

**CITY OF MOORE**  
**PUBLIC WORKS MAINTENANCE CONTRACTOR**  
**BID SPECIFICATIONS**  
**Bid No. 2025-001**

The City of Moore is currently receiving proposals from interested parties for the contracting of public works projects including, but not limited to: various professional services such as surveying, planning, budgeting, implementation and, completion of such projects as: municipal street improvements and repairs, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services, and any special projects as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore). The Contractor will provide a lump sum quote for a base crew as described below and hourly labor rates for additional employees as needed. The Contractor must also quote various equipment rental costs as necessary for use by the contracted public works department.

**1. Eligibility of the Contractors**

The contractors shall be currently pre-qualified contractors with the Oklahoma Department of Transportation and shall be in good standing with the City of Moore. Contractors shall include in the bid packet: a current audited financial statement, description of their company’s capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City of Moore will evaluate all proposals received and does reserve the right to waive any informalities or irregularities and select the proposal that best suits the needs of the City of Moore.

**2. Insurance Requirements**

Bidders will be required to meet insurance requirements of not less than the following limits.

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

The City of Moore will be required to be named as additional insured on all policies.

**3. Description of Work**

The work will consist of: assistance in planning, budgeting, the implementation and completion of municipal projects including but not limited to: street repairs, asphalt paving, concrete paving, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, and debris removal, right of way maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City of Moore. The contractor will be required to provide cost estimates on specific projects and cooperate with the city in meeting these estimates. The City of Moore reserves the right to use other contractors, or its own forces to

perform portions of this work and will utilize the contractor's services solely at the discretion of The City of Moore. The City of Moore does not guarantee any specific amount of work above the base contract amount.

#### **4. Basic Bid Proposal**

The Contractor will provide a special crew or unit to the City of Moore consisting of a senior project manager, (charged hourly as necessary) a project superintendent and a minimum of five (5) employees that are fully experienced in the construction of streets and public works projects. The full-time employees will be allowed two weeks of paid vacation by the City of Moore and holiday pay for those holidays that are recognized by the City of Moore. Overtime for these employees will be paid but will need to be approved in advance by The City of Moore. Extra manpower is to be provided by the contractor on an as needed basis, based on contract unit costs per hour. Two employees shall be on call 24hrs per day as needed for emergency situations such as repairs, accident clean-ups, etc. The on-call employees shall have a response time of thirty minutes to respond to an emergency call out. (All employees will be required to meet all the labor requirements listed in the labor section below)

This proposal shall include a minimum 40 work hours for each of the five employees (all well trained as equipment operators, and knowledgeable in concrete and asphalt repairs,) and a Project Superintendent, plus an hourly rate for the project manager and engineer.

The contractor shall also provide in the base proposal:

- Three vehicles,
- One 1-ton crew truck
- One ¾ ton pickup
- One 4-wheel drive pickup
- Two tandem axle trailers to move the equipment.

This equipment shall all be late model, clean and in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local office, and office equipment. The Contractor will also be required to provide certain heavy equipment as listed later in this document.

#### **5. Contract Term**

The term of this agreement shall be five (5) years and shall commence with the signing of the contract. This agreement will be reviewed annually and approved by the City of Moore and the Moore Public Works Authority for continuance. After the initial term of the Contract, it may be renewed by the City and the Contractor for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to maximum of five (5) annual extensions, by executing a written renewal agreement between the parties. The renewal agreement is to be completed 60 days before the contract expires. A default shall occur on the part of the Contractor if any proceeding is instituted by or against the Contractor seeking to adjudicate a bankruptcy, insolvency, seeking liquidation, or any law relating to bankruptcy, or insolvency, or if Contractor shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or

neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to subcontractors of the Contractor for materials or labor, or disregard laws, ordinances or the instructions of the City of Moore, or otherwise be guilty of a substantial violation ( default) of any provision of this Agreement which Contractor shall have failed to address promptly after service of 24 hours of written notice thereof by The City of Moore. The City may, without prejudice to any other right or remedy, terminate the employment of Contractor for Contractor's default with and take possession of the work and of all materials, and finish the work by whatever method The City of Moore may deem expedient. In such case, Contractor shall not be entitled to receive any further payment from the City of Moore. The City of Moore or the Contractor may also terminate the contract for convenience with 90 days' written notice to each party.

