

# CONTRACT

---



## **BETWEEN THE CITY OF MOORE, OKLAHOMA AND CIMARRON CONSTRUCTION FOR ON-DEMAND CONSTRUCTION SERVICES**

### **Preamble**

This Contract is entered into between the City of Moore, Oklahoma (“the City”), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Cimarron Construction with principal offices at 7409 NW 85<sup>th</sup> St., Oklahoma City, OK 73132.

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

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

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

## Section 1: Term and Termination

- 1) The term of the contract shall be from November 16, 2016 through November 16, 2017;
- 2) The term may be extended in increments of one year for up to four years from the initial Contract date upon the written agreement of the City and the Contractor;
- 3) The Contract may be terminated in whole or in part as follows:
  - (a) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
  - (b) 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;
  - (c) 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
  - (d) By the Contractor upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.
  - (e) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

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

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

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

### **GENERAL**

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

2) The Contractor shall provide all equipment to complete the assigned construction projects or construction tasks. This equipment shall all be in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local or mobile field office, and office equipment.

3) All work and materials will comply with the current version of the City of 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. The City of Moore also reserves the right to modify or deviate from the construction specifications if necessary to best fit the needs of The City of Moore.

## **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. With Pre-approval by the City of Moore; the contractor may procure specialized contractors, equipment, supplies or emergency equipment on the City of Moore’s behalf to complete this work, the contractor shall be allowed an eight 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 tasks shall include:

- Full time project manager who will be in the field daily that works closely with the city staff.
- Weekly progress meetings with city staff, project inspector and construction crewmembers.
- Subject to weekly safety meetings and safety inspections.

- Subject to Daily inspection of all safety barricades
- Shall provide all compliance with Federal Emergency Management Agency (FEMA), Oklahoma Department of Transportation (ODOT), Oklahoma Department of Environmental Quality (ODEQ) or Oklahoma Department of Emergency Management (OEM) regulations as required.
- Attend meetings with the City, Federal Emergency Management Agency (FEMA), Oklahoma Department of Transportation (ODOT), Oklahoma Department of Environmental Quality (ODEQ) or Oklahoma Department of Emergency Management (OEM) and other agencies as necessary.
- Provide a bond for the protection of the City of Moore against claims during construction.

## **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. With Pre-approval by the City of Moore, the contractor may procure specialized contractors, equipment, supplies, or emergency equipment on the City of Moore's behalf to complete this work, the contractor shall be allowed an eight 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 tasks shall include:

- Full time project manager who will be in the field daily that works closely with the city staff.
- Weekly progress meetings with city staff, project inspector and construction crewmembers.
- Subject to weekly safety meetings and safety inspections.
- Subject to daily inspection of all safety barricades
- Shall provide all compliance with Federal Emergency Management Agency (FEMA), Oklahoma Department of Transportation (ODOT), Oklahoma Department of Environmental Equality (ODEQ), Oklahoma Water Resource Board (OWRB), U.S. Army Corps of Engineers (USACE), or Oklahoma Department of Emergency Management (OEM) regulations as required.
- Attend meetings with the City, Federal Emergency Management Agency (FEMA), Oklahoma Department of Transportation (ODOT), Oklahoma Department of Environmental Equality (ODEQ), Oklahoma Water Resource Board (OWRB), U.S. Army Corps of Engineers (USACE), or Oklahoma Department of Emergency Management (OEM) and other agencies as necessary
- Provide a bond for the protection of the City of Moore against claims during construction.

## **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. With Pre-approval by the City of Moore, the contractor may procure specialized contractors, equipment, supplies, or emergency equipment on the City of Moore's behalf to complete this work, the contractor shall be allowed an eight percent markup on the actual costs with acceptable documentation being provided to the city.

### **Trash and Debris Removal**

Trash and debris removal consists of labor, equipment, land fill costs, and trucking necessary to remove trash and debris from public property and right of 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.
- Shall provide 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 crewmembers.
- Daily safety meetings and safety inspections.
- Shall provide 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 Clean-up 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 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 windstorm:**

- Contractor shall 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 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**

1) The disposal of industrial types of hazardous wastes that would not normally be found in a household waste stream will be paid for as an emergency service. If encountered on public right of ways or in residential areas, hazardous wastes shall be properly disposed of by a licensed company and the contractor shall provide documentation of proper disposal to the City of Moore.

