

Questions Submitted for RFQ #2027-003

Engineering Services for the Eastern Avenue 24-inch Transmission Line from NE 12th Street to OKC Meter to the Eastern Avenue Pump Station and SE 19th Street.

1. In reviewing the RFQ for the #2027-003 Engineering Services for the Eastern Avenue 24 inch Transmission Line from NE 12th Street OKC Meter to the Eastern Avenue Pump Station and SE 19th Street project, It appears we may be missing some information in section III. Submittal Requirements.

A. CONTENTS OF PROPOSAL

The following information is to be included in the proposal:

The prospective consultants are encouraged to follow the outline and page distribution indicated below. Respondents shall submit five (5) paper copies and one (1) .pdf copy of their completed RFQ response. All proposals must be limited to the following prescribed information and be submitted in an 8 ½" x 11" format.

B. DOCUMENTS TO BE SUBMITTED

The following forms/documents must be completed and submitted

- Exhibit A Non-Collusion Affidavit
- Exhibit B Certification Regarding Lobbying
- Exhibit C Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Exhibit D Conflict of Interest Certification
- Exhibit E Disadvantaged Business Enterprise Certification
- Proof of Insurance
- W-9
- UEI Number

I did find the evaluation criteria on the following page, but I want to be certain we are not missing specific requested information. Thank you for any clarification.

Proposals should include the documents identified in Section B. Documents to be Submitted. However, there is no outline or prescribed information that is required to be used or included. Please note Section IV Evaluation and Selection on page 5 of the RFQ on how the proposals will be scored.

2. The RFQ identifies the general project limits as the NE 12th Street OKC Meter, Eastern Avenue Pump Station, and SE 19th Street. Does the City have an existing planning-level exhibit or map showing the anticipated corridor, preferred side of Eastern Avenue, approximate connection points at the OKC meter and pump station, the proposed connection near SE 19th Street, and the anticipated adjoining cross-street waterline tie-ins? If available, could this exhibit be provided for proposal planning?

See Exhibits A and B for anticipated alignment.

3. For purposes of the project approach and schedule, should consultants assume the transmission line will generally be located within existing public right-of-way or City-owned utility easements? If the selected alignment requires additional temporary or permanent easements, should the consultant include preparation of easement exhibits and legal descriptions, with the City responsible for property-owner coordination, appraisals, negotiations, acquisition, and compensation?

The intent is that the alignment will be placed in existing easements. However, for some reason an additional easement is required for constructability purposes, the engineer will be responsible for preparing any legal descriptions and exhibits necessary for acquisitions. The selected engineering firm will also be responsible for providing property management services for any right of way acquisition services necessary.

4. Does the City have any existing survey, right-of-way, utility, SUE, or geotechnical information within the project corridor, and if so, will it be made available to the selected consultant, or should the selected consultant include the topographic and right-of-way survey, subsurface utility engineering, and geotechnical investigations necessary for design and construction?

The City has legal descriptions for some easements outside of the typical 100 ft.-width roadway right-of-way between the NE 12th Street OKC meter and NE 9th Street. Any additional easements necessary would fall under the response to question 3. I would anticipate that SUE and right of way surveying would be included in the negotiated scope of services within the corridor.

5. Please identify the specific federal EPA funding program anticipated for the project and any associated program requirements. Has any required federal environmental review process, including any required NEPA documentation, already begun?

The EPA program that is funding this project is the Community Grants Program. The City and the EPA are currently working on completing the environmental review. However, information from the planning and design phase will be needed to complete the review. All other federal contracting requirements are included in Exhibit C of this document.

6. Beyond the anticipated October 20, 2026, notice to proceed, are there required dates for design completion, environmental clearance, permitting, bidding, construction award, construction completion, or expenditure of federal funds?

Currently the EPA grant allows 18 months for planning, design and procurement of a Construction Contractor. The grant allows 12 months for construction. The final schedule will be determined through the selection and negotiation process.