## **6. Labor Requirements**

- A. The contractor shall submit resumes of the proposed project manager, the superintendent, and the employees for the base crew. If the contractor has a licensed engineer or surveyor on staff or a contractual agreement for services with an engineering or surveying firm, please submit those qualifications and hourly costs as well. The project superintendent shall have a minimum of 10 years of verifiable experience in heavy road construction or municipal public works. He or she shall have passed a course in highway safety and traffic control and speak English fluently. The equipment operators shall have a minimum of five (5) years of verifiable experience in heavy road construction or municipal public works and also speak English fluently.
- B. The Contractor's labor wages should meet or exceed Davis / Bacon prevailing wages and shall be based on: General Wage Decision OK 20240022. (Attachments included are Form 4010 and OK 20240022). Labor rates shall be in conformance with the above standards on any project that incorporates federal funds into any City of Moore project. Contractors will be required to submit certified payrolls documenting these payrolls weekly.
- C. The contractor shall include in his proposed costs: providing wage reports as required by the city including all: wages, taxes, work comp insurance, health insurance, vacation pay and all fringe benefits. The employees should be highly skilled and capable and shall possess valid Oklahoma driver's licenses. The City of Moore will require pre-employment and random drug screens of these employees before they are allowed to begin work within the City of Moore. The City of Moore will also require that the employees submit to a background check for felony convictions, sex crimes, and US resident status. The contractor will be required to remove and replace any employee that does not pass the background checks, drug tests, or perform to the satisfaction of the City of Moore.

## **7. City Owned Equipment.**

It is also possible that the contractor's employees will, at times, operate equipment that is the property of the City of Moore. (In the case of motor vehicles, the employees shall have

applicable licenses, to operate these vehicles and driving histories that do not contain any DUIs, or DWIs in the last 3 years or exceed 3 points on the Oklahoma D.M.V.) The contractor will have to maintain reasonable care and prudence while in control of the City of Moore's equipment, and it is agreed that the contractor will not be responsible for damage to the City of Moore's equipment caused by normal wear and tear. The contracted employees will do minor maintenance and service work on the City of Moore's equipment, provided the City of Moore provides necessary parts and supplies. The City of Moore agrees to maintain physical damage insurance on its equipment in the case of loss, including, but not limiting to, vandalism, theft, fire, collision, or natural disaster. The Contractor agrees to maintain the liability insurance on the City of Moore's equipment while the equipment is in the control of the contractor.

**8. Base Proposal**

**Provide the five-man crew and required crew equipment. (Amount per year)**

\_\_\_\_\_ \$ \_\_\_\_\_  
 (Which will be paid 1/ 12 monthly)

**9. Labor Rates**

**(Hourly)**

**Staff Engineer**

Licensed civil engineer in the state of Oklahoma \$ \_\_\_\_\_  
 (If the contractor is using the services of engineering firm. Please provide the name of the firm below)

\_\_\_\_\_ \$ \_\_\_\_\_  
**Senior Project Manager.**  
 Works with city staff and engineers to plan and budget projects. This person will attend regular meetings with the city staff and address the city council at scheduled meetings as necessary.

**Licensed Surveyor and Field Crew** \$ \_\_\_\_\_

**Project Superintendent** \$ \_\_\_\_\_  
 Project supervision on site  
 Liaison with city / (operates equipment. as needed)

**Equipment operator:** Dozer, loader, grader, \$ \_\_\_\_\_  
 (Specialized or fine grade type operators, CDL drivers)

**Laborer:** supplied with work crew, cost per hour. \$ \_\_\_\_\_  
(Manual labor, picking up trash, cutting weeds, shovel work,  
traffic control, etc.)

**Concrete Finishers:** Concrete laborers trained in concrete placement. \$ \_\_\_\_\_  
and form work as needed for misc. projects.

## 10. Concrete Paving Repairs

**Concrete:** 3500 lb. Ready mix concrete ODOT approved  
High Early Strength (HES)

Concrete paving repair prices shall include the cost of: the concrete, dowel bars at all joints, and installation of dowel bars into existing paving when replacing failed concrete street panels. This work shall be accomplished by a secondary crew that will be paid on a measured quantity, unit cost basis. (Sawing and sealing of new panels should also be included in the costs.) The removal of the failed paving shall be performed by the employees contracted in the base proposal.

(Please also reference standard City of Moore Specifications)

This work will consist of repairs to and paving of, roads, alleys, etc. The contractor should be aware that the paving of many streets will have to be coordinated to allow public access to businesses and homes. This cost shall include all incidental items and labor necessary to install the pavement. The contractor will be required (upon request from the City of Moore) to provide samples of the concrete for strength testing and cut cores for assurance testing by an independent lab employed by the City of Moore. The contractor shall be responsible for replacing any areas that fail the tests.

