

CITY OF MOORE/MOORE PUBLIC WORKS AUTHORITY
RFP#1516-005

NOTICE IS HEREBY GIVEN that the City of Moore/Moore Public Works Authority will receive sealed Request for Proposals in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for PUBLIC WORKS ON-DEMAND CONSTRUCTION SERVICES. The RFP's will not be accepted after 2:00 p.m., CST, Friday, October 30, 2015.

The RFP will be a three (3) step process: 1. Review of contractor's submitted qualifications by the selection committee members that meet the minimum requirements of the qualifications/proposal documents; 2. A scoring matrix review by the selection committee members of all submitted qualifications which may or may not result in contractor in-person interviews; and 3. The sealed proposals of the top ranked construction firms will then be opened and reviewed. The sealed unit price proposal will be for the following: typical roadway drainage, traffic signal and emergency construction services. The pay items will be established by the City of Moore. These sealed unit price proposals will then become the basis of any on-demand construction services requested by the City from top ranked construction firms.

There will be a mandatory Pre-Proposal Meeting held at 2:00 p.m., Monday, October 26, 2015, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.

Responses will be made in accordance with the specifications, and these specifications are on file and available for examination, or may be obtained from the office of the Purchasing Agent, Moore City Hall.

Ten (10) bound copies & one (1) PDF copy on CD or thumb drive, addressed to the Office of the City Clerk, Purchasing Division will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"RFP #1516-005"
"PUBLIC WORKS ON-DEMAND CONSTRUCTION SERVICES"

The City of Moore/Moore Public Works Authority reserves the right to accept the proposal which, in the judgement of staff and Trustees of the Authority, is the best for the application of needs, materials and services as covered in the specifications, and determined the best, overall, for the good of the City of Moore/Moore Public Works Authority.

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. In addition, the City of Moore/Moore Public Works Authority will reserve the right to contract with one or more parties to perform identical services as deemed appropriate.

The City of Moore/Moore Public Works Authority is an equal opportunity employer.

Carol Folsom, Purchasing Agent
(405) 793-5023

**The City of Moore
Moore, Oklahoma**



Request for Proposals

“Public Works On-Demand Construction Services”

RFQ #1516-005

Due Date: October 30, 2015

2:00pm Central Standard Time

City Clerk's Office

301 N. Broadway Avenue

Moore, Oklahoma 73160

Overview

A. INTRODUCTION

The City of Moore is currently seeking proposals from interested parties for the contracting of public works on-demand construction projects or construction tasks 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).

Additionally, hourly labor and equipment installation rates will be established for select projects where the City of Moore will provide and have delivered the construction materials ready for contractor installation.

This RFP will be a three (3) step process: 1. Review of contractor's submitted qualifications by the selection committee members that meet the minimum requirements of the qualifications/proposal documents; 2. A scoring matrix review by the selection committee members of all submitted qualifications which may or may not result in contractor in-person interviews; and 3. The sealed unit price proposals of the top ranked construction firms will then be opened and reviewed. The sealed unit price proposal will be for the following construction tasks: typical roadway, drainage, traffic signal and emergency construction services. The pay items will be established by the City of Moore. These sealed unit price proposals will then become the basis of any on-demand construction services requested by the City from top ranked construction firms.

B. ELIGIBILITY AND PRE-QUALIFICATION OF CONTRACTORS

The contractors shall be currently pre-qualified contractors with Oklahoma Department of Transportation or the City of Oklahoma City, and shall be in good standing with the City of Moore. Contractors shall include in this proposal packet: a completed Pre-Qualifications Form, description of their company's capabilities and a sealed proposal of construction unit prices of established items. 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.

C. INSURANCE REQUIREMENTS

Contractors 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 and The Moore Public Works Authority will be required to be named as additional insured on all policies.

D. CONTRACT TERM

The term of this agreement shall be one (1) year 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 two (2) years 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, equipment, 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.

E. RATE SCHEDULE

Rates for labor, materials, fuel, equipment, etc. as well as construction unit prices identified by the City of Moore will be established by sealed bids at the time of the contract. Rates may not exceed to the U.S. Labor Department's U.S. City Average South West Region C.P.I. for the preceding calendar year.

F. 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 South West 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 to 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.

G. LABOR REQUIREMENTS

The Contractor's labor wages should meet or exceed Davis / Bacon prevailing wages and shall be based on: General Wage Decision OK 15002. (Attachments included are: U.S. Department of Housing and Urban Development Form 4010 and OK 150022). Labor rates shall be in conformance with the above standards on any project that incorporates direct federal funding to a City of Moore project. Contractors will be required to submit weekly certified payrolls documenting these payroll payments.