7. The RFQ includes assistance throughout construction. Does the City anticipate full-time resident project representation or construction inspection, periodic construction observation, or construction administration services only?

I would anticipate periodic construction inspection along with construction administrative services will be negotiated as part of this project.

8. Please confirm how the required digital PDF copy should be submitted. Should it be included on a USB drive with five hard copies, or submitted electronically?

The electronic copy should be included on a USB drive and submitted with 5 hard copies.

9. Can the City confirm if the firm will need to provide Modeling services or if those services will be done outside of the scope of work.

Modeling services, if required for this project, will be provided outside the scope of this work.

10. Have there been any preliminary exhibits or planning information developed for this project or the Eastern Avenue Pump Station to gain a better understanding of the project objectives?

See Exhibits D, E and F from the City's Water Master Plan.

List of Exhibits:

Exhibit A: Project Map Overview

Exhibit B: GIS Project Map

Exhibit C: Federal Contract Provisions

Exhibit D: 24" Transmission Line from 12th St to OKC Meter excerpt from Water Master Plan

Exhibit E: Pump Station Expansion excerpt from the Water Master Plan

Exhibit F: 24" Transmission Line from Pump Station to 19th St excerpt from Water Master Plan

Water Transmission Line

Exhibit A

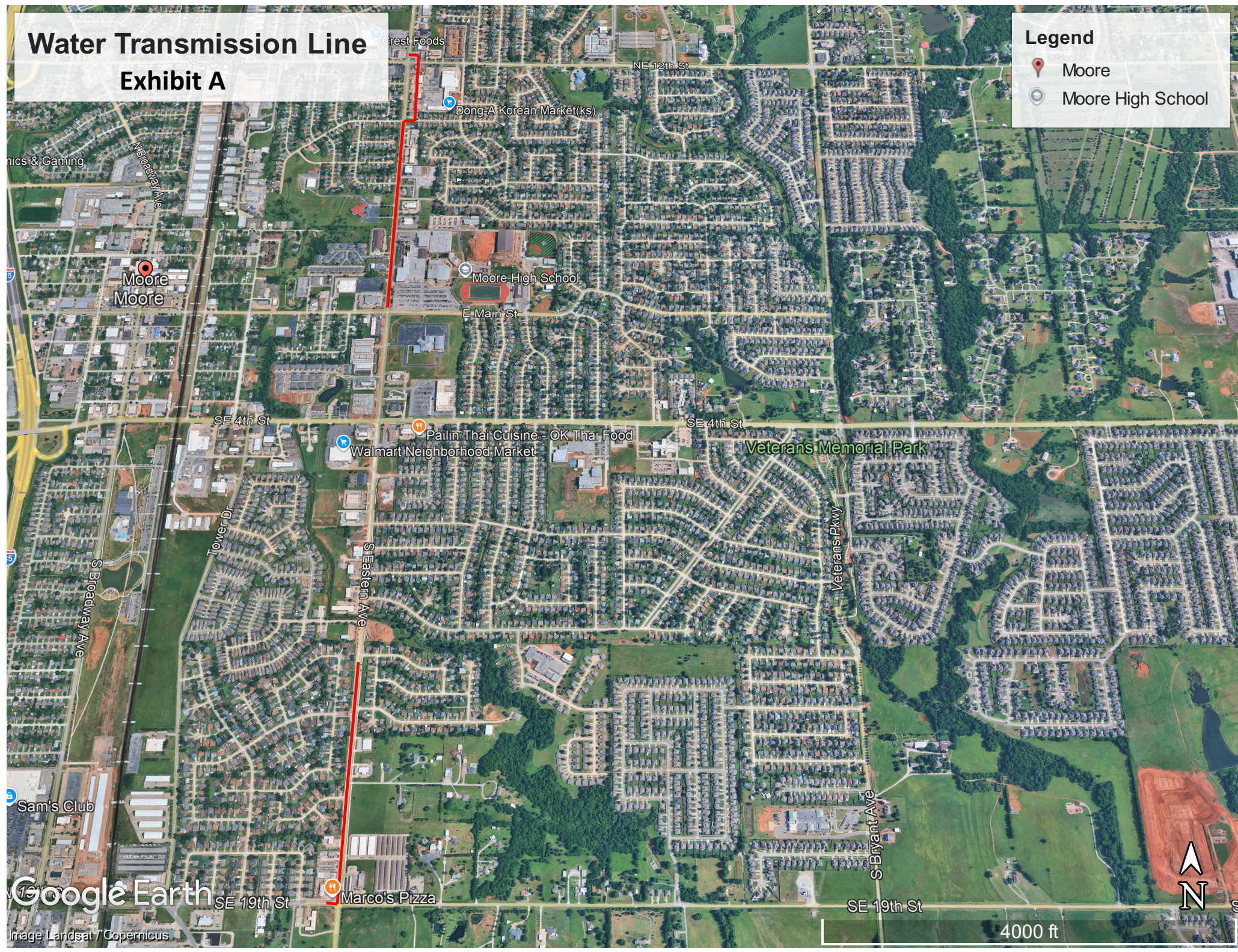
Legend



Moore



Moore High School



Google Earth

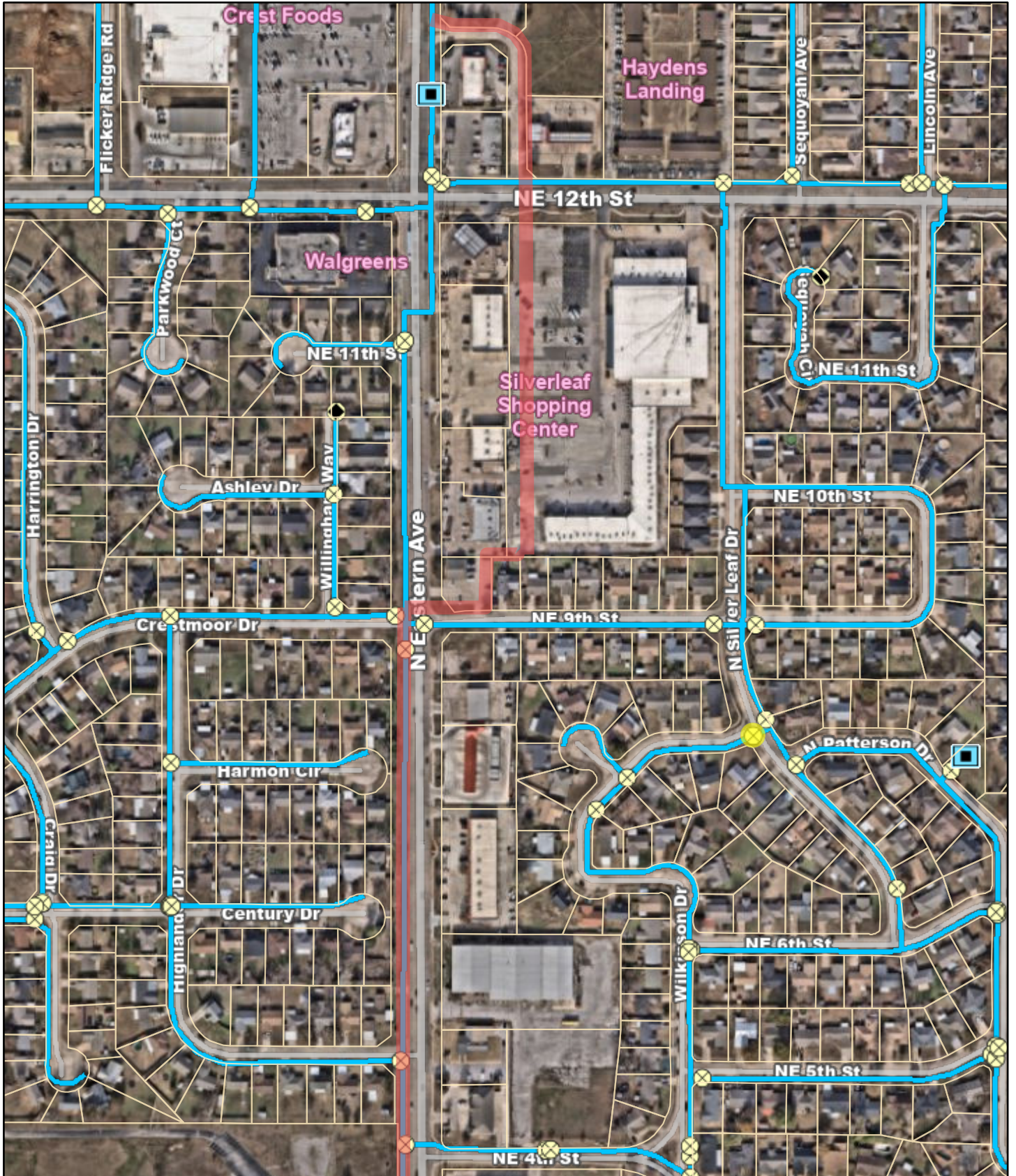
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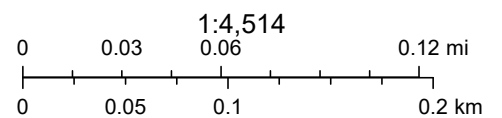
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Utility Map