## 11. Unit Costs for Concrete Paving (HES)

100 to 200 SY 6"depth \$ \_\_\_\_\_

100 to 200 SY 8"depth \$ \_\_\_\_\_

100 to 200 SY 10 "depth \$ \_\_\_\_\_

201 to 500 SY 6"depth \$ \_\_\_\_\_

201 to 500 SY 8"depth \$ \_\_\_\_\_

201 to 500 SY 10" depth \$ \_\_\_\_\_

500 to 1000 SY 6" depth	\$ _____
500 to 1000 SY 8" depth	\$ _____
500 to 1000 SY 10" depth	\$ _____
Integral curb per LF	\$ _____
Curb & Gutter less than 100 lineal feet (6" curb 24" gutter)	\$ _____
Over 100 lineal feet in one location	\$ _____
Over 600 lineal feet in one location	\$ _____
Sidewalks 4" thickness (less than 100 SY per location)	\$ _____
Sidewalks 4" thickness (More than 100 SY per location)	\$ _____
Concrete Structures Per Cubic Yard (CY)	\$ _____

## 12. Unit costs for Asphalt paving

Smaller asphalt repairs or pothole type repairs shall be performed by the employees contracted in the base proposal; larger repairs would be performed by a secondary crew provided by the contractor. The larger asphalt repairs and any necessary asphalt paving shall be performed in a workman like manner as prescribed by current ODOT and City of Moore specifications with materials specified below. The machinery shall be in good repair and conform to the following;

**Asphalt paver** Minimum weight 34,000 lbs, paving width 10 to 20 feet width, with automatic grade and slope controls.

**Asphalt roller** (Minimum of two rollers), with a weight of 30,000 lbs double drum, vibratory type

**Pneumatic roller** Minimum weight of 18,000 lbs. 9 tires for asphalt finishing

This work will consist of repairs to and paving of roads, alleys, etc. The contractor should be aware that the paving of many streets will have to be coordinated to allow public access to businesses and homes. The asphalt paving will be paid for on a unit cost per ton in place. This cost shall include all incidental items and labor necessary to install the pavement. The contractor will be required (upon request from the City of Moore) to cut cores for assurance testing of thickness, composition, and density by an independent lab employed by the City of Moore. The contractor shall be responsible for replacing any areas that fail the tests.

**Labor and equipment only. For installation of asphalt pavements**

100 tons per day minimum	\$ _____	Per ton in place
101 to 200 tons per day	\$ _____	
201 to 400 tons per day	\$ _____	
401 to 700 tons per day	\$ _____	
701 tons and over per day	\$ _____	

**Track less tack coat.**

Cost per gallon in place \$ \_\_\_\_\_

**Oil and Chip Surfacing of Roadways (2,500 SY Minimum)**

**Single Bituminous Surface:** Primed with AEP on new construction and 3/8 insoluble chips, with CRS2S oil installed to ODOT specifications.

**Cost per sy \$ \_\_\_\_\_**

**Double Bituminous Surface;** Primed with AEP on new construction and 5/8 insoluble chips first layer and 3/8 insoluble chips surface layer with CRS2S oil to ODOT specifications.

**Cost per sy \$ \_\_\_\_\_**

The contractor may (but is not required to) submit below a quote for the manufacture and delivery of asphalt materials with the proposal. The City of Moore reserves the right to take alternates bids for the asphalt materials or purchase them off state or county bids.

**All asphalt products must conform to or exceed current City of Moore specifications and is subject to the latest ODOT specifications including section 411 and 708 and special provision: 109.12. The approved materials shall conform to the following:**

**FOB Plant Site**

<b>Asphalt (Type S-3)</b>	<b>Per ton</b>	\$ _____
<b>Asphalt (Type S-4)</b>	<b>Per ton</b>	\$ _____
<b>Asphalt (Type S-5)</b>	<b>Per ton</b>	\$ _____

The contractor shall submit a mix design prior to its use, no recycled asphalt is allowed unless approved in writing by the City of Moore.