### **ADDITIONAL SERVICES**

1) 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 or the Moore Public Works Authority, that have not been named in the bid items. The Contractor shall use its best efforts to obtain any professional services, specialty items, and best quality materials, (that meet the approved construction specification or standard details), at the best price available that fit the budget requirements set forth by the City of Moore. The City of Moore will also consider value

engineering proposals, and other cost saving methods as approved by 49 CFR Sec 18:36 subpart 7 to provide maximum value to the City of Moore.

2) The Contractor shall obtain prior authorization before purchasing any additional materials or services not named in the unit price bid items.

3) 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.

## **Change Orders and Claims**

The City of Moore does not guarantee any specific work or any specific amount of work in relation to any part of this contract. Claims will be processed to cover work as work orders are issued by the Grants Manager or his designee and completed during the contract period. All change orders for additional payments or changes in the work such as: changes in materials, project design, or extra quantities, must be approved by the City before proceeding.

## **Section 3: General Terms and Conditions**

### **Laws and Regulations**

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April19, 2013
- (h) HUD Federal Register Notice at78 FR 76154 published December 16, 2013

- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

## **Federal Changes**

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency 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 U.S. Department of Housing and Urban Development (“HUD”), 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 HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

### **Remedies for Noncompliance**

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

## Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction 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 or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

## Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

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

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

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

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

## Civil Rights

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

Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

## **Conflict of Interest**

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

## **Copyrights**

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

## **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

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

## **Environmental Requirements**

### **Clean Air**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

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

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

### **Clean Water**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

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

### **Energy Conservation**

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

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

### **Recycled Products**

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

B of 40 CFR Part 247.

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

### **Environmental Conditions Discovered During Construction**

- 1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;
- 2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.
- 3) The 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

## **Section 4: Bonds, Insurance & Licenses**

### **Bond Requirements**

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

#### **Maintenance Bond:**

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

**Performance Bond:**

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

**Statutory Bond:**

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

**Proof of Bonds shall be delivered to the City of Moore prior to the issuance of any Work Order.**

**Insurance Requirements**

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

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

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

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

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

## License Requirements

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

## Section 5: Work Orders, Invoices, and Payment

The contractor will provide a scope of services, budget, and timeline for each project.

Once the scope of services, budget, and timeline for the project has been negotiated a work order will be prepared.

### Work Orders

- 1) The Contractor will receive a Work Order from the City which will describe the scope of services specific to the construction project or task;
  - a. The Contractor will submit to the City a complete line item budget based on the Unit Prices in Appendix A;

- b. The Contractor will submit to the City a schedule for completion;
- 2) The City will determine if the costs and schedule are reasonable and prudent;
- 3) The City will establish the start date for the project and provide the Contractor with a signed and dated Notice to Proceed;
  - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor's complete expense and risk.
- 4) The Work Order number shall be identified and included in all Invoices.
- 5) A work order will not be issued until the Department of Capital Planning and Resiliency has received proof of insurance and bonds.

## Invoices

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

- 1) The Contractor agrees that the labor and materials costs for on-demand construction services shall be defined as the Unit Prices contained in [Appendix A](#);
- 2) The Contractor's sub-contractors are contained in [Appendix B](#)
  - a) The Contractor may amend the sub-contractor list in accordance with [Section 8: Modification or Amendment](#)
- 3) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in [Appendix D](#) at the time of the Invoice;
- 4) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 5) For an Invoice to be considered "properly submitted":
  - a) The Invoice must be identified by Work Order Number, be complete, accurate, have all required documentation; be signed and dated; and
  - b) All Davis-Bacon, Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.
- 6) Monthly invoices must be submitted by the 15th of each month.

## Weekly Reports

- 1) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in [Appendix C](#); and
  - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- 2) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#); and
  - b) To submit Section 3 reports weekly to the Compliance Specialist

## Payments

- 1) The City agrees to make full payment of any “properly submitted” invoice within sixty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Contractor.
- 3) All Davis-Bacon, Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated to receive payment.