Exhibit B



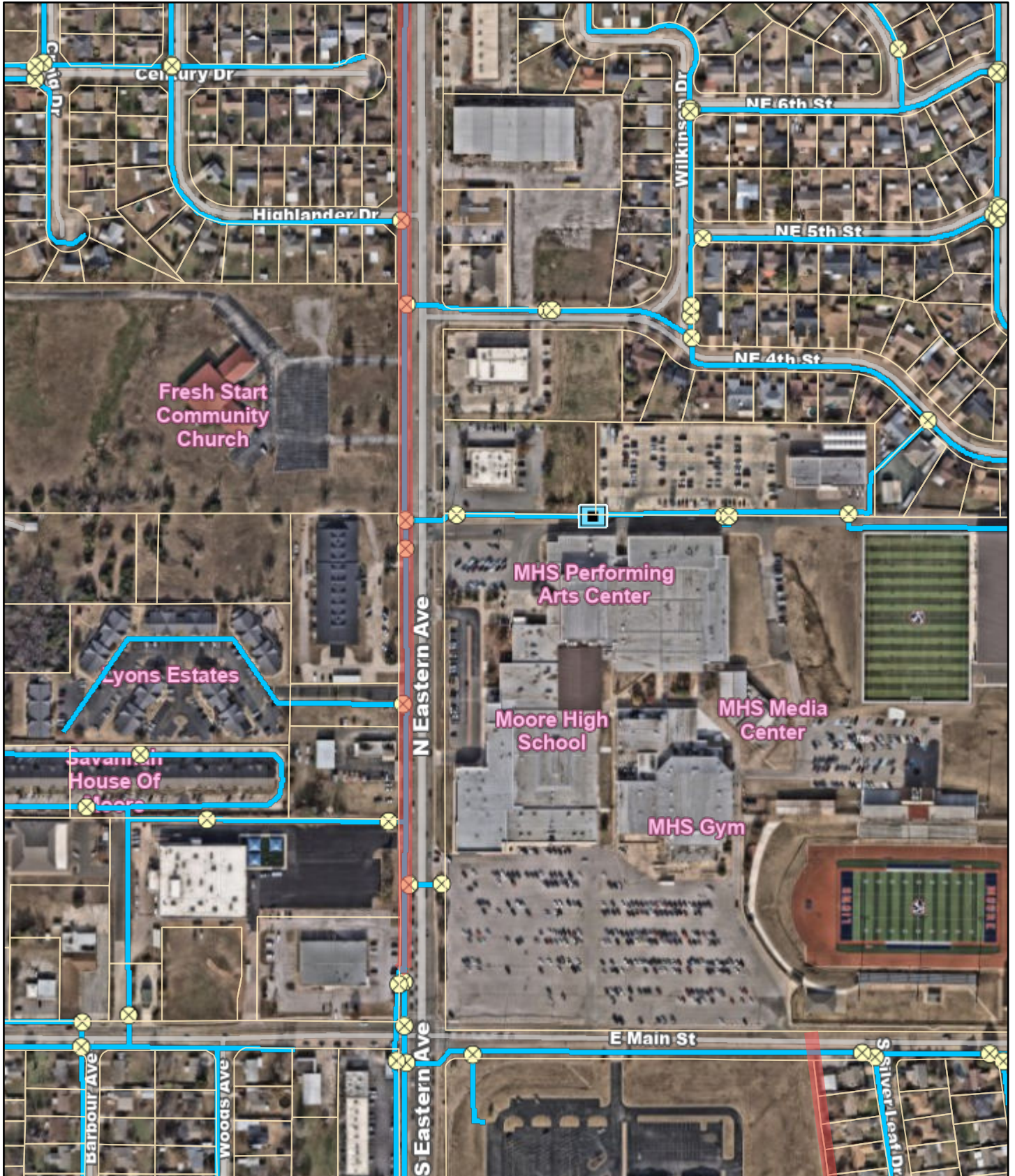
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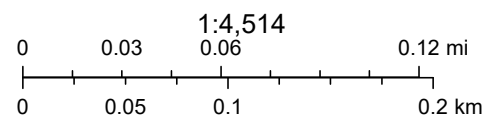
City of Moore, Oklahoma, Vantor