**Freight for asphalt delivery within the City of Moore** \$ \_\_\_\_\_  
(14-ton minimum load shall apply)

### **13. Additional Services**

There may be additional items or services needed for larger or special projects that are necessary or incidental to complete projects that the Contractor has underway for the City of Moore. The Contractor shall use its best efforts to obtain the best quality materials at the best prices available that fit the budget requirements set forth by the City of Moore. The Contractor must obtain prior authorization before purchasing any additional materials or services not named in these bid items. The contractor must provide documentation of the quotes for these materials and the final costs of these materials, services or supplies monthly for payment by the City of Moore. These costs shall be billed at their actual cost to the City of Moore with no more than an eight percent markup to cover the contractor's handling costs. The City of Moore may also elect to furnish materials from other bidders or sources such as county or state contracts.

### **14. Rate Schedule Adjustments**

The contract rates may be adjusted once per year on the contract anniversary date, at which time the contractor and the City of Moore may negotiate rate adjustments, to compensate for cost increases in materials, fuel, insurance etc. These material adjustments must be documented to the full satisfaction of the City of Moore. Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U.S. City Average Southwest Region C.P.I. for the immediately preceding calendar year. If the Contractor and the City of Moore cannot agree on the amount of a contract renewal, the Contractor or the City of Moore may elect terminate the contract. If the parties elect to terminate the agreement the contractor shall be bound to complete any projects currently under construction or for a term of no longer than 90 days at the discretion of the City of Moore at the current contract rates.

### **15. Hourly Rental Equipment**

The Contractor agrees to provide construction equipment at the following rates when operated by the contractor's employees, or City of Moore employees. The cost of the equipment should include fuel and all necessary accessories. The equipment specified below, will be delivered within the Moore City limits, with fuel provided and all necessary attachments. All equipment will be late model, equipped with all necessary OSHA prescribed safety equipment, be neat in appearance and be in good operating condition. If small equipment such as weed eaters, plate compactors, etc. are needed, they will be provided by the City of Moore or provided by the contractor at a negotiated price by the city staff and the contractor. Do not include labor costs in this item. (An eight-hour minimum will apply for the first 24-hour day, and actual usage will apply after the first eight hours)

**Please quote on the items that apply to your company. Those with an (\*) asterisk are mandatory.**



**Hourly Equipment Rates**

**\*Road Grader** \$ \_\_\_\_\_  
200 HP equipped with a  
14-foot blade and a ripper attachment

**\*Front End Loader** \$ \_\_\_\_\_  
3 cubic yards with rubber tires

**\*Soil Compactor** \$ \_\_\_\_\_  
Self-propelled, vibratory pad foot  
84" drum width.

**\*Water Truck** \$ \_\_\_\_\_  
3000-gallon tandem axle,  
with pressure spray system

**\*Dump trucks** \$ \_\_\_\_\_  
12-14 cubic yard, tandem axle

**\*Semi-Trailer End Dumps** \$ \_\_\_\_\_  
25 cubic yards

**Track mounted backhoe** \$ \_\_\_\_\_  
Weight class 90,000 lbs.

**\*Track mounted backhoe** \$ \_\_\_\_\_  
Weight class 60,000 lbs.

**\*Track mounted backhoe** \$ \_\_\_\_\_  
Weight class 30,000 lbs.

**Scrapers (elevating or pan)** \$ \_\_\_\_\_

**Please describe your equipment below;**

\_\_\_\_\_

**\*Skid Steer loader** \$ \_\_\_\_\_  
Bobcat 853 or equal with bucket, broom,  
and milling attachment.

**\*Road Reclaimer** \$ \_\_\_\_\_  
**Bomag MPH 362R or equal**

**Wirtgen WR200XLi or equal** \$ \_\_\_\_\_

**\*Backhoe / Mini track-hoe** \$ \_\_\_\_\_  
Case 580K or equal

**Street Sweeper** \$ \_\_\_\_\_  
Truck mounted vacuum type, with  
gutter brooms and water system for dust control

**Bulldozer** \$ \_\_\_\_\_  
Cat D-7 or equal

**\*Bulldozer** \$ \_\_\_\_\_  
Cat D-6 or equal

**\*Bulldozer** \$ \_\_\_\_\_  
Cat D-3 or equal

**\*Grade-all or Excavator with rubber tracks** \$ \_\_\_\_\_  
For cleaning ditches.

**\*Milling Machine** \$ \_\_\_\_\_  
Minimum profiling width 7 feet,  
self-loading. If quoting larger machine,  
Please specify type.