## Adjustments to Rate Schedule

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

## **Section 6: Proprietary Information**

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

## **Section 7: Understanding and Authorization**

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

## **Section 8: Modification or Amendment**

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

## **Section 9: Execution**

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

## **Section 10: Notifications**

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

To: The City of Moore at:

Grants Manager  
Capital Planning and Resiliency  
City of Moore  
301 N. Broadway  
Moore, Oklahoma 73160

To: Cimarron Construction at:

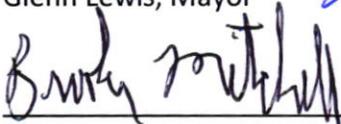
Cimarron Construction  
Travis Lloyd  
7409 NW 85<sup>th</sup> St.  
Oklahoma City, OK 73132

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

The City of Moore:

  
\_\_\_\_\_  
Glenn Lewis, Mayor

Date: 10-3-16

  
\_\_\_\_\_  
Brooks Mitchell, City Clerk

  
\_\_\_\_\_  
Randy Brink, City Attorney

Cimarron Construction

  
\_\_\_\_\_  
Don E. Noble, President

Date: 10/6/16

## APPENDIX A: UNIT PRICES

In addition to the unit prices, the Contactor may add an additional seven percent of the work order cost as mobilization fees for each project or work order.

### Drainage

| <u>OKC Spec Book #</u> | <u>Pay Item #</u> | <u>Description</u>   | <u>Unit</u> | <u>Unit Price</u> |
|------------------------|-------------------|--|-------------|-------------------|
|                        |                   |  |             |                   |
| 403                    | 01                | Concrete Channel Liner   | S.Y.        | \$ 120.00         |
| 403                    | 02                | Concrete Channel Liner (Transition)                            | S.Y.        | \$ 155.00         |
| 404                    | 01                | Concrete Class A   | C.Y.        | \$ 495.00         |
| 404                    | 06                | Structural Concrete (Retaining Wall)(Type I A)(2'-5' Height)   | L.F.        | \$ 219.00         |
| 404                    | 07                | Structural Concrete (Retaining Wall)(Type I B)(2'-5' Height)   | L.F.        | \$ 230.00         |
| 404                    | 08                | Structural Concrete (Retaining Wall)(Type I C)(2'-5' Height)   | L.F.        | \$ 224.00         |
| 404                    | 09                | Structural Concrete (Retaining Wall)(Type II A)(2'-5' Height)  | L.F.        | \$ 216.00         |
| 404                    | 10                | Structural Concrete (Retaining Wall)(Type II B)(2'-5' Height)  | L.F.        | \$ 268.00         |
| 404                    | 11                | Structural Concrete (Retaining Wall)(Type II C)(2'-5' Height)  | L.F.        | \$ 249.00         |
| 404                    | 12                | Structural Concrete (Retaining Wall)(Type III A)(2'-5' Height) | L.F.        | \$ 195.00         |
| 404                    | 13                | Structural Concrete (Retaining Wall)(Type III B)(2'-5' Height) | L.F.        | \$ 203.00         |
| 404                    | 14                | Structural Concrete (Retaining Wall)(Type III C)(2'-5' Height) | L.F.        | \$ 225.00         |
| 404                    | 15                | Concrete Class AA  | C.Y.        | \$ 600.00         |
| 451                    | 01                | (CGMP) Storm Sewer (18 In.)                                    | L.F.        | \$ 140.00         |
| 451                    | 02                | (CGMP) Prefab End Section (18 In.)                             | Ea.         | \$ 495.00         |
| 451                    | 05                | (CGMP) Storm Sewer (24 In.)                                    | L.F.        | \$ 180.00         |
| 451                    | 06                | (CGMP) Prefab End Section (24 In.)                             | Ea.         | \$ 550.00         |
| 453                    | 00                | Reinforced Concrete Pipe (18 Inches)                           | L.F.        | \$ 150.00         |
| 453                    | 01                | Reinforced Concrete Pipe (24 Inches)                           | L.F.        | \$ 190.00         |
| 453                    | 02                | Reinforced Concrete Pipe (36 Inches)                           | L.F.        | \$ 240.00         |
| 453                    | 04                | Reinforced Concrete Pipe (48 Inches)                           | L.F.        | \$ 360.00         |
| 453                    | 12                | Reinforced Concrete Pipe 18 Inches "O" Ring                    | L.F.        | \$ 165.00         |
| 453                    | 13                | Reinforced Concrete Pipe 24 Inches "O" Ring                    | L.F.        | \$ 195.00         |
| 453                    | 14                | Reinforced Concrete Pipe 36 Inches "O" Ring                    | L.F.        | \$ 250.00         |
| 453                    | 15                | Reinforced Concrete Pipe 48 Inches "O" Ring                    | L.F.        | \$ 365.00         |
| 453                    | 05                | Reinforced Concrete Pipe 54 Inches "O" Ring                    | L.F.        | \$ 420.00         |
| 453                    | 06                | Reinforced Concrete Pipe 60 Inches "O" Ring                    | L.F.        | \$ 455.00         |
| 453                    | 19                | Reinforced Concrete Pipe End Section (18 Inches)               | Ea.         | \$ 1,950.00       |
| 453                    | 25                | Reinforced Concrete Pipe End Section (24 Inches)               | Ea.         | \$ 2,225.00       |
| 453                    | 28                | Reinforced Concrete Pipe End Section (48 Inches)               | Ea.         | \$ 4,375.00       |
| 453                    | 33                | Reinforced Concrete Pipe End Section (36 Inches)               | Ea.         | \$ 3,150.00       |
| 453                    | 57                | Reinforced Concrete Pipe End Section (54 Inches)               | Ea.         | \$ 5,275.00       |