Utility Map

Exhibit B



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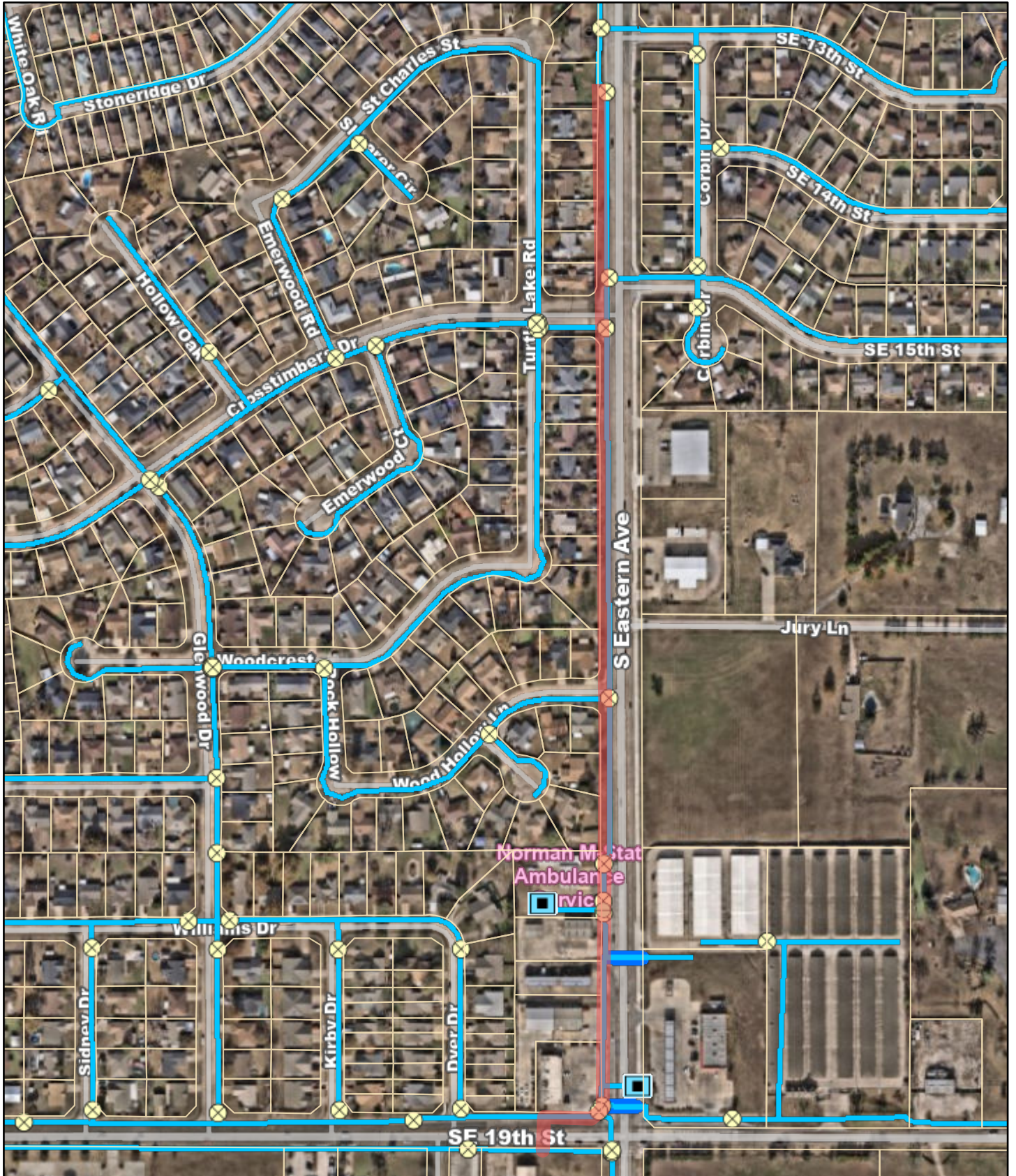