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**Tree Spade Truck** \$ \_\_\_\_\_  
60" Spade

**\*Tractor Loader / Box Blade** \$ \_\_\_\_\_  
Case 580 LL or equal

**\*Salt & Sand Distribution truck with plow** \$ \_\_\_\_\_  
15-ton capacity (Min two  
required)

**\*Tractor Mower Bat-Wing configuration** \$ \_\_\_\_\_  
90 horsepower minimum

**\*Vacuum Excavator for Locating Utilities** \$ \_\_\_\_\_

**\*Extra crew trucks as needed (Per Day)** \$ \_\_\_\_\_  
**¾ ton P.U. inclusive of all costs**

**16. Other Commonly Used Materials are Delivered in the City of Moore.**

**Aggregate Base Rock** \$ \_\_\_\_\_  
For base repairs, 1½ crusher run material.  
Cost per ton

**Recycled Concrete Base Rock** \$ \_\_\_\_\_  
Cost Per Ton

**Rip Rap Stone** \$ \_\_\_\_\_  
18” size ODOT specs.

\$ \_\_\_\_\_  
24” size ODOT specs.

**Solid Sod** \$ \_\_\_\_\_  
Per square yard (installed and watered)

**Cement Kiln Dust** \$ \_\_\_\_\_  
For soil stabilization/Cost Per Ton or Square Yards

**Cement Slurry** \$ \_\_\_\_\_  
For soil stabilization/Cost Per Ton or Square Yards

**Steel Rebar** \$ \_\_\_\_\_  
Cost Per Ton

**ADA Truncated Tactile Dome** \$ \_\_\_\_\_  
Per ADA Requirements  
Cost Per Linear Foot

**Sand for Ice Control** \$ \_\_\_\_\_  
Delivered to the city yard

**Salt for Ice Control** \$ \_\_\_\_\_  
Delivered to the city yard

**Bond Rates per Thousand Dollars** \$ \_\_\_\_\_  
(For performance and maintenance bonds if required)

**17. Emergency Services**

When authorized by the City of Moore; The Contractor shall provide: Equipment, fuel, tools, barricades, and manpower to assist the City of Moore in cases of flood, wildfire, storms, accidents, natural disasters, or any occurrence deemed to need expeditious or emergency action

by the City of Moore. The Contractor shall be paid for this work at the hourly rates above. If the contractor must procure specialized or emergency equipment on the City of Moore's behalf, the contractor shall be allowed a ten percent markup on the actual costs with acceptable documentation being provided to the city.

## **Trash and Debris Removal**

Trash and debris removal consists of labor, equipment, land fill costs, and trucking necessary to remove trash and debris from public property and right of way after natural disasters. This may consist of trash or debris from ice storms, windstorms, tornadoes, floods, traffic accidents, and other manmade or natural events.

**This proposal should include the following items in the cost:**

### **DAY-TO-DAY MANAGEMENT OF THE DEBRIS REMOVAL PROCESS:**

- Provide a debris pick up plan, with zone maps and estimates of debris in each zone.
- Provide a pre-clean-up video of the area including the surface condition of the streets.
- Provide for a system of fleet management for debris crews and trucks including: Electronic fleet tracking and signage that clearly identifies each crew and truck working in the City of Moore.
- Full-time project manager and that will be in the field daily that works closely with the city.
- On larger clean-ups provide two full time inspectors to monitor progress and quality.
- Daily progress meetings with city staff and crew members.
- Daily safety meetings and safety inspections.
- Provide for all compliance with FEMA, DEQ or OEM regulations as required.
- Attend meetings with FEMA, ODEQ, OEM and other agencies as necessary.
- Provide a bond for the protection of the City of Moore against claims.
- Provide a running daily total in spread sheet form including but not limited to documentation such as: weight tickets, pictures, land fill tickets, truck reports, etc.
- The contractor shall explore any available options of recycling debris including any possible cost saving that can be passed along to the City of Moore.
- The cost of all land fill fees or tipping fees associated with the cleanup. (ODEQ approved land fill properly rated for the waste stream)
- Provide a video detailing the areas after the final pass of the clean-up.

### **DEBRIS CLEANUP SCENARIO FOR C & D DEBRIS FROM A MAJOR EVENT:**

- Debris sites walk through, to remove any hazards as they relate to the cleanup. This would consist of picking up various items such as: propane bottles, auto batteries, gasoline cans, large bags of fertilizer, or multiple bags in one location, bags or drums of chlorine, large or multiple bottles of pesticides in one location, bottles of various compressed gas such as oxygen, acetylene, Freon etc. These items will be stored in a secure area provided by the City of Moore. The contractor shall be responsible for

handling and disposal of all household hazardous materials. This disposal shall comply with all DEQ regulations and shall be handled by a licensed company. The contractor shall provide documentation of proper disposal.