The contractor shall submit resumes of the proposed project manager and superintendent for the base crew. If the contractor has a surveyor on staff or a contractual agreement for services with a surveying firm, please submit those qualifications as well. The City of Moore will require pre-employment and random drug screens of these employees. The City of Moore will also require that the employees submit to background checks 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.

H. FEDERAL REQUIREMENTS

All responding contractors 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. On federally funded projects the contractor must comply with all applicable federal requirements including but not limited to: Civil Rights, Affirmative Action, Employment Restrictions, Conduct, Lobbying, Copyrights, Religious Activities, Housing and Community Development (HCD) Act of 1974, and all applicable Office of Management and Budget (OMB) Circulars.

Scope of Work

A. GENERAL

The work will consist of a selected on-demand construction services contractor building various projects or construction tasks throughout 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.

The Contractor's proposal will need to include all equipment that will be provided 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.

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

B. ROADWAY ON-DEMAND CONSTRUCTION SERVICES

When authorized by a specific work order issued by the City of Moore, the on-demand construction services contractor shall provide all equipment, fuel, tools, barricades, materials, necessary appurtenances and labor to repair, rehabilitate, reconstruct or construct new roadways, sidewalks or multi-modal trails. Work orders will be developed by the city and the scope of work negotiated with the selected on-demand construction services contractor. The contractor shall be paid for this work at the unit prices established with this proposal. If the contractor must procure specialized or emergency equipment on the City of Moore's behalf to complete this work, the contractor shall be allowed a ten percent markup on the actual costs with acceptable documentation being provided to the city.

Roadway, Sidewalk and Trail Construction

Roadway, sidewalk and trail construction consists of labor, equipment, material and all other essentials required to repair, rehabilitate, remove and replace, or to construct new with the established unit cost pay items of this proposal. Work generally will include streets, sidewalks and trails in established neighborhoods throughout the City of Moore. Occasionally, work will include a principal arterial street. Additional task may include:

- Provide a pre-construction video of the area including the surface condition of the streets, sidewalks or trails.

- Full time project manager and that will be in the field daily that works closely with the city staff.
- Daily progress meetings with city staff, project inspector and construction crew members.
- Daily safety meetings and safety inspections.
- Provide for all compliance with FEMA, OKC, ODOT, ODEQ or OEM regulations as required.
- Attend meetings with the City, FEMA, OKC, ODOT, ODEQ, OEM and other agencies as necessary.
- Provide a bond for the protection of the City of Moore against claims during construction.
- Provide a video detailing the areas after the final pass of the cleanup.

C. STORM WATER AND DRAINAGE CONSTRUCTION SERVICES

When authorized by a specific work order issued by the City of Moore, the on-demand construction services contractor shall provide all equipment, fuel, tools, barricades, materials, necessary appurtenances and labor to repair, rehabilitate, reconstruct or construct new storm water structures, collection systems, ditches or channels. Work orders will be developed by the city and the scope of work negotiated with the selected on-demand construction services contractor. The contractor shall be paid for this work at the unit prices established with this proposal. If the contractor must procure specialized or emergency equipment on the City of Moore's behalf to complete this work, the contractor shall be allowed a ten percent markup on the actual costs with acceptable documentation being provided to the city.

Storm Water and Drainage Construction

Storm water and drainage construction consists of labor, equipment, material and all other essentials required to repair, rehabilitate, remove and replace, or to construct new with the established unit cost pay items of this proposal. Work generally will include storm water curb inlets, area drains, grated street inlets, manholes, piping systems, paved drainage channels and drainage ditch repairs in established neighborhoods throughout the City of Moore. Occasionally, work will include an improvements along or adjacent to a principal arterial street. Additional task may include:

- Provide a pre-construction video of the area including the surface condition of the streets, sidewalks or trails.
- Full time project manager and that will be in the field daily that works closely with the city staff.
- Daily progress meetings with city staff, project inspector and construction crew members.
- Daily safety meetings and safety inspections.
- Provide for all compliance with FEMA, OKC, ODOT, ODEQ, OWRB, USACE or OEM regulations as required.
- Attend meetings with the City, FEMA, OKC, ODOT, ODEQ, OWRB, USACE or OEM and other agencies as necessary.