City of Moore, Oklahoma, Vantor

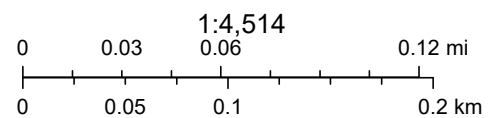
none | Vantor | See web site for license constraints. | City of Moore, Oklahoma |

Utility Map

Exhibit B



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City of Moore, Oklahoma, Vantor

none | Vantor | See web site for license constraints. | City of Moore, Oklahoma |

Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. Reference: 49 CFR Part 18

Assignability

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

Access to Records

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

Record Retention Requirements

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the federal award shall be retained for a period of three years from the date of the close of the grant. The Federal Agency and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by the Federal Agency, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the Federal Agency or the City of Moore, the 3-year retention requirement is not applicable to the Contractor.

Reference: 2 CFR 200.333

Remedies for Noncompliance

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a federal award or the City of Moore may impose additional conditions, as described in 2 CFR 200.207

Specific Conditions. If the Federal Agency or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, the Federal Agency or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by the Federal Agency or City of Moore.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and the Federal Agency regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by the Federal Agency.
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: 2 CFR 200.338

Breaches and Dispute Resolution

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

Reference: 49 CFR Part 18

Termination

- (a) The Contract may be terminated in whole or in part as follows:
- (1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
 - (2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination. The City shall be entitled to all contractor work up to the date of termination;
 - (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the Contractor upon sending the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Agency or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, the Federal Agency or City of Moore may terminate the Contract in its entirety.
- (b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

Reference: 2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015

Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

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

Exhibit C

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal Agency may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal Agency may issue.

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

Civil Rights

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

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

Conflict of Interest

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to federally funded activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a federally-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a federally-assisted

activity, or with respect to the proceeds of the federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

Copyrights

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

Byrd Anti-Lobbying Amendment

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

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

Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Oklahoma. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

Clean Air Act

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q). The Contractor agrees to report each violation to the Purchaser and understands and agrees

that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

- (b) 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by the Federal Agency.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18, 33 USC 1251-1387 (over \$100,000)

Federal Water Pollution Control Act

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. The Contractor agrees to report each violation to the City of Moore and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with the Federal Agency.