|     |    |  |      |              |
|-----|----|--|------|--------------|
| 453 |    | Reinforced Concrete Pipe End Section (60 Inches) | Ea.  | \$ 5,675.00  |
| 454 | 01 | Manhole (4' Dia.)                                | Ea.  | \$ 1,750.00  |
| 454 | 04 | Manhole (5' Dia.)                                | Ea.  | \$ 3,200.00  |
| 454 | 03 | Manhole (6' Dia.)                                | Ea.  | \$ 4,175.00  |
| 454 | 05 | Manhole Added Depth (4' Dia.)                    | V.F. | \$ 250.00    |
| 454 | 06 | Manhole Added Depth (5' Dia.)                    | V.F. | \$ 350.00    |
| 454 | 07 | Manhole Added Depth (6' Dia.)                    | V.F. | \$ 450.00    |
| 454 | 34 | Design 2-0 Inlet Complete in Place               | Ea.  | \$ 3,750.00  |
| 454 | 37 | Design 2-1 Inlet Complete in Place               | Ea.  | \$ 4,200.00  |
| 454 | 38 | Design 2-2 Inlet Complete in Place               | Ea.  | \$ 4,825.00  |
| 454 | 45 | Design 2-3 Inlet Complete in Place               | Ea.  | \$ 5,250.00  |
| 454 | 72 | Design 2-4 Inlet Complete in Place               | Ea.  | \$ 6,400.00  |
| 454 | 65 | Design 2-5 Inlet Complete in Place               | Ea.  | \$ 7,150.00  |
| 454 | 63 | Grated Street Inlet (26' Wide)                   | Ea.  | \$ 14,750.00 |
| 454 | 66 | Box Type Inlet (4' x 4')                         | Ea.  | \$ 6,500.00  |
| 454 | 30 | Junction Box (6' x 6')                           | C.Y. | \$ 1,350.00  |
| 454 | 80 | Junction Box (10' x 10')                         | C.Y. | \$ 1,950.00  |
| 456 | 01 | Removing Manhole                                 | Ea.  | \$ 500.00    |
| 459 | 01 | Adjust Manhole to Grade                          | Ea.  | \$ 750.00    |
| 460 | 00 | Setting New Manhole Ring & Cover                 | Ea.  | \$ 625.00    |
| 464 | 01 | HDPE Pipe (18 In.)(SP)                           | L.F. | \$ 155.00    |
| 464 | 02 | HDPE Pipe (24 In.)(SP)                           | L.F. | \$ 185.00    |
| 464 | 04 | HDPE Pipe (36 In.)(SP)                           | L.F. | \$ 230.00    |
| 464 | 06 | HDPE Pipe (48 In.)(SP)                           | L.F. | \$ 355.00    |
| 464 | 07 | HDPE Pipe (54 In.)(SP)                           | L.F. | \$ 405.00    |
| 464 | 08 | HDPE Pipe (60 In.)(SP)                           | L.F. | \$ 430.00    |
| 511 | 05 | Water Service Line Short (1")                    | Ea.  | \$ 1,335.00  |
| 511 | 06 | Water Service Line Long (1")                     | Ea.  | \$ 2,755.00  |
| 511 | 08 | Water Service Line Short (1-1/2")                | Ea.  | \$ 1,750.00  |
| 511 | 09 | Water Service Line Long (1 1/2")                 | Ea.  | \$ 4,075.00  |
| 511 | 11 | Water Service Line Short (2")                    | Ea.  | \$ 2,700.00  |
| 511 | 12 | Water Service Line Long (2")                     | Ea.  | \$ 5,200.00  |
| 511 | 24 | Water Service Line Short (5/8")                  | Ea.  | \$ 1,250.00  |
| 511 | 25 | Water Service Line Long (5/8")                   | Ea.  | \$ 2,150.00  |
| 512 | 00 | Meter Relocation (5/8")                          | Ea.  | \$ 550.00    |
| 512 | 01 | Meter Relocation (1")                            | Ea.  | \$ 800.00    |
| 512 | 02 | Meter Relocation (1 1/2")                        | Ea.  | \$ 1,100.00  |
| 512 | 03 | Meter Relocation (2")                            | Ea.  | \$ 1,690.00  |
| 520 | 03 | Valve Box Adjust to Grade                        | Ea.  | \$ 125.00    |
| 811 | 15 | Structure Removal (Retaining Wall)               | L.F. | \$ 25.00     |
| 811 | 16 | Structure Removal (Concrete Flume)               | L.F. | \$ 15.00     |
| 811 | 19 | Remove Exist. Headwall & Wingwall                | Ea.  | \$ 1,750.00  |
| 811 | 22 | Structure Removal (Junction Box)                 | Ea.  | \$ 2,500.00  |
| 825 | 00 | 12" (Type 1) Plain Riprap                        | Ton  | \$ 90.00     |

|     |    |                                    |      |    |       |
|-----|----|------------------------------------|------|----|-------|
| 825 | 01 | (18" Dia.) Plain Riprap            | Ton  | \$ | 85.00 |
| 825 | 02 | 3" (Type) Filter Blanket           | Ton  | \$ | 80.00 |
| 826 | 04 | Handrail (Steel)(3")               | L.F. | \$ | 95.00 |
| 826 | 08 | Perforated Underdrain Pipe(6")     | L.F. | \$ | 25.00 |
| 826 | 09 | Non-Perforated Underdrain Pipe(6") | L.F. | \$ | 20.00 |

## APPENDIX B: SUB-CONTRACTORS

|    |   |
|----|---|
| Ex | Concrete Curb and Gutter - Joe's Construction Company, 301 North Broadway, Moore, Oklahoma 73160<br>Joe Jones, President (405) 555-1212 office (405) 555-2121 cell <a href="mailto:joe.jones@JCC.com">joe.jones@JCC.com</a> |
| 1  |   |
| 2  |   |
| 3  |   |
| 4  |   |
| 5  |   |
| 6  |   |
| 7  |   |
| 8  |   |
| 9  |   |
| 10 |   |

# APPENDIX C: Wage Decision

General Decision Number: OK160022 01/08/2016 OK22 Superseded

General Decision Number: OK20150022

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis ~~Bacon~~ which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least

\$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date 01/08/2016

\*      SUOK2011      ~~009~~8/2011

|                                     | 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.

=====

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~~1/2014. 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~~Example: SULA2012 ~~-007~~/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 ~~-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~~ 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.

=====

END OF GENERAL DECISION

## **APPENDIX C: Section 3/MBE/WBE Report**

The Section 3, Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Report is required for all contractors who, in the response to the original Request for Proposals, provided certification ([see VDR 03 – F1](#)) of

Section 3, MBE or WBE status, and/or who stated an intent to utilize a certified Section 3, MBE or WBE ([see VDR 03 – F2](#)). The report is filed with each invoice.

| <b>Section 3/MBE/WBE Report</b> |                   |                   |                         |                                  |
|---------------------------------|-------------------|-------------------|-------------------------|----------------------------------|
| <b>Total Amount of Invoice</b>  | <b>MOB Amount</b> | <b>WOB Amount</b> | <b>Section 3 Amount</b> | <b>Name of MOB/WOB/Section 3</b> |
|                                 |                   |                   |                         |                                  |
|                                 |                   |                   |                         |                                  |
|                                 |                   |                   |                         |                                  |
|                                 |                   |                   |                         |                                  |
|                                 |                   |                   |                         |                                  |

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 contract should the representation of fact be false.

|                                 |  |
|---------------------------------|--|
| Contractor Name                 |  |
| Work Order/Task<br>Order Number |  |
| Invoice Period                  |  |
| Signature                       |  |
| Printed Name                    |  |
| Position                        |  |
| Date                            |  |