- The contractor shall provide suitable means for the disposal and/or recycling of E- waste and household appliances known as: “*White Goods.*”
- The contractor shall employ a Freon recovery company to remove the Freon from all white goods disposed of, and from any conditioning systems that are still charged prior to condemnation or demolition. The Freon must be legally disposed of or recycled.
- The contractor shall provide a debris inspection area at which City of Moore employees or other agents of the city can inspect and document the loads of debris. This area shall be equipped to include all equipment necessary to document the loading and unloading process. (Office trailer, truck scales, video equipment, man lifts, etc. that are needed to enforce regulations necessary to comply with any Federal or State reimbursement requirements)
- Provide labor, equipment, and trucking necessary to remove debris from public property and right of way, and any other area as directed by the City of Moore to an approved disposal site.
- Provide for the removal and storage of abandoned cars, (at the request of the Moore Police Department.)
- Provide a plan for the protection of city assets such as: city streets, signs, water services and utility services.
- Provide signage such as: informational signs, warning signs, traffic signs, and safety fencing as needed in conjunction with the clean-up.
- Provide for the trimming or removal of storm damaged trees that are classified by the City of Moore or FEMA as dangerous in city parks and on city right of way.
- Labor and equipment to load and remove debris from public right ways within the City of Moore.

#### **VEGETATIVE CLEANUP SCENARIO FOR AN ICE OR WINDSTORM:**

- Provide labor, equipment, and trucking necessary to remove trees & tree limbs, and related debris from public property and right of ways, and any other area as directed by the City of Moore to an approved disposal site per FEMA regulations.
- The contractor shall provide a debris inspection area at which City of Moore employees or other agents of the city can inspect and document the loads of debris. This area shall be equipped to include all equipment necessary to document the loading and unloading process. (Office trailer, truck scales, video equipment, man lifts, etc. that are needed to enforce regulations necessary to comply with any Federal or State reimbursement requirements)
- Provide a plan for the protection of city assets such as: city streets, signs, water services and utility services.
- Provide signage such as: informational signs, warning signs, traffic signs, and safety fencing as needed in conjunction with the clean-up.
- Provide for the trimming or removal of storm damaged trees that are classified by the City of Moore or FEMA as dangerous in city parks and on city right of way.

- Labor and equipment to load and remove this debris from public right ways within the City of Moore.

**SPECIALTY ITEMS THAT SHALL NOT BE INCLUDED IN THE CONTRACTOR’S PROPOSAL:**

- The disposal of Industrial types of hazardous wastes that would not normally be found in a household waste stream is not to be included in this proposal. If encountered on public right of ways or in residential areas these shall be paid for as an emergency service to the contractor by the City of Moore. This disposal shall be done by a licensed company and the contractor shall provide documentation of proper disposal to the City of Moore.

The unit bid cost shall be inclusive of the items in the debris removal section of this proposal. The quoted price shall be expressed as per the Cubic Yard and a by the Ton cost. The prices should also be reflective of the difference in wind and Ice storms and storm that produces vegetative debris or events that produce C&D type waste stream. The City of Moore shall elect which unit of payment best fits the situation. The City of Moore also reserves the right to ask the contractor to provide a “lump sum price” for the entire debris event based on upon the concurrence of the estimated amounts of debris by the contractor and the City of Moore.

<b>Vegetative Debris Removal per Cubic yard</b>	\$ _____
<b>Vegetative Debris Removal by the Ton</b>	\$ _____
<b>C &amp; D Storm Debris Removal per Cubic yard</b>	\$ _____
<b>C &amp; D Storm Debris Removal by the Ton</b>	\$ _____

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**A. 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.

**1. Minimum wages and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications**

**A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

**B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

**A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
  - C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.
- iv. Fringe benefits not expressed as an hourly rate**  
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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. Unfunded plans**  
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, in accordance with the criteria set forth in 29 CFR 5.28, 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.
- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.



## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its reprourement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

**A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

**B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

**D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and

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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

**iv Required disclosures and access**

- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. **Apprentices and equal employment opportunity**

##### i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
  - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B. A contracting agency for its procurement costs;
    - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
    - D. A contractor’s assignee(s);
    - E. A contractor’s successor(s); or
    - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) 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 or her 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 29 CFR 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 U.S.C. § 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: OK20240022 01/05/2024

Superseded General Decision Number: OK20230022

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

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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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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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 National Office because National Office has 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"