- Provide a bond for the protection of the City of Moore against claims during construction.
- Provide a video detailing the areas after the final pass of the cleanup.

D. TRAFFIC SIGNAL CONSTRUCTION SERVICES

When authorized by a specific work order issued by the City of Moore, the on-demand construction services contractor shall provide all equipment, fuel, tools, barricades, materials, necessary appurtenances and labor to repair, rehabilitate, reconstruct or construct new traffic signals or pedestrian signal. Work orders will be developed by the city and the scope of work negotiated with the selected on-demand construction services contractor. The contractor shall be paid for this work at the unit prices established with this proposal. If the contractor must procure specialized or emergency equipment on the City of Moore's behalf to complete this work, the contractor shall be allowed a ten percent markup on the actual costs with acceptable documentation being provided to the city.

Traffic Signal Construction

Traffic signal or pedestrian signal construction consists of labor, equipment, material and all other essentials required to repair, rehabilitate, remove and replace, or to construct new with the established unit cost pay items of this proposal. Work generally will include street intersection, sidewalks and trails in established neighborhoods throughout the City of Moore. Occasionally, work will include a principal arterial street. Additional task may include:

- Provide a pre-construction video of the area including the surface condition of the streets, sidewalks or trails.
- Full time project manager and that will be in the field daily that works closely with the city staff.
- Daily progress meetings with city staff, project inspector and construction crew members.
- Daily safety meetings and safety inspections.
- Provide for all compliance with FEMA, OKC, ODOT, ODEQ or OEM regulations as required.
- Attend meetings with the City, FEMA, OKC, ODOT, ODEQ, OEM and other agencies as necessary.
- Provide a bond for the protection of the City of Moore against claims during construction.
- Provide a video detailing the areas after the final pass of the cleanup.

E. EMERGENCY ON-DEMAND CONSTRUCTION SERVICES

When authorized by a specific work order issued by the City of Moore, the on-demand construction services contractor shall provide all equipment, fuel, tools, barricades, materials and labor 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 established with this proposal. 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.

The city does not guarantee any specific work or any specific amount of work. Claims will be processed to cover work as work orders are issued by the Assistant City Manager or his designate and completed during the contract period.

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 ways after natural disasters. This may consist of trash or debris from ice storms, wind storms, tornadoes, floods, traffic accidents, and other manmade or natural events.

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 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 staff.
- 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, ODEQ 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 costs 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 cleanup.

Debris Cleanup scenario for C & D Debris from a major event:

- Debris site 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 to handle and dispose 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 know as: "*White Goods*"
- The contractor shall employ a Freon recovery company to remove the Freon from all white goods disposed of, and also 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 ways, 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 cleanup.
- 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 ways.
- Labor and equipment to load and remove debris from public right ways within the City of Moore.

Vegetative Cleanup scenario for an ice or wind storm:

- It Provide labor, equipment, and trucking necessary to remove 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.
- 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 cleanup.
- 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 ways.
- 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 Contractors 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.

Snow/Ice Removal

Plowing and removal of snow and ice along with salt & sand distribution on city streets may be required by the City of Moore when an accumulation of 4" or more of snow or ice is anticipated. The Contractor shall furnish all services including labor and equipment necessary to perform the work described in the work order. The Contractor agrees to perform snow and ice plowing and removal services along with salt & sand distribution on city streets as set forth in work order(s), if any, issued by the Assistant City Manager or his designated representative during the contract period. The work order(s), if any, will specify where in the city the removal of snow or ice and salt & sand distribution on the city streets is required.

The snow and/or ice must be plowed to within no more than 1" of the street surface. The Assistant City Manager or his designated representative will inspect and administer this contract. Streets not meeting these requirements will be re-plowed at no additional cost to the City. Individual streets will be designated by the Assistant City Manager or his designee and work orders will be issued to the Contractor. Exact limits of work will be identified in the work order. The work orders will detail whether plowing or plowing and removal is required. In most instances, City streets are plowed but only openings for intersections cleared. It is the Contractor's responsibility to insure all intersections are not blocked by snow or ice plowed from City streets. The removal of snow and ice is generally only required in the downtown area. The contractor will be notified approximately eight (8) hours in an advance of a pending storm event. The contractor must commence service within two (2) hours, after the issuance of a work order by the Assistant City Manager, or his designated representative. The City of Moore will separately authorize services to be performed for each successive storm emergency, and any services performed but not authorized through the issuance of a work order by the Assistant City Manager or his designated representative shall not be approved for payment nor will any liability for payment be asserted by the Contractor.

