

## NOTICE TO BIDDERS

Sealed proposals will be accepted in the Office of the City Clerk, City of Sapulpa, 425 East Dewey Ave, Sapulpa, Oklahoma, 74066, until 2:00 p.m., **Monday, April 7, 2025** for the following item(s):

**BID NO. COS10112**

### **Sapulpa 2” Mill and Overlay Residential Streets Approximately 4300’ Linear Feet 18’ Wide (Fife Area)**

Proposals will be opened at 2:00 p.m. on **Monday, April 7, 2025**, and will be considered for award at the next regular City Council meeting, at 7:00 p.m. in the City Council Chambers, Second Floor, 425 East Dewey Ave, Sapulpa, Oklahoma. Notwithstanding any provision or language to the contrary, the City of Sapulpa reserves the right to reject any, and all bids for any reason whatsoever in the sole discretion of the City.

A **MANDATORY** pre-bid meeting will be held on **Thursday, March 27, 2025** at 10:00am in the conference room at City Hall, 425 East Dewey Ave, Sapulpa, Oklahoma 74066.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
3. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
4. Equal Opportunity provisions - Executive Order 11246, as amended, which assures non-discrimination;

5. Minority Business Enterprise and Women Business Enterprise provisions, which encourage minority-owned businesses and women-owned businesses to bid on the project;
6. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
7. SAM Registration is in good standing on [www.SAM.gov](http://www.SAM.gov).

**Specifications and a map of the streets may be obtained on the City of Sapulpa website in the Quicklