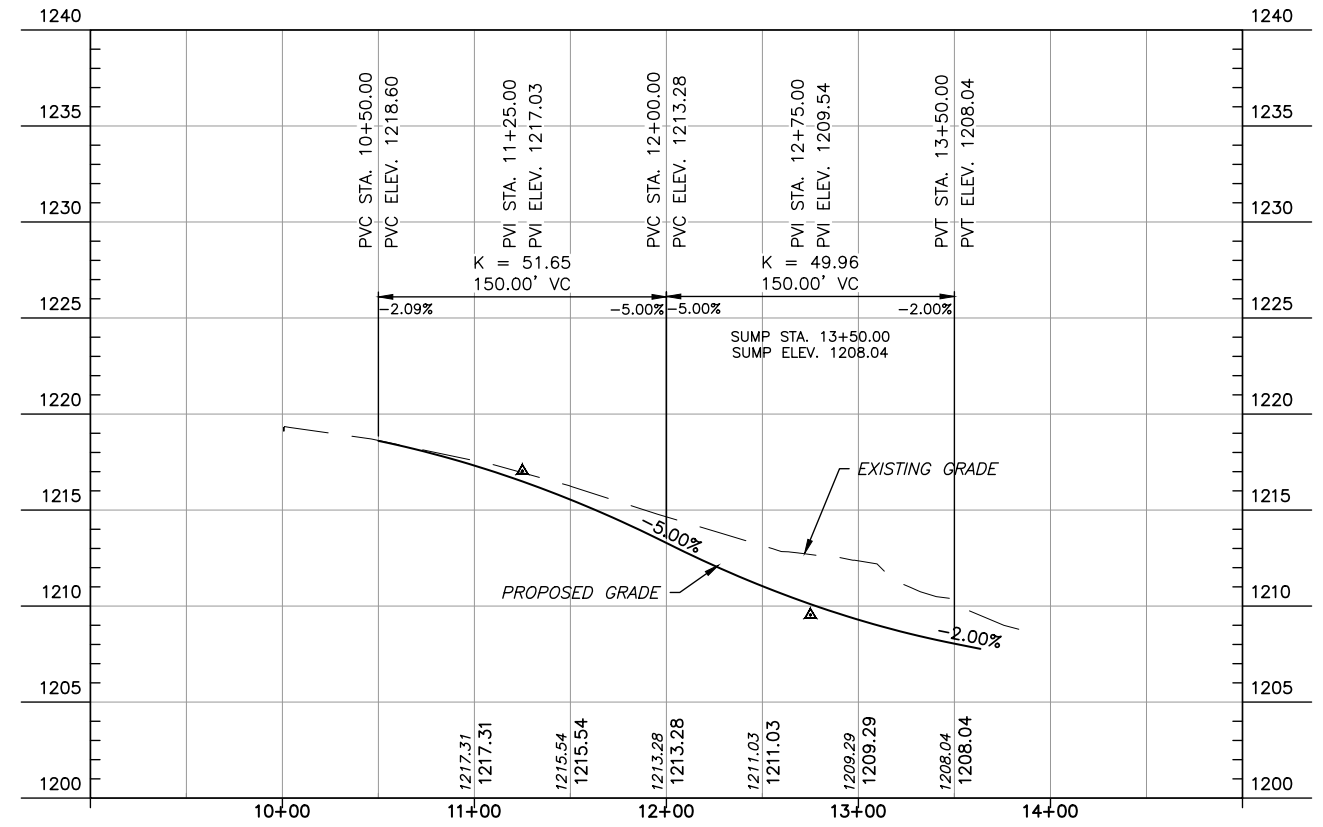


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HORIZONTAL:	RECOMMENDED		
1" = 50'	DEVELOPMENT SERVICES		
VERTICAL:	RECOMMENDED		PUBLIC WORKS DIRECTOR
1" = 5'	DEPUTY DIRECTOR		
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ATLAS PAGE NO.	SHEET 8 OF 18 SHEETS		

MAX MORGAN BLVD. PROFILE



14TH STREET PROFILE



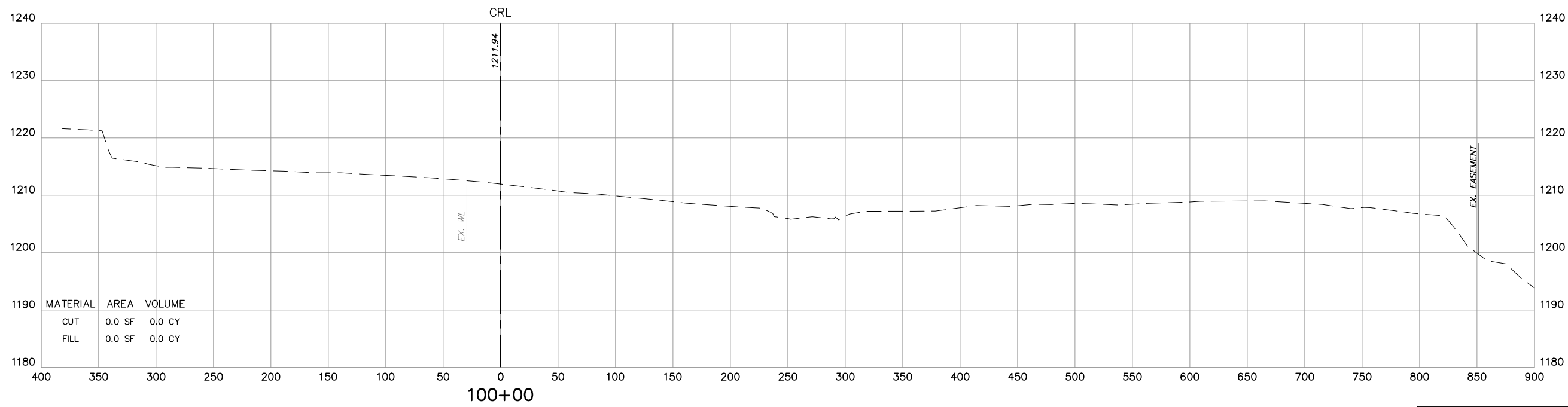
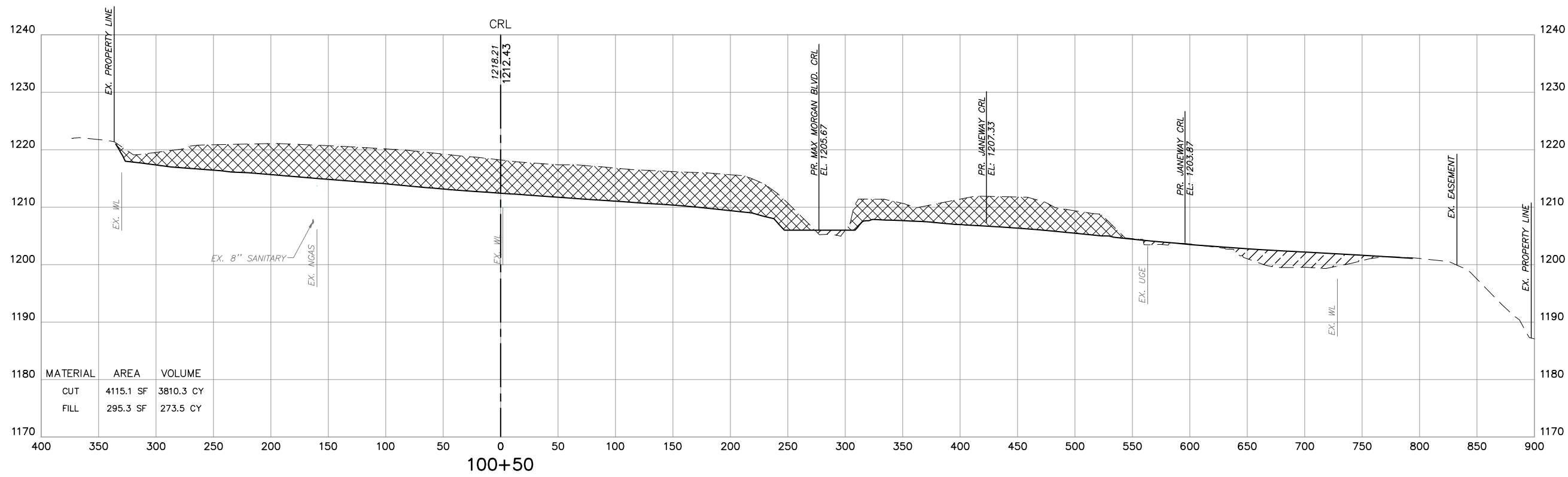
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14TH ST & MAX MORGAN BLVD  
PROFILES  
JANEWAY VILLAGE  
PRELIMINARY GRADING  
CITY OF MOORE

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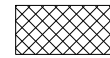

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MATERIAL	AREA	VOLUME
CUT	4115.1 SF	3810.3 CY
FILL	295.3 SF	273.5 CY

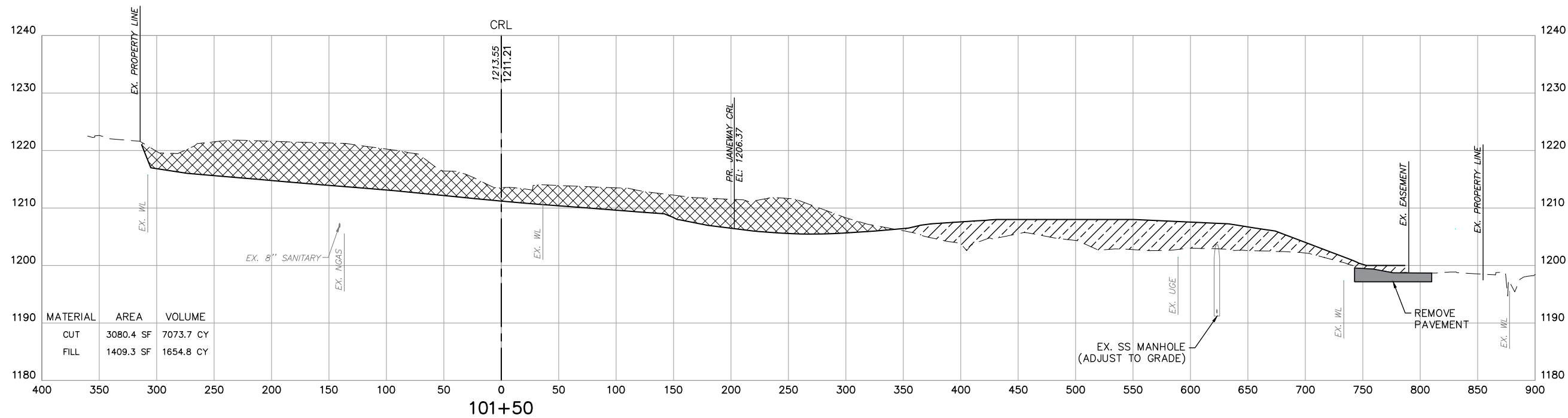
MATERIAL	AREA	VOLUME
CUT	0.0 SF	0.0 CY
FILL	0.0 SF	0.0 CY

 CUT  
 FILL - COMPACT TO 95% SPD

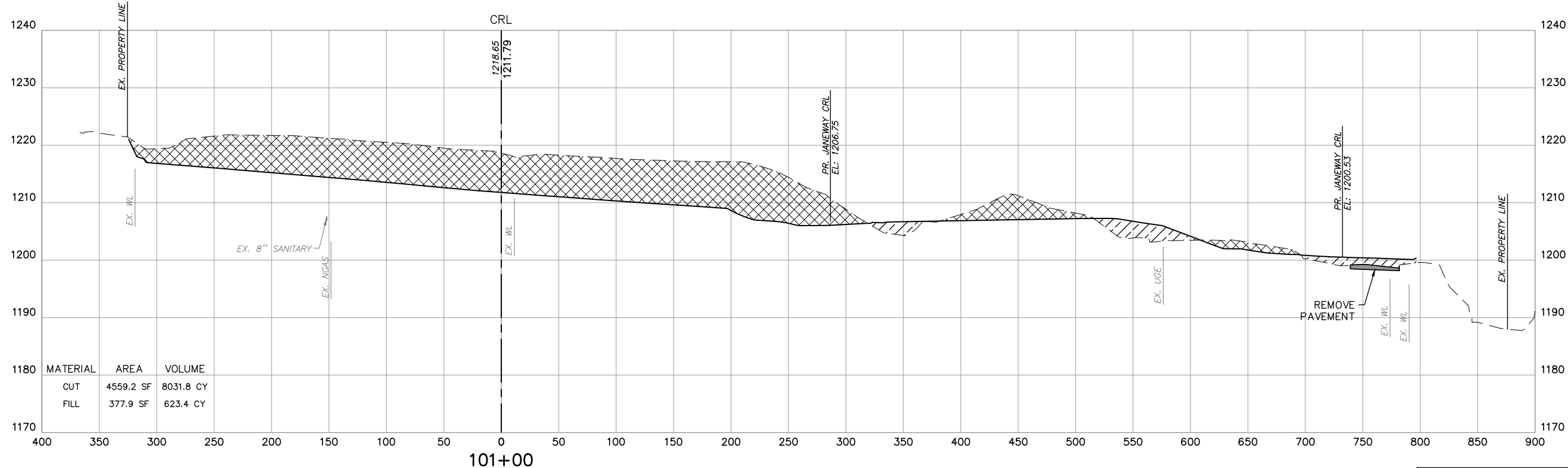
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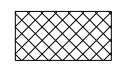
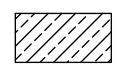
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MATERIAL	AREA	VOLUME
CUT	3080.4 SF	7073.7 CY
FILL	1409.3 SF	1654.8 CY



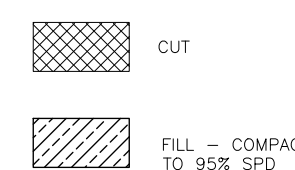
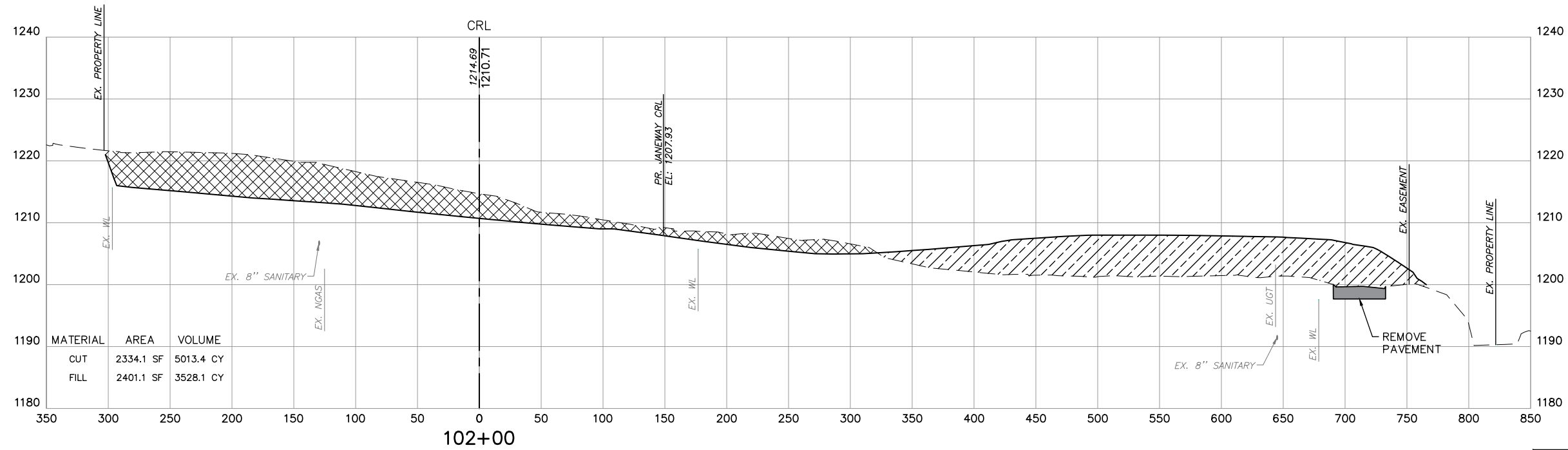
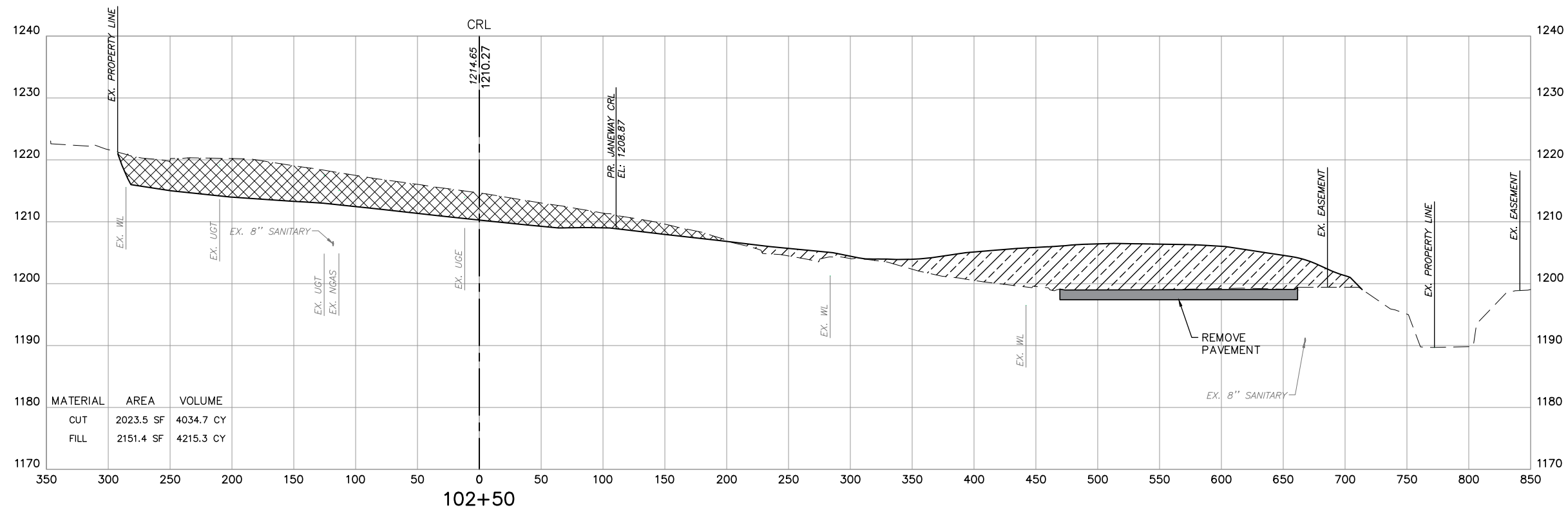
MATERIAL	AREA	VOLUME
CUT	4559.2 SF	8031.8 CY
FILL	377.9 SF	623.4 CY

 CUT  
 FILL - COMPACT TO 95% SPD

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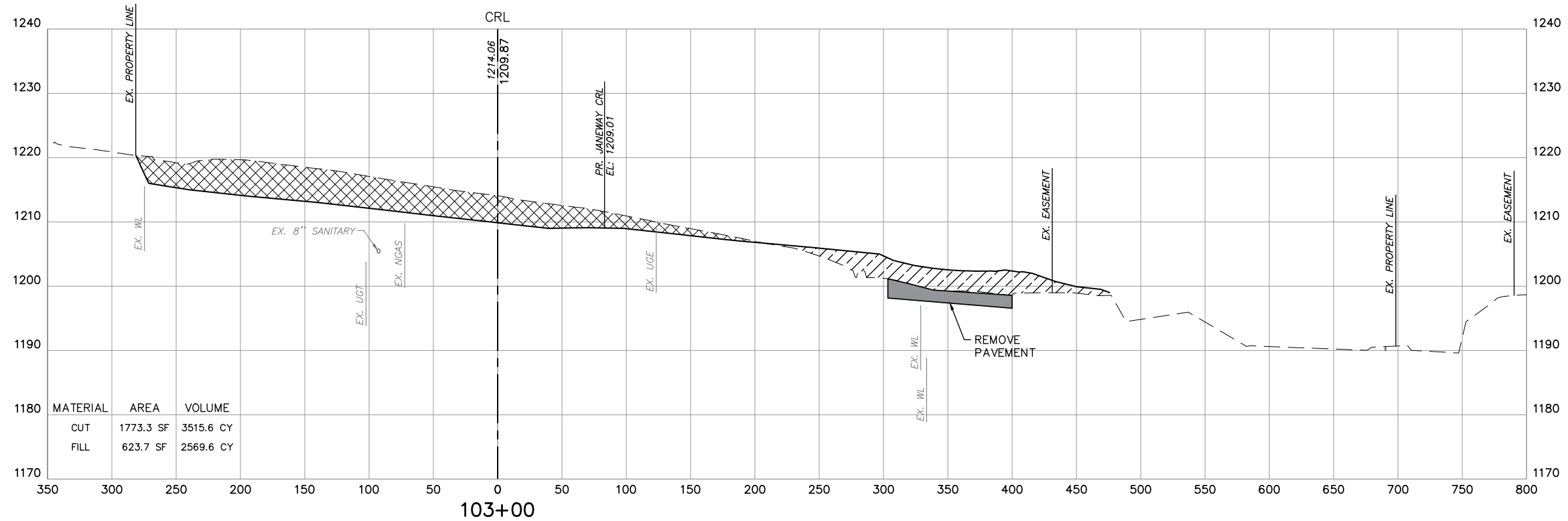
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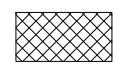
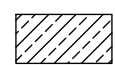
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PRINT DATE: 02/24/2017 M:\City\_of\_Moore\15MOR06\_Little\_River\_Redevelopment\_Area\Design\Drawings\15MOR06\_GRADING\_X\_SECTIONS\_50SCALE.dwg



MATERIAL	AREA	VOLUME
CUT	1773.3 SF	3515.6 CY
FILL	623.7 SF	2569.6 CY

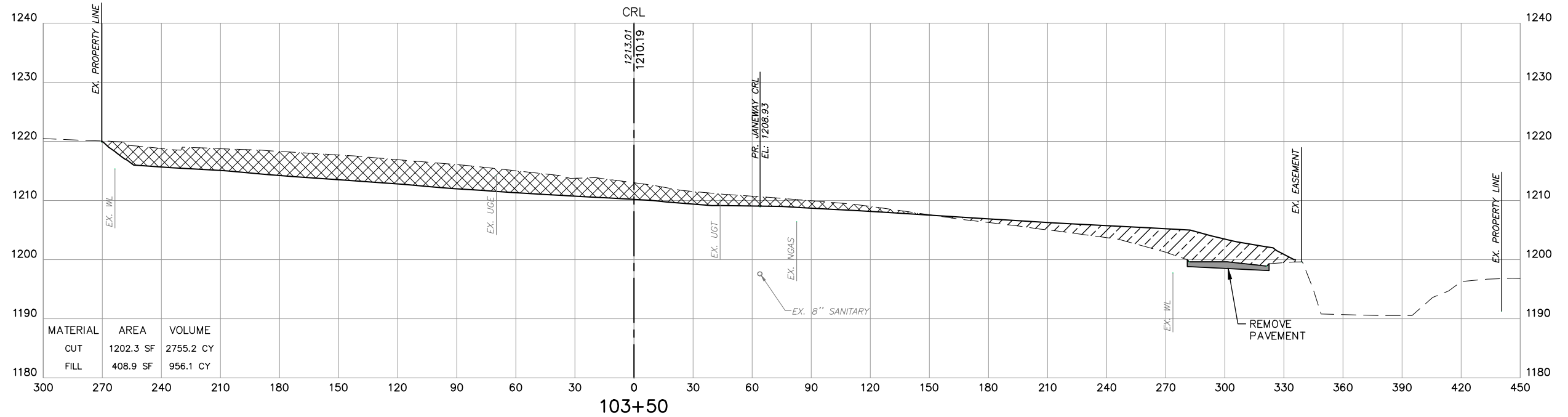
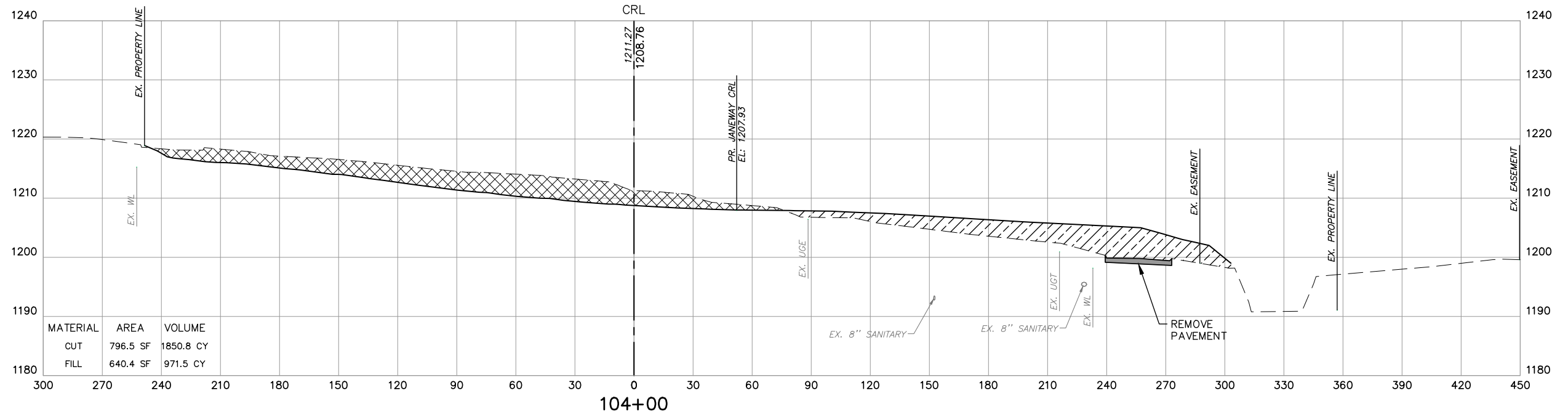
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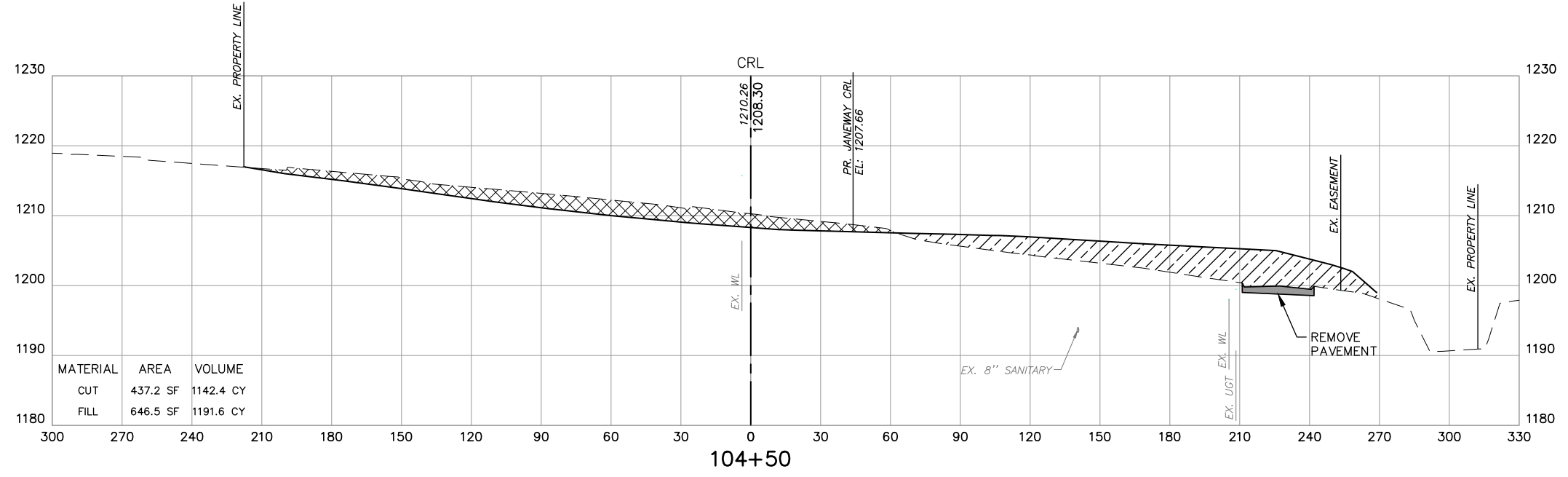
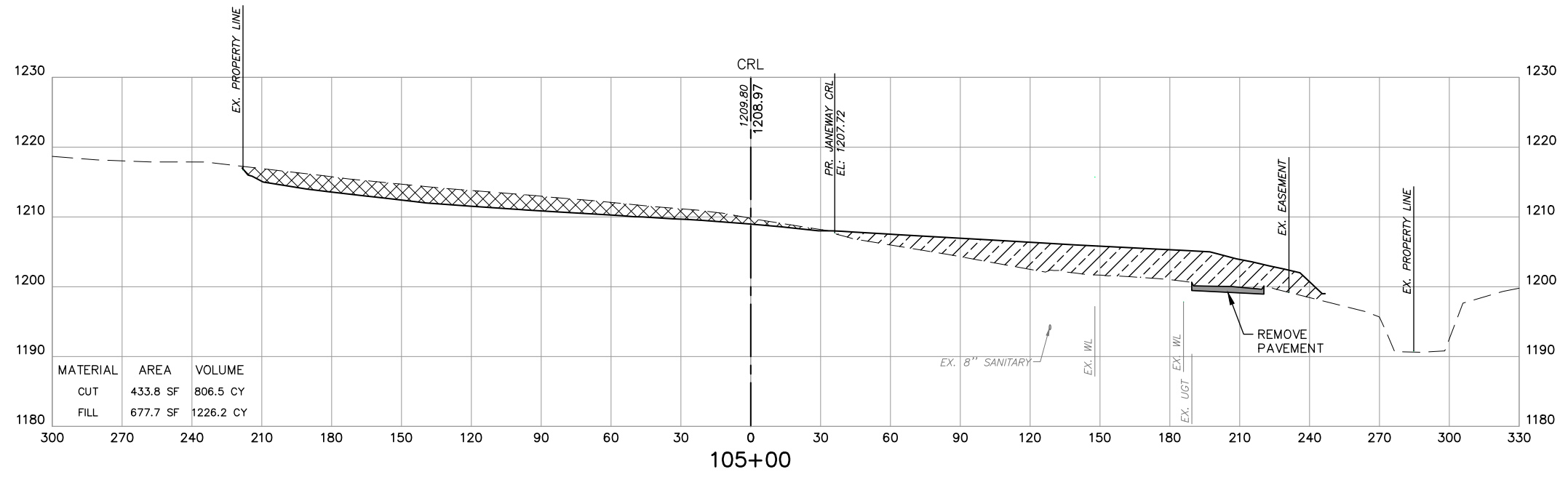


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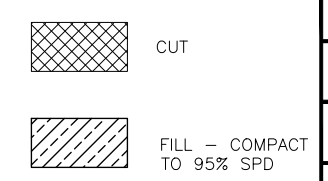
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MATERIAL	AREA	VOLUME
CUT	433.8 SF	806.5 CY
FILL	677.7 SF	1226.2 CY

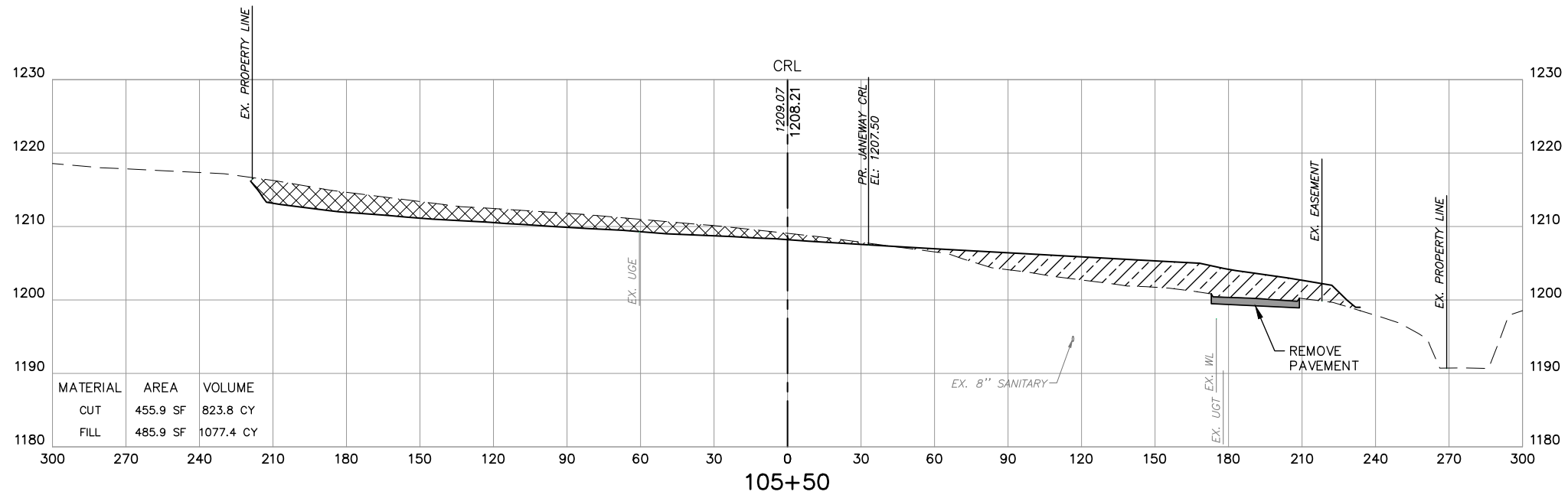
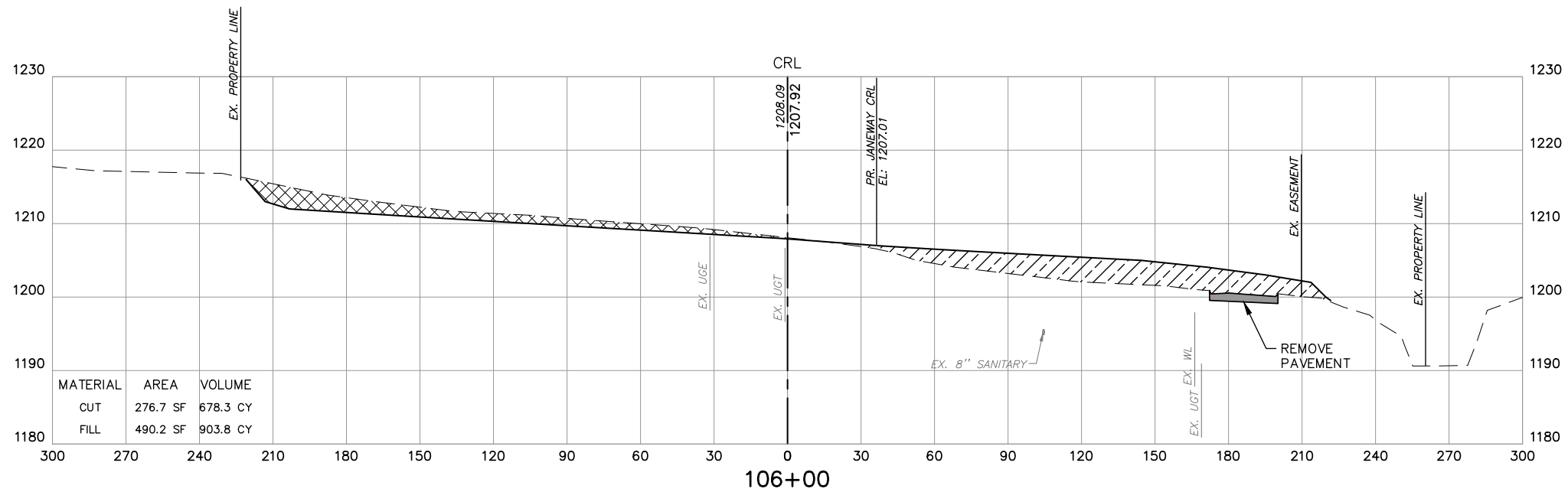
MATERIAL	AREA	VOLUME
CUT	437.2 SF	1142.4 CY
FILL	646.5 SF	1191.6 CY

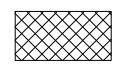
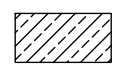


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VERTICAL:	RECOMMENDED		
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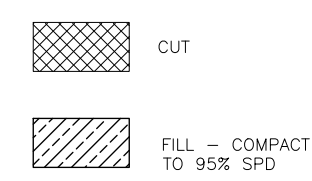
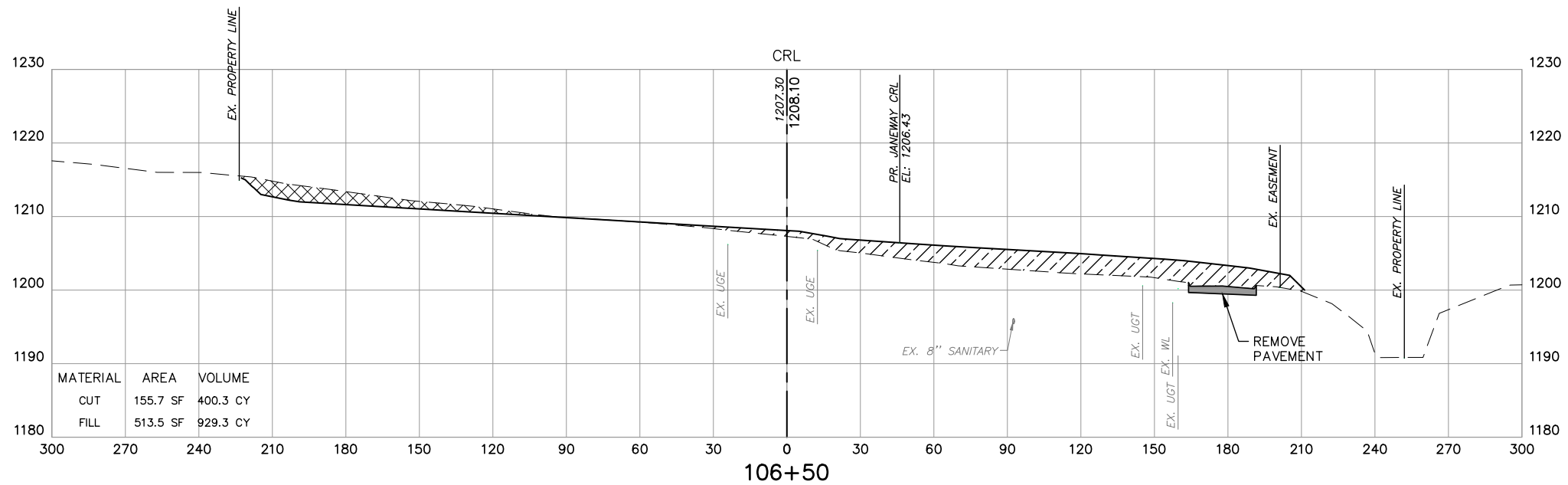
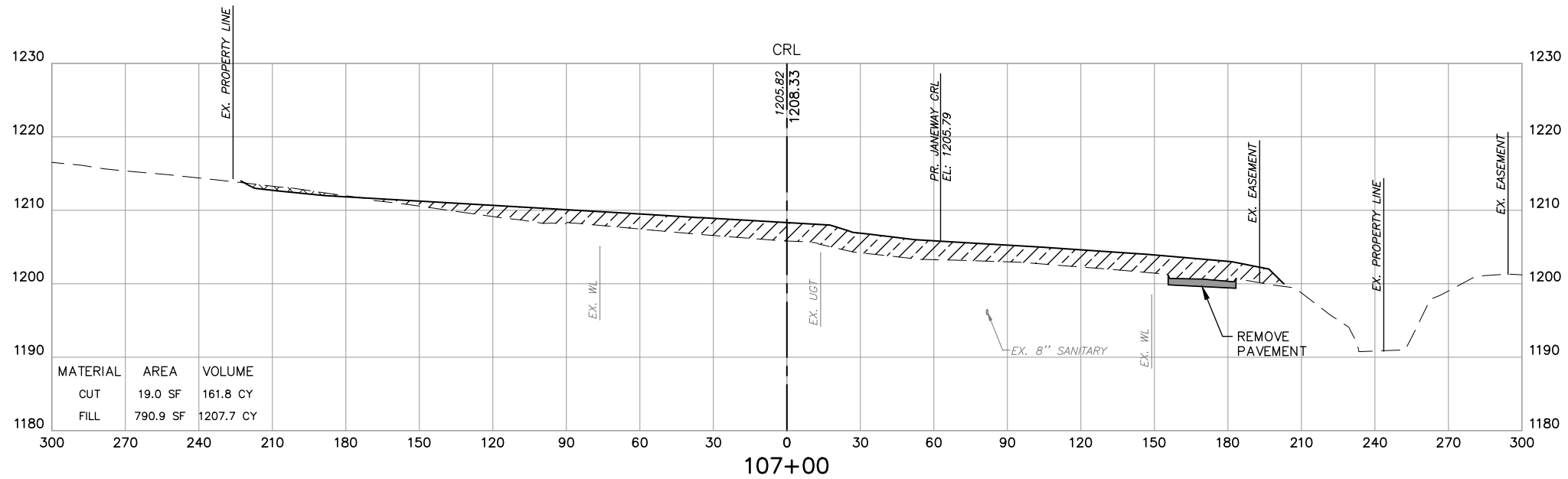


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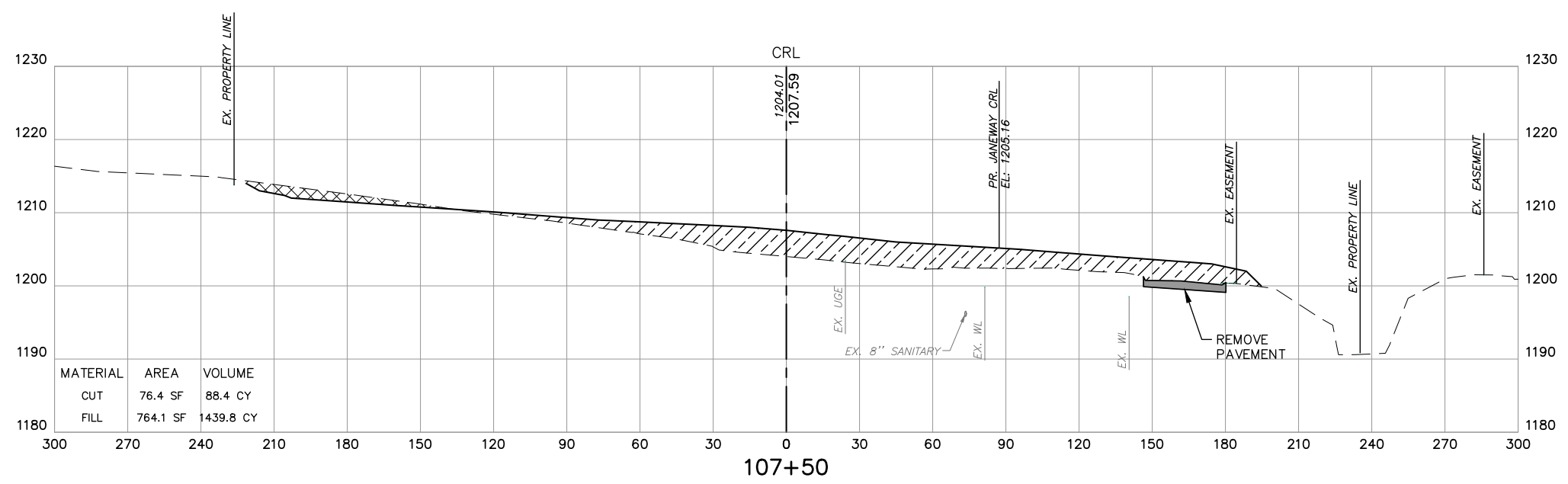
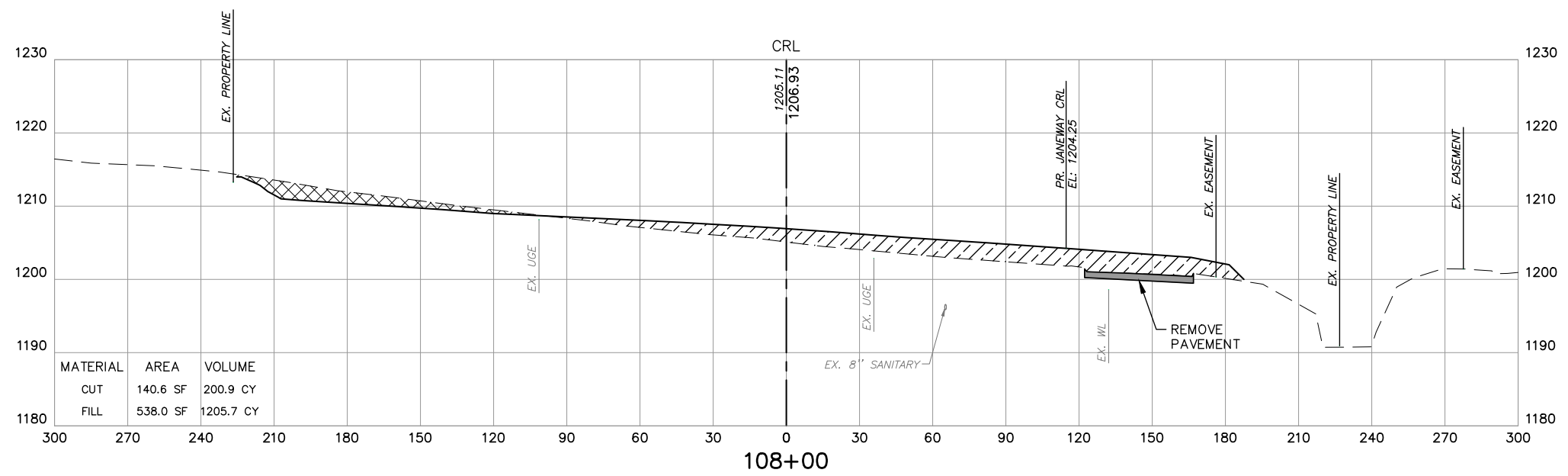
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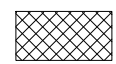
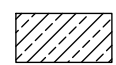


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VERTICAL: 1" = 10'	DEPUTY DIRECTOR		PUBLIC WORKS DIRECTOR
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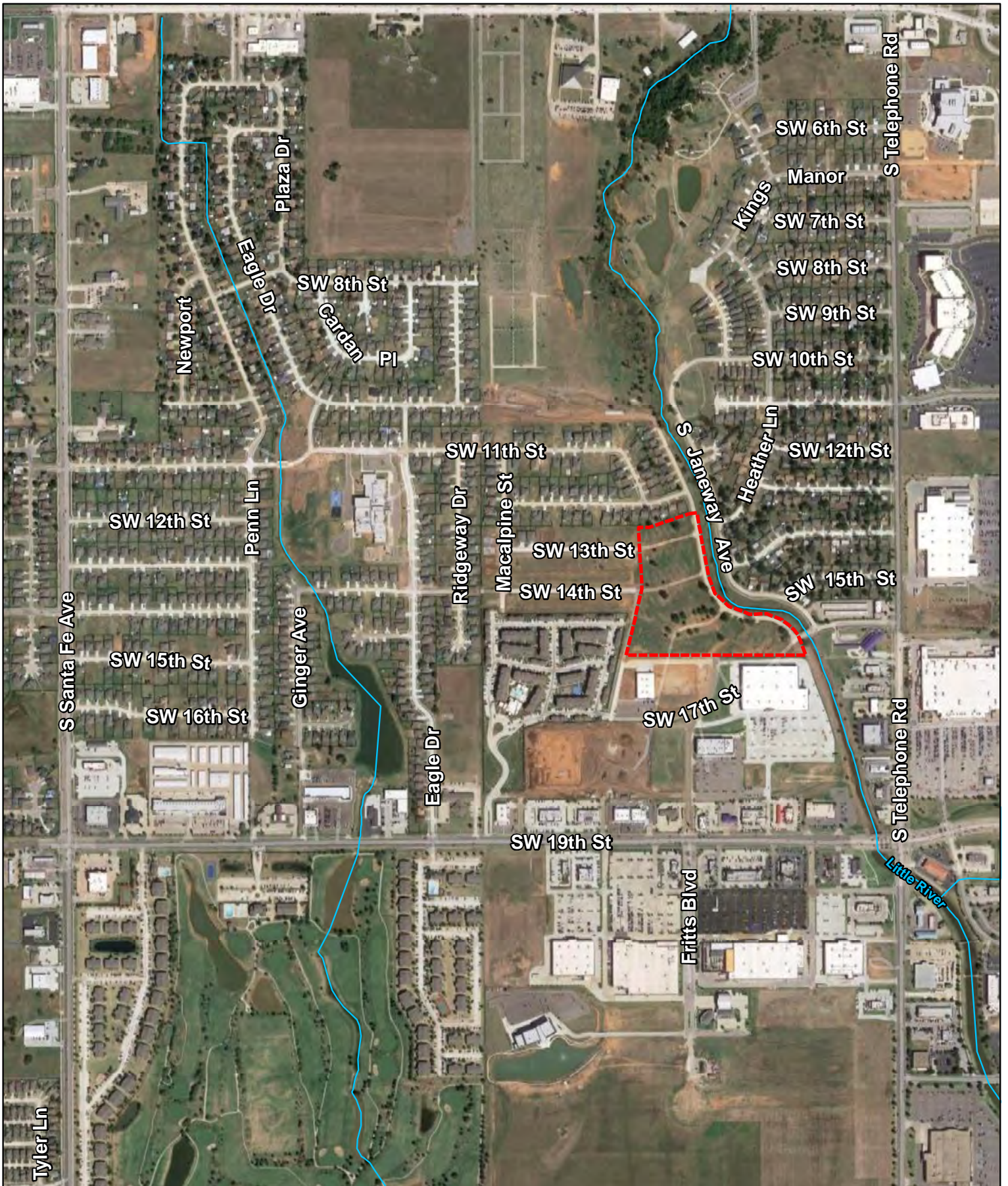
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N



0 400 800 Feet

**Little River  
Redevelopment Area  
Janeway Village Project Area**



Janeway Village Project Area



Streams

Exhibit C

**NON-COLLUSION AFFIDAVIT OF VENDOR**

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

COUNTY OF \_\_\_\_\_) SS.  
STATE OF \_\_\_\_\_)

**AFFIDAVIT**

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

and that:

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

\_\_\_\_\_  
(Officer or Agent)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
(Notary Public)

# Exhibit D: Byrd Amendment Certification

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

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

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

Signature	
Printed Name	
Position	
Date	



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

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

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

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

Signature	
Printed Name	
Position	
Date	

# Exhibit F:

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

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

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

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

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

Signature	
Printed Name	
Position	
Date	

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

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

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

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

Signature	
Printed Name	
Position	
Date	





## Exhibit H: Conflict of Interest Certification

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

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

Bidder Name	
Signature	
Printed Name	
Position	
Date	

## 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.

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**(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: OK170029 01/06/2017 OK29

Superseded General Decision Number: OK20160029

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 \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number: 0      Publication Date: 01/06/2017

\* ENGI0627-015 06/01/2016

Rates                      Fringes

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 28.05	12.58
Group 2.....	\$ 26.35	12.58
Group 3.....	\$ 25.80	12.58
Group 4.....	\$ 25.05	12.58
Group 5.....	\$ 24.55	12.58
Group 6.....	\$ 24.10	12.58
Group10.....	\$ 21.10	12.58

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

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 IRON0048-005 06/01/2013

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental).....	\$ 23.10	12.88

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 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

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 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](http://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)).

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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.

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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





# CONTRACT



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## BETWEEN THE CITY OF MOORE, OKLAHOMA AND

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## FOR ON-DEMAND CONSTRUCTION SERVICES

### 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

-(Company Name)------(Company Type)------(Address of Principal Offices)-----

WHEREAS, the City requires the services of (INSERT COMPANY NAME) (“the Contractor”) as an on-demand public works construction contractor to perform construction services as described herein;

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 (---(Month)----(Day)---(Year)---) through (---(Month)----(Day)---(Year)---);
  - 2) The term may be extended in increments of one year for up to five years from the initial Contract date upon the written agreement of the City and the Contractor;
  - 3) 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)

4) The Contract may be amended as provided for in Section 8: Modification or Amendment

## **Section 2: Scope of Services**

### **GENERAL**

1) The work will consist of a selected on-demand construction services contractor building various projects or construction tasks though out the City of Moore as task orders are issued by the Assistant City Manager or his designee. These municipal projects including but not limited to: various on-demand construction services such as roadway repairs, rehabilitation, reconstruction or new construction; sidewalk repair, reconstruction or new construction; multi-modal trail repair, reconstruction or new construction; storm water drainage repairs, reconstruction or new construction; traffic signal repair, rehabilitation and reconstruction; emergency construction services that would include snow/ice removal, storm damage debris collection and removal and emergency traffic control; and any other special projects as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore). Some projects will be federally funded by the Department of Housing and Urban Development (HUD) and will adhere to federal regulations. When assigned a construction project or construction task, the contractor or contractors will be required to provide cost estimates on these specific projects and cooperate with the city in meeting these estimates. The Contractor will provide all necessary construction crews with adequate staffing to complete assigned projects.

2) The Contractor shall provide all equipment to complete the assigned construction projects or construction tasks. 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.

3) All work and materials will comply with the current version of the City of Moore Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as “standard specifications”) and the City of Moore 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

**(INSERT SPECIFIC SCOPE OF SERVICES)**

## 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:

<b>Commercial Liability</b>	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
<b>Comprehensive Automobile Liability</b>	\$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	
<b>Workers’ Compensation</b>	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	
<b>Employer’s Liability</b>	\$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	
<b>Professional Liability (if applicable)</b>	\$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: Work Orders, Invoices, and Payment

### Work Orders

- 1) The Contractor will receive a Work Order from the City which will describe the scope of services specific to the construction project or task;
  - a. The Contractor will submit to the City a complete line item budget based on the Unit Prices in Appendix A;
  - b. The Contractor will submit to the City a schedule for completion;
- 2) The City will determine if the costs and schedule are reasonable and prudent;
- 3) The City will establish the start date for the project and provide the Contractor with a signed and dated Notice to Proceed;
  - 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.
- 4) The Work Order number shall be identified and included in all Invoices.

## Invoices

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

- 1) The Contractor agrees that the labor and materials costs for on-demand construction services shall be defined as the Unit Prices contained in [Appendix A](#);
- 2) 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](#)
- 3) 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
- 4) 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
- 5) 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;
- 6) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 7) For an Invoice to be considered "properly submitted":
  - a) The Invoice must be identified by Work Order Number, 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:  
Jared Jakubowski  
Capital Planning and Resiliency  
City of Moore  
301 N. Broadway  
Moore, Oklahoma 73160

To: (Name of Contractor) at:

(Name of Contractor)

(Address)

(City, State, Zip)

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, page 26 of 16 pages.

The City of Moore

BY: \_\_\_\_\_

Steve O Eddy, City Manager

DATE: \_\_\_\_\_

(Name of Contractor)

BY: \_\_\_\_\_

(Printed Name and Position)

DATE \_\_\_\_\_

## APPENDIX A: UNIT PRICES

(CHANGE AS APPLICABLE)

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
200	00	Unclassified Excavation	C.Y.	
200	01	Unsuitable Material Excavation	C.Y.	
201	00	Embankment	C.Y.	
202	00	Borrow	C.Y.	
211	00	Dewatering	L.SUM	
212	01	Trench Excavation & Backfill (0' to 10')	L.F.	
212	07	Structural Excavation	C.Y.	
213	01	Crushed Rock Foundation	C.Y.	
213	03	Crushed Rock Foundation(Crusher Run)(1.5")	C.Y.	
215	07	Crushed Rock (3")	TON	
215	08	Rock Backfill	TON	
220	00	Subgrade	S.Y.	
221	00	Natural Soil Base	TON	
222	01	Fly Ash	TON	
222	02	Lime	TON	
222	03	Cement Kiln Dust	TON	
222	04	Portland Cement	TON	
222	05	Cementitious Stabilized Subgrade	S.Y.	
225	00	Aggregate Base (Type A)	C.Y.	
225	03	Aggregate Base (Type B)	C.Y.	
301	28	Asphalt Concrete Type A (PG 64-22)	TON	
301	31	Asphalt Concrete Type A (PG 70-28)	TON	
301	32	Asphalt Concrete Type B (PG 64-22)	TON	
301	33	Asphalt Concrete Type B (PG 70-28)	TON	
302	04	RHM-Asphaltic Concrete Leveling Course	TON	
304	02	Approach Slabs	S.Y.	
304	04	Portland Cement Concrete Pavement (6")	S.Y.	
304	06	Portland Cement Concrete Pavement (8")	S.Y.	
304	07	Portland Cement Concrete Pavement (8")(Dowel Jointed)	S.Y.	
305	00	Curb & Gutter (2'-8")(6" Barrier)	L.F.	
305	01	Curb & Gutter (2'-8")(8" Barrier)	L.F.	
305	02	Integral Curb (6 Inches)	L.F.	

305	04	Integral Curb (Barrier)(8 Inches)	L.F.	
306	03	High Early Strength Concrete Pavement W/2" AC	S.Y.	
306	04	High Early Strength Concrete Pavement (6")	S.Y.	
309	00	Cold Milling Pavement	S.Y.	
309	03	Haul Out Milled Pavement	S.Y.	
310	00	Concrete Joint Rehabilitation	S.Y.	
310	01	Cleaning & Filling Joints & Cracks	L.F.	
312	00	Diamond Grinding	S.Y.	
313	00	Tack Coat	GAL.	
314	00	Brick Pavers(SP)	S.F.	