The Assistant City Manager expressly reserves the right to assign work orders at his sole discretion based upon the best interest of the City of Moore.

Contractor will be solely responsible for his operators and equipment and will provide qualified, properly licensed operator(s). Equipment must be provided with all appropriate safety devices and in good working order. Equipment utilized by the contractor to plow snow will be equipped with smooth buckets and smooth cutting edges.

Escort Vehicles are not necessary as long as the equipment used in the removal of snow and ice is equipped with flashing lights and rotating beacons. Contractor shall immediately notify the Assistant City Manager, or his designated representative of any mechanical failures of his equipment that would prevent the timely completion of services. Upon repair of mechanical failure, Contractor is to notify Assistant City Manager or his representative that equipment is operable. Contractor is liable for any damage sustained to his equipment while providing services to the city.

Payment for services of snow and ice plowing and removal shall be by the hour as designated in these contract specifications and the work order. Payment shall be made for services including labor and equipment as specifically utilized by the Contractor and as said equipment and labor is verified, documented, and justified to the Assistant City Manager or his designated representative. Should a work order be issued, the Contractor shall be issued or assigned a minimum of four (4) hours of work. Payment for services and equipment will be by the hour or proportionate payment for parts of any hour, respectively. For the purpose of payment, time will start when the Contractor commences work at identified work sites and terminate whenever the Contractor leaves the work site. Contractors will not be paid for equipment which is not utilized or which is not operable.

The City of Moore will not compensate the contractor for TRAVEL TIME or mobilization costs; however, all attempts will be made to assign streets within reasonable proximity to Contractor's office or maintenance yard locations.

F. ADDITIONAL SERVICES

There may be additional items or services 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 price available that fit the budget requirements set forth by the City of Moore and meet the referenced construction specification or standard details. The Contractor must obtain prior authorization before purchasing any additional materials or services not named in the unit price 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 contractors handling costs. The City of Moore may also elect to furnish materials from other bidders or sources such as county or state contracts.

Submittal Requirements

A. DOCUMENTS TO BE SUBMITTED

The following forms/documents must be completed and submitted in a sealed envelope listing the following information on the outside:

“RFP 1516-005 Public Works On-Demand Construction Services”

Non-Collusion Affidavit

Exhibit A ~ Pre-Qualification Form *

Exhibit B ~ Unit Price Proposal (***must be submitted in separate sealed envelope***)

Exhibit C ~ Davis/Bacon Wage Determination

Exhibit D ~ Byrd Amendment Certification

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

Exhibit F ~ Certification as a Minority Owned, Women Owned or Section 3 Business

* The contractor may add additional relevant information as he deems necessary for pre-qualification.

B. NUMBER OF COPIES

Ten (10) Bound copies and one (1) electronic copy.

C. POINT OF CONTACT

Jared Jakubowski, Grants Manager, 405-793-4571 or jjakubowski@cityofmoore.com

Evaluation and Selection

This evaluation and selection for this RFP will be a three (3) step process:

1. Review of contractor's submitted qualifications by the selection committee members to ensure the proposal meets the minimum requirements of the qualifications/proposal documents;
2. A scoring matrix will be prepared and review by the selection committee members of all submitted qualifications which may or may not result in contractor in-person interviews of the top three or four (3-4) firms;
3. The sealed unit price proposals of the top ranked construction firms will then be opened and reviewed. The sealed unit price proposal will be for the following typical

construction tasks: roadway, drainage, traffic signal and emergency construction services. The pay items will be established by the City of Moore. These sealed unit price proposals will then become the basis of any on-demand construction services requested by the City from top ranked construction firms.

An emphasis will be placed on the Contractor's ability to provide timely services that meet the City of Moore's Public Works needs and expectations. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Contractor to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The Contractor shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one or more of the Contractors may be requested by evaluators if deemed necessary to fully understand and compare the Contractors' capabilities and qualifications.

Submittals shall provide a straightforward, concise description of the Contractor's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's objectives.

Miscellaneous

- Qualifications and any other information submitted by Contractors in response to this RFP shall become property of the City.
- Contractors shall prepare and develop submittals at the sole cost and expense of the Contractor.
- The City reserves the right to reject any kind and all submittals and re-solicit for new qualifications, or to reject any and all submittals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Contractor to the RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- A proposal may be modified or withdrawn in person at any time before the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Contractor's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.
- If an agreement cannot be made with the highest scoring Contractor, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Contractor.
- The City may request clarification from the Contractors regarding their submittals, obtain additional material, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

- The City anticipates selecting one (1) or more contractors based off the pre-qualification matrix scoring for this work.

Schedule

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

- **October 9, 2015:** Advertise RFQ
- **October 16, 2015:** Advertise RFQ
- **October 20, 2015:** Questions due to the City
- **October 23, 2015:** Responses to submitted questions posted online
- **October 26, 2015:** Mandatory Pre-Proposal meeting
- **October 30, 2015:** RFP responses due to the City
- **November 2-4, 2015:** Selection Committee evaluate and shortlist candidates
- **November 6, 2015:** Notify top ranked companies
- **November 16, 2015:** City Council meeting
- **November 17, 2015:** Contract execution / notice to proceed

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.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a felony (Firm's Name) 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)

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

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/w hd/form s / w h347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A ~ Prequalification Form

BIDDER'S PRE-QUALIFICATIONS
CITY OF MOORE PUBLIC WORKS
HOUSING AND URBAN DEVELOPMENT PAVING, GRADING, DRAINAGE AND TRAFFIC SIGNAL
IMPROVEMENTS AND EMERGENCY CONSTRUCTION SERVICES
ON-DEMAND CONSTRUCTION SERVICES
CITY PROJECT NO. 1516-005

As part of a three (3) phased process, the prospective Bidder shall submit to the Assistant City Manager at the date and time stated in the Notice to Bidders the data requested below for pre-qualification. 1. The city and the consulting engineer will examine the submitted data in detail to ensure the minimum requirements of the pre-qualification and proposal instructions have been followed. 2. A scoring matrix review by the selection committee members will then rank all of the submitted qualifications to select the top ranked construction firms, per construction task, which may or may not result in in-person interviews of the contractor. 3. The submitted sealed proposals of typical construction pay item unit prices of the top ranked construction firms will then be opened and reviewed. The sealed unit price proposal will be for the following construction tasks: typical roadway, storm water drainage, traffic signal and emergency construction services. The pay items will be established by the City of Moore. These sealed unit price proposals will then become the basis of any on-demand construction services requested by the City from the top ranked construction firms.

DATE: _____	CONTACT: _____
COMPANY: _____	E-MAIL: _____
ADDRESS: _____	CITY, STATE & ZIP: _____
DUNN's Number: _____	PHONE: _____

As a prerequisite for this project, the prospective Bidder must be pre-qualified and in good standing with the City of Oklahoma City and the Oklahoma Department of Transportation. Additionally, the Bidder must certify to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name, Company, & Title of Authorized Representative

Address of Company Representing

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

For each construction task experience specified in Parts A, B, C, and D of this form, the Bidder shall denote "NO DISPUTE" if the Owner and Contractor agreed the project had no disagreement, initially or otherwise, concerning whether the contract had been completed in a timely manner. The Bidder shall denote "DISPUTE" for any contact listed in this form in which a dispute occurred. The Contractor shall explain the nature and extent to the dispute as well as how it was resolved, and submit with this form.

A. **ROADWAY EXPERIENCE:** Bidders shall have previous roadway construction/rehabilitation experience and shall submit with this Exhibit information in conjunction with the last three (3) projects that provided that experience within the last five (5) years. If it is the intent of the Contractor to subcontract any portion of this construction task then the construction experience of the Subcontractor should be substituted in lieu of the Contractor's experience and the Subcontractor should be named. Bidders shall summarize the projects in the following spaces.

If the bidder does not want to perform this type of construction task, but wants to perform other construction tasks associated with this project, the bidder simply will not fill out this section of the prequalification form.

1. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____

PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT MOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

2. CITY/COMPANY NAME: _____
 CONTACT NAME: _____
 ADDRESS: _____

 PHONE NUMBER: _____
 DATE OF COMPLETION: _____
 CONTRACT AMOUNT: _____
 BRIEF DESCRIPTION: _____

 CIRCLE ONE: DISPUTE / NO DISPUTE

3. CITY/COMPANY NAME: _____
 CONTACT NAME: _____
 ADDRESS: _____

 PHONE NUMBER: _____
 DATE OF COMPLETION: _____
 CONTRACT AMOUNT: _____
 BRIEF DESCRIPTION: _____

 CIRCLE ONE: DISPUTE / NO DISPUTE

B. **DRAINAGE EXPERIENCE:** Bidders shall have previous drainage construction/rehabilitation experience and shall submit with this Exhibit information in conjunction with the last three (3) projects that provided that experience within the last five (5) years. If it is the intent of the Contractor to subcontract any portion of this construction task then the construction experience of the Subcontractor should be substituted in lieu of the Contractor's experience and the Subcontractor should be named. Bidders shall summarize the projects in the following spaces.

If the bidder does not want to perform this type of construction task, but wants to perform other construction tasks associated with this project, the bidder simply will not fill out this section of the prequalification form.

1. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

2. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

3. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

C. **TRAFFIC SIGNAL EXPERIENCE:** Bidders shall have previous traffic signal construction/rehabilitation experience and shall submit with this Exhibit information in conjunction with the last three (3) projects that provided that experience within the last five (5) years. If it is the intent of the Contractor to subcontract any portion of this construction task then the construction experience of the Subcontractor should be substituted in lieu of the Contractor's experience and the Subcontractor should be named. Bidders shall summarize the projects in the following spaces.

If the bidder does not want to perform this type of construction task, but wants to perform other construction tasks associated with this project, the bidder simply will not fill out this section of the prequalification form.

1. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____
CIRCLE ONE: DISPUTE / NO DISPUTE

2. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____
CIRCLE ONE: DISPUTE / NO DISPUTE

2. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

3. CITY/COMPANY NAME: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
DATE OF COMPLETION: _____
CONTRACT AMOUNT: _____
BRIEF DESCRIPTION: _____

CIRCLE ONE: DISPUTE / NO DISPUTE

ADDITIONAL EXPERIENCE MAY BE SUBMITTED IN THIS SAME FORMAT AND ATTACHED TO THIS EXHIBIT.

F. **FINANCIAL INFORMATION:** Each Bidder shall furnish the following information.

1. Name of Bonding Company: _____
Bonding Company Agent: _____
Agent Address: _____
Agent Phone No.: _____

2. Bank where business accounts and/or operating loan is held:
Name: _____
Address: _____
Phone No. & Contact Person: _____

By submitting this application, Bidder hereby consents to the city and consulting engineer contacting the above listed bonding company and bank, furnishing them a copy of this application and requesting from and receiving information regarding Bidder's ability to perform the construction project anticipated herein timely and according to contract documents. Bidder hereby authorizes said entities and their agents and employs to discuss Bidder's financial qualifications, timeliness of payments and other matters which may reasonably be related to Bidder's ability to perform the construction contract contemplated herein and hereby release them, their agents and employees from any and all causes of action of Bidder which may arise therefrom. Bidder agrees that both bank and bonding company agent may keep the contents of their discussions confidential from Bidder.

STATEMENT AND RELEASE OF FINANCIAL INFORMATION

I _____ being an agent of, _____ do hereby attest that the foregoing Prequalification Statement of Experience and Financial Statement is true and accurate and authorizes The City of Moore to investigate all references and obtain credit and financial information regarding the Applicant as of the date hereof.

Dated this _____ day of _____, 20____.

PRINTED NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires _____

- I. **SUBCONTRACT:** Each Bidder shall utilize the following table and list what work for this project will be subcontracted and name the subcontractor to be used. If no portion of the work is to be subcontracted, Bidder shall enter the word "NONE" into the table.

List of Subcontracted Work and Subcontractor Proposed to Perform the Work:	
Ex	Concrete Curb and Gutter - Joe's Construction Company, 301 North Broadway, Moore, Oklahoma 73160 Joe Jones, President (405) 555-1212 office (405) 555-2121 cell joe.jones@JCC.com
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Exhibit B ~ Unit Price Proposal

<u>OKC</u>	<u>Pay Item</u>			
<u>Spec</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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.	
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.	

<u>OKC Spec</u>	<u>Pay Item</u>			
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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.	
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.	

<u>OKC Spec</u>	<u>Pay Item</u>			
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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.	
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.	

<u>OKC Spec</u>	<u>Pay Item</u>			
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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 Type I	Ea.	
726	01	Pull Box Type II	Ea.	
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.	

<u>OKC Spec</u>	<u>Pay Item</u>			
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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 (33.0SF 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.	
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	
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. Driveway (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.	

<u>OKC Spec</u>	<u>Pay Item</u>			
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
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.	
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.	

Exhibit C ~ Davis/Bacon Wage Determination

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.

Modification Number	Publication Date
0	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

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Exhibit D ~ Byrd Amendment Certification

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

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 ~ Certification as a Minority
Owned, Women Owned or Section 3
Business

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	