References: 33 U.S.C. 1251-1387 (over \$100,000)

Energy Conservation

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

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

Procurement of Recovered Materials

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

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 2 CFR 200.323 (More than \$10,000)

Environmental Conditions Discovered During Construction

- (a) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction.
- (b) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.
- (c) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared

References: 24 CFR Part 58.47

Section 504 and Americans with Disabilities Act

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks,

pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

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

Rights to Inventions

- (a) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (b) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (c) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (d) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."
- (e) Subcontracts:
 - (1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
 - (2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
 - (3) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and

Exhibit C

the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

Contracting with small and minority businesses, disadvantaged business enterprises, women's business enterprises, and labor surplus area firms.

- (a) The contractor, if subcontractors are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Reference: 2 CR 200.321

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Reference: 2 CFR 200.322

Build America Buy America

The Contractor acknowledges to and for the benefit of the City of Moore and the Funding Authority that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that

requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the City of Moore or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the City of Moore or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the City of Moore or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the City of Moore). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the City of Moore for the funding of its project, the City of Moore and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority. Reference: 2 CFR Part 184

American Iron and Steel

The Contractor acknowledges to and for the benefit of the City of Moore and the Funding Authority that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the City of Moore and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City of Moore or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the City of Moore or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the City of Moore). If the Contractor

has no direct contractual privity with the Funding Authority, as a lender or awardee to the City of Moore for the funding of its project, the City of Moore and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Reference: 2 CFR Part 184

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions:* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) *Prohibitions:*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (3) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (4) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (5) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions*
 - (1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or 27 Contract Provisions Guide

- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that are not used as a substantial or essential component of any system; and are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement:*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts:* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Reference: 2 CFR 200.216

City of Moore



Water Master Plan

March 2023

Construction Project Number: 5

Phase: 2025

Project Name: 24-inch Transmission Line from 12th Street OKC Meter

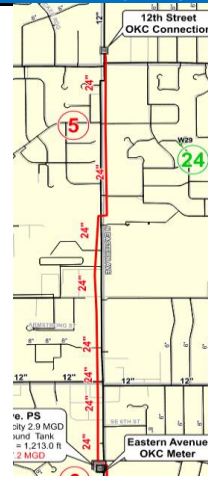
Project Description:

24-inch Transmission line along Eastern Avenue from the 12th Street OKC Meter to the 2 MG Eastern Avenue clearwell

Project Drivers:

High velocities through the Eastern Avenue OKC meter under future demands and inability to upsize meter due to increase in OKC water rates

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	7,000	LF	\$ 552	\$ 3,864,000
2	Asphalt Pavement Repair	7,000	LF	\$ 330	\$ 2,310,000
SUBTOTAL:					\$ 6,174,000
CONTINGENCY				30%	\$ 1,852,200
SUBTOTAL:					\$ 8,026,200
ENG/SURVEY, MOBILIZATION				20%	\$ 1,605,300
SUBTOTAL:					\$ 9,631,500
Estimated Project Total:					\$ 9,631,500

Trigger to Accelerate Project:

Eastern Ave. PS expansion

Additional Notes:

This project may be avoided if the OKC meter at Eastern Ave. is replaced with a larger meter instead.

Comments: The costs are provided as estimates based on previous similar engineering experience in 2022 dollars and include allowances for engineering, surveying, mobilization, and contingencies. Costs do not include easements or land acquisition. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a professional familiar with the industry. The Engineer cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from its opinion of probable costs.

Exhibit E

City of Moore



Water Master Plan

March 2023

Construction Project Number: 6

Phase: 2025

Project Name: Expand Eastern Ave PS from 2.88 MGD to 7.20 MGD Firm Capacity

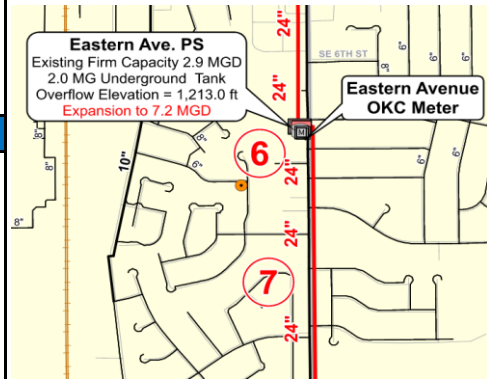
Project Description:

Add a 1,000 gpm pump to the existing 4th pump slot; add two 1,000 gpm pumps, piping, and appurtenances to two of the available existing pump hatches above the clearwell (PS will have 3 existing and 3 new pumps)

Project Drivers:

Increased water demand - need to have sufficient firm capacity between Eastern Avenue PS and 70% well capacity (includes safety factor) to serve the forecasted maximum day demand in the South Pressure Plane in 2025; need for redundancy with the future 34th Street PS in the event that the 72-inch OKC line is out of service

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	150	LF	\$ 276	\$ 41,400
2	16" WL & Appurtenances	50	LF	\$ 368	\$ 18,400
3	24" WL & Appurtenances	100	LF	\$ 552	\$ 55,200
4	Eastern Ave PS	4,320,028	GPD	\$ 0.50	\$ 2,160,014
5	Asphalt Pavement Repair	300	LF	\$ 330	\$ 99,000
SUBTOTAL:					\$ 2,374,100
CONTINGENCY				30%	\$ 712,300
SUBTOTAL:					\$ 3,086,400
ENG/SURVEY, MOBILIZATION				20%	\$ 617,300
SUBTOTAL:					\$ 3,703,700
Estimated Project Total:					\$ 3,703,700

Trigger to Accelerate Project:

Difficulty maintaining tower water levels, reduced gravity flow from the 34th Street OKC meter, lower OKC pressures.

Additional Notes:

This project can be phased with a single pump filling the existing fourth pump slot, and if demands increase as projected, add two additional pumps to the existing pump hatches.

Comments: The costs are provided as estimates based on previous similar engineering experience in 2022 dollars and include allowances for engineering, surveying, mobilization, and contingencies. Costs do not include easements or land acquisition. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a professional familiar with the industry. The Engineer cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from its opinion of probable costs.

Exhibit F

City of Moore



Water Master Plan

March 2023

Construction Project Number: 7

Phase: 2025

Project Name: 24-inch Transmission Line from Eastern Avenue PS to 19th Street

Project Description:

24-inch transmission line along Eastern Avenue from the proposed 24-inch discharge of Eastern Ave PS to the existing 24-inch main on the south side of 19th Street

Project Drivers:

High velocities in existing pipe, growing demands in the SE

Vicinity Map



Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	4,100	LF	\$ 552	\$ 2,263,200
2	Asphalt Pavement Repair	4,100	LF	\$ 330	\$ 1,353,000
				SUBTOTAL:	\$ 3,616,200
CONTINGENCY				30%	\$ 1,084,900
				SUBTOTAL:	\$ 4,701,100
ENG/SURVEY, MOBILIZATION				20%	\$ 940,300
				SUBTOTAL:	\$ 5,641,400
				Estimated Project Total:	\$ 5,641,400

Trigger to Accelerate Project:

Difficulty maintaining 19th Street Tower water levels, water main breaks south of the Eastern Ave PS

Additional Notes:

Consider adding an altitude valve to 19th Street Tower (not included in costs); project connects at the intersection of the 24-inch discharge pipe from Eastern Ave PS and the existing 16-inch main along Eastern Ave. in the model

Comments: The costs are provided as estimates based on previous similar engineering experience in 2022 dollars and include allowances for engineering, surveying, mobilization, and contingencies. Costs do not include easements or land acquisition. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a professional familiar with the industry. The Engineer cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from its opinion of probable costs.