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
403	01	Channel Liner	S.Y.	
403	02	Channel Liner (Transition)	S.Y.	
404	01	Concrete Class A	C.Y.	
404	06	Structural Concrete (Retaining Wall)(Type I A)	L.F.	
404	07	Structural Concrete (Retaining Wall)(Type I B)	L.F.	
404	08	Structural Concrete (Retaining Wall)(Type I C)	L.F.	
404	09	Structural Concrete (Retaining Wall)(Type II A)	L.F.	
404	10	Structural Concrete (Retaining Wall)(Type II B)	L.F.	
404	11	Structural Concrete (Retaining Wall)(Type II C)	L.F.	
404	12	Structural Concrete (Retaining Wall)(Type III A)	L.F.	
404	13	Structural Concrete (Retaining Wall)(Type III B)	L.F.	
404	14	Structural Concrete (Retaining Wall)(Type III C)	L.F.	
404	15	Concrete Class AA	L.F.	
451	01	(CGMP) Storm Sewer (18 In.)	L.F.	
451	02	(CGMP) Prefab End Section (18 In.)	Ea.	
451	05	(CGMP) Storm Sewer (24 In.)	L.F.	
451	06	(CGMP) Prefab End Section (24 In.)	Ea.	
453	00	Reinforced Concrete Pipe (18 Inches)	L.F.	
453	01	Reinforced Concrete Pipe (24 Inches)	L.F.	
453	02	Reinforced Concrete Pipe (36 Inches)	L.F.	
453	04	Reinforced Concrete Pipe (48 Inches)	L.F.	
453	05	Reinforced Concrete Pipe (54 Inches)( "O" Ring)	L.F.	
453	06	Reinforced Concrete Pipe (60 Inches)("O" Ring)	L.F.	
453	12	Reinforced Concrete Pipe 18 Inches "O" Ring	L.F.	
453	13	Reinforced Concrete Pipe 24 Inches "O" Ring	L.F.	
453	14	Reinforced Concrete Pipe 36 Inches "O" Ring	L.F.	
453	15	Reinforced Concrete Pipe 48 Inches "O" Ring	L.F.	
453	19	Reinforced Concrete Pipe End Section (18 Inches)	Ea.	

453	25	Reinforced Concrete Pipe End Section (24 Inches)	Ea.	
453	28	Reinforced Concrete Pipe End Section (48 Inches)	Ea.	
453	33	Reinforced Concrete Pipe End Section (36 Inches)	Ea.	
453	57	Reinforced Concrete Pipe End Section (54 Inches)	Ea.	
453		Reinforced Concrete Pipe End Section (60 Inches)	Ea.	
454	01	Manhole (4' Dia.)	Ea.	
454	03	Manhole (6' Dia.)	Ea.	
454	04	Manhole (5' Dia.)	Ea.	
454	05	Manhole Added Depth (4' Dia.)	V.F.	
454	06	Manhole Added Depth (5' Dia.)	V.F.	
454	07	Manhole Added Depth (6' Dia.)	V.F.	
454	30	Junction Box (6' X 6')	V.F.	

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
454	34	Design 2-0 Inlet Complete in Place	Ea.	
454	37	Design 2-1 Inlet Complete in Place	Ea.	
454	38	Design 2-2 Inlet Complete in Place	Ea.	
454	45	Design 2-3 Inlet Complete in Place	Ea.	
454	63	Grated Street Inlet	Ea.	
454	65	Design 2-5 Inlet Complete in Place	Ea.	
454	66	Box Type Inlet (4' x 4')	Ea.	
454	72	Design 2-4 Inlet Complete in Place	Ea.	
454	80	Junction Box (10' x 10')	Ea.	
456	01	Removing Manhole	Ea.	
459	01	Adjust Manhole to Grade	Ea.	
460	00	Setting New Manhole Ring & Cover	Ea.	
464	01	HDPE Pipe (18 In.)(SP)	L.F.	
464	02	HDPE Pipe (24 In.)(SP)	L.F.	
464	04	HDPE Pipe (36 In.)(SP)	L.F.	
464	06	HDPE Pipe (48 In.)(SP)	L.F.	
464	07	HDPE Pipe (54 In.)(SP)	L.F.	
464	08	HDPE Pipe (60 In.)(SP)	L.F.	
511	05	Water Service Line Short (1")	Ea.	
511	06	Water Service Line Long (1")	Ea.	
511	08	Water Service Line Short (1-1/2")	Ea.	
511	09	Water Service Line Long (1 1/2")	Ea.	
511	11	Water Service Line Short (2")	Ea.	
511	12	Water Service Line Long (2")	Ea.	
511	24	Water Service Line Short (5/8")	Ea.	
511	25	Water Service Line Long (5/8")	Ea.	

512	00	Meter Relocation (5/8")	Ea.	
512	01	Meter Relocation (1")	Ea.	
512	02	Meter Relocation (1 1/2")	Ea.	
512	03	Meter Relocation (2")	Ea.	
520	03	Valve Box Adjust to Grade	Ea.	
710	00	Vehicle Actuated Traffic Signal Control Assembly	Ea.	
711	01	Video Detection System (SP)	Ea.	
712	00	Solid State Digital Inductive Loop Vehicle Detector	L.Sum	
712	01	E.P.S. Optical Detector	Ea.	
712	02	E.P.S. 2 Channel Phase Selector	Ea.	
713	04	1 1/2" Traffic Signal Conduit Trenched	L.F.	
713	05	1 1/2" Traffic Signal Conduit (Bored)	L.F.	
713	06	1 " Traffic Signal Conduit Trenched	L.F.	
713	07	1" Traffic Signal Conduit (Bored)	L.F.	

UNIT PRICES				
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
713	08	2 " Traffic Signal Conduit Trenched	L.F.	
713	09	2" Traffic Signal Conduit (Bored)	L.F.	
713	10	3 " Traffic Signal Conduit Trenched	L.F.	
713	11	3" Traffic Signal Conduit (Bored)	L.F.	
714	00	(21) Conductor Traffic Signal Electrical Cable	L.F.	
714	01	Two Conductor Shielded Loop Detector Lead-In Cable	L.F.	
714	04	(5) Conductor Traffic Signal Electrical Cable	L.F.	
714	05	(15) Conductor Traffic Signal Electrical Cable	L.F.	
714	06	(2) Conductor Traffic Signal Electrical Cable	L.F.	
714	07	(7) Conductor Traffic Signal Electrical Cable	L.F.	
714	08	(9) Conductor Traffic Signal Electrical Cable	L.F.	
714	09	(12) Conductor Traffic Signal Electrical Cable	L.F.	
714	10	(1 Conductor)(AWG No. 6) Electrical Conductor	L.F.	
714	11	(1 Conductor)(AWG No. 10) Electrical Conductor	L.F.	
714	14	Loop Wire 14 AWG (Type XHHW)	L.F.	
715	01	Three (3) Section One Way Traffic Signal Head	Ea.	
715	02	Four (4) Section One Way Traffic Signal Head	Ea.	
715	03	Five (5) Section One Way Traffic Signal Head	Ea.	
717	00	Pedestrian Signal Head	Ea.	
722	00	Pedestrian Push Button and Sign	Ea.	
722	01	Pedestrian Push Button and Pole	Ea.	
724	03	Pole and Specified 20' Mast Arm(S)(Installed)	Ea.	
724	04	Pole and Specified 25' Mast Arm(S)(Installed)	Ea.	
724	05	Pole and Specified 30' Mast Arm(S)(Installed)	Ea.	

724	06	Pole and Specified 35' Mast Arm(S)(Installed)	Ea.	
724	07	Pole and Specified 40' Mast Arm(S)(Installed)	Ea.	
724	08	Pole and Specified 45' Mast Arm(S)(Installed)	Ea.	
724	09	Pole and Specified 50' Mast Arm(S)(Installed)	Ea.	
724	10	Pole and Specified 55' Mast Arm(S)(Installed)	Ea.	
724	19	Pole and Specified 20' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	20	Pole and Specified 25' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	21	Pole and Specified 30' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	22	Pole and Specified 35' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	23	Pole and Specified 40' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	67	Pedestal Pole with 8' Mounting Height	Ea.	
724	68	Pedestal Pole with 10' Mounting Height	Ea.	
725	00	Structural Concrete	C.Y.	
725	01	Reinforcing Steel	LBS.	
726	00	Pull Box TypeI	Ea.	
726	01	Pull Box TypeII	Ea.	

UNIT PRICES				
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
727	00	Roadway Luminaire (250 Watt HPS)	Ea.	
728	00	School Flashers	Ea.	
729	00	Sheet Aluminum Panel Signs	S.F.	
729	02	Mast Arm Mounted Signs	S.F.	
729	10	Remove and Relocate Sign	Ea.	
729	11	Remove Existing Sign	Ea.	
732	00	Galvanized Steel Sign Post	Ea.	
733	00	Square Steel Sign Post	Ea.	
734	00	Traffic Stripe (Paint)	L.F.	
735	00	Traffic Stripe (Plastic)(4 Inch Wide)	L.F.	
735	01	Traffic Stripe (Plastic)(Arrows)(Single)	L.F.	
735	02	Traffic Stripe (Plastic)(Arrow)(Double)	Ea.	
735	03	Traffic Stripe (Plastic)(Words)	Ea.	
735	04	Traffic Stripe (Plastic)(Symbols)	Ea.	
736	00	Traffic Stripe (Plastic Tape)(4 Inch Wide)	L.F.	
736	01	Traffic Stripe (Plastic Tape)(Arrow)(Single)	L.F.	
736	02	Traffic Stripe (Plastic Tape)(Arrows)(Double)	Ea.	
736	03	Traffic Stripe (Plastic Tape)(Words)	Ea.	
736	04	Traffic Stripe (Plastic Tape)(Symbols)	Ea.	
736	06	Construction Traffic Stripe (Paint)( 4 Inch Wide)	L.F.	
736	07	Construction Traffic Stripe (Paint)( Arrow)( Single)	L.F.	
736	08	Construction Traffic Stripe (Paint)( Arrows)(Double)	Ea.	



736	09	Construction Traffic Stripe (Paint)(Words)	Ea.	
736	10	Construction Traffic Stripe (Paint)( Symbols)	Ea.	
736	11	Construction Traffic Stripe (Paint)( 8 Inch Wide)	Ea.	
737	00	12" Wide Crosswalk Striping	L.F.	
738	06	Pavement Markers, Type 2-1 (Flex Tab)	Ea.	
738	07	Pavement Markers, Type 2-2 (Flex Tab)	Ea.	
738	08	Remove Pavement Marking (Stripe)	Ea.	
738	09	Remove Pavement Marking (Arrows)	Ea.	
738	10	Remove Pavement Marking (Words)	Ea.	
738	11	Remove Pavement Marking (Symbols)	Ea.	
740	02	Arrow Display (Type C)	S.D.	
740	03	Construction Signs (0 To 6.25 SF)	S.D.	
740	04	Construction Signs (6.26 To 15.99 SF)	S.D.	
740	05	Construction Signs (16.0 To 32.99SF)	S.D.	
740	06	Construction Signs (33.0 SF and Over)	S.D.	
740	07	Construction Barricades (Type I)	S.D.	
740	08	Construction Barricades (Type II)	S.D.	
740	09	Construction Barricades (Type III)	S.D.	

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
740	10	Warning Lights (Type A)	S.D.	
740	11	Warning Lights (Type C)	S.D.	
740	12	Drums	S.D.	
740	13	Tube Channelizers	S.D.	
740	14	Channelizers Cones	S.D.	
741	00	Optical Detector Cable	L.F.	
742	00	Portable Changeable Message Sign	S.D.	
801	00	Construction Staking (Construction Survey)	L.SUM	Ea.
809	00	Mobilization (SP)	L.Sum	
809	01	Mobilization (Emergency)(SP)	L.Sum	
811	15	Structure Removal (Retaining Wall)	L.F.	
811	16	Structure Removal (Concrete Flume)	L.F.	
811	19	Remove Exist. Headwall & Wingwall	Ea.	
811	22	Structure Removal (Junction Box)	L.F.	
812	01	Remove Sidewalk (Width)	S.Y.	
812	02	Remove Curb & Gutter	L.F.	
812	03	Concrete Pavement Removal	S.Y.	
812	04	Asphalt Pavement Removal	S.Y.	
813	00	Remove Driveway	S.Y.	
814	01	Pavement Cut & Repair (Asphalt)	S.Y.	

814	02	Pavement Cut & Repair (Concrete)	S.Y.	
814	07	Pothole Patching	S.Y.	
815	00	Remove Alley Paving (Type)	S.Y.	
818	01	Base Repair (Asphalt)	S.Y.	
818	02	Base Repair (Concrete)	S.Y.	
820	00	Sawcut Pavement (Loops)	L.F.	
820	01	Sawcut Pavement	L.F.	
823	00	Sidewalk (5')	S.Y.	
823		Sidewalk (4')	S.Y.	
823		Sidewalk (6')	S.Y.	
823	03	6" P.C. Conc. Driveay (HES)	S.Y.	
823	06	Portland Cement Concrete Pavement(8")(Stamped)(SP)	S.Y.	
823	07	Portland Cement Concrete Pavement(6")(Stamped)(SP)	S.Y.	
824	01	Temporary Surface Course (TBSC)	Ton	
824	03	Temporary Striping	L.F.	
824	04	Temporary Surfacing (Asphalt)	Ton	
825	00	12" (Type 1) Plain Riprap	Ton	
825	01	(18" Dia.) Plain Riprap	C.Y.	
825	02	3" (Type) Filter Blanket	Ton	
826	04	Handrail (Steel)(3")	L.F.	

**UNIT PRICES**

<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
826	08	Perforated Underdrain Pipe(6")	L.F.	
826	09	Non-Perforated Underdrain Pipe(6")	L.F.	
827	00	Beam-Type Guardrail(Single)	L.F.	
827	02	Guardrail Anchor Unit, Type "A" (See Std. GRAU-1-1)	EA.	
828	08	Remove & Replace Fence-Type II(4' Chain Link)	L.F.	
828	12	Remove & Replace Security Gate (6' Wooden)	L.F.	
828	15	Remove & Replace Fence- Type III (6' Wood Panel)	L.F.	
830	00	Wheelchair Ramp	S.Y.	
830	01	Tactile Markers/Truncated Domes	S.F.	
840	04	Solid Slab Sodding (U-3 Bermuda)	S.Y.	
846	02	Remove & Replace Lawn Irrigation Pipe(1/2" to 2" Dia. PVC)	L.F.	
846	03	Remove & Replace Lawn Irrigation Head	Ea.	
900	02	Rock Bag Inlet Barrier	L.F.	
900	03	Filter Fabric Silt Fence- Complete In Place	L.F.	
900	04	Silt Dike	L.F.	
900	10	Construction Entrance	EA.	
988	00	Geotextile for Embankment Stabilization	S.Y.	
1000	00	12' Wide Asphalt Jogging Trail Complete in Place	S.Y.	
1000	44	10' Wide Asphalt Jogging Trail Complete in Place	S.Y.	



## 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 <a href="mailto:joe.jones@JCC.com">joe.jones@JCC.com</a>
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**APPENDIX C: FEDERAL LABOR STANDARDS PROVISIONS**

General Decision Number: OK150022 01/02/2015 OK22 Superseded General Decision  
Number: OK20140022 State: Oklahoma

Construction Type: Highway

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10  
for 2015 that applies to all contracts subject to the Davis-Bacon Act for  
which the solicitation is 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 \$10.10 (or the  
applicable wage rate listed on this wage determination, if it is higher) for  
all hours spent performing on the contract. The EO minimum wage rate will be  
adjusted annually. Additional information on contractor requirements and  
worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number                      Publication Date                      01/02/2015

\* SUOK2011-009 04/18/2011

	Rates	Fringes	Traffic	signal
installer.....	\$ 17.37			
CARPENTER (Includes Form Work)...	\$ 13.32			
CEMENT MASON/CONCRETE FINISHER Canadian.....	\$ 12.44			
Cleveland.....	\$ 12.55			
Grady, Lincoln, Logan.....	\$ 12.47	McClain.....		\$ 11.93
IRONWORKER, REINFORCING.....	\$ 13.63			
IRONWORKER, STRUCTURAL.....	\$ 14.21	LABORER		
Asphalt Raker and Shoveler..	\$ 11.31			
Common or General				
Canadian County.....	\$ 10.05			
Cleveland County.....	\$ 10.62	Grady and Logan Counties...		\$ 10.55
Lincoln County.....	\$ 10.17			
McClain County.....	\$ 10.37			
Landscape.....	\$ 9.63			
Pipelayer.....	\$ 12.50			
Power Tool Operator (Includes Chipping Guns				
and Handheld Concrete Saws)..	\$ 12.89	Traffic Control (Includes		
Flagger, Setting Up and				
Moving Cones/Barrels).....	\$ 11.12			
POWER EQUIPMENT OPERATOR:				

Asphalt Paver Screed.....\$ 12.44 Asphalt Paving Machine

    Canadian County.....\$ 13.32

    Cleveland County.....\$ 14.57

    McClain County.....\$ 14.04

    Remaining Counties.....\$ 14.08

Asphalt Plant.....\$ 14.70 Backhoe/Trackhoe

    Cleveland County.....\$ 12.91

    Remaining Counties.....\$ 13.64

    Bobcat/Skid Loader.....\$ 12.71

    Broom.....\$ 11.97

Bulldozer

    McClain County.....\$ 13.36

    Remaining Counties.....\$ 14.24 Concrete Paving Machine.....\$ 13.61

Concrete Saw

    Cleveland County.....\$ 11.64

    Remaining Counties.....\$ 11.70

    Crane.....\$ 16.99

    Distributor Truck.....\$ 13.81

    Excavator.....\$ 15.10

Grader/Blade

    Canadian County.....\$ 12.00

    Cleveland County.....\$ 14.46

    Remaining Counties.....\$ 14.98 Loader (Front End)

    Cleveland County.....\$ 12.76

    Remaining Counties.....\$ 12.85

    Mechanic.....\$ 15.60



Milling Machine.....\$ 14.93

Mixer.....\$ 14.43

Oiler.....\$ 14.06

Roller (Asphalt)

Canadian County.....\$ 11.67

Cleveland County.....\$ 12.86

McClain County.....\$ 12.94

Remaining Counties.....\$ 12.73 Roller (Dirt Compaction)....\$ 12.27

Scraper

Canadian County.....\$ 12.00

Cleveland County.....\$ 13.06

Remaining Counties.....\$ 13.19

Striping Machine.....\$ 12.56

Tractor/Box Blade.....\$ 16.50

Trencher.....\$ 13.63

TRUCK DRIVER

Dump Truck

Cleveland County.....\$ 12.32

Remaining Counties.....\$ 12.88

Flatbed Truck.....\$ 14.69

Lowboy/Float.....\$ 13.90 Off the Road Truck.....\$ 13.75

Pickup Truck.....\$ 12.48 Tandem Axle/Semi Trailer

Canadian County.....\$ 12.00

Cleveland County.....\$ 12.37

Remaining Counties.....\$ 13.72

Water Truck.....\$ 12.00

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

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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)).

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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.

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#### 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.

**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 1(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

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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 I(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 I(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

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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.)

(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 W H-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;

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(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.

(e) 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

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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

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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

**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

as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

(b) ) 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.

(c) ) 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 1010, 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.

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**(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.



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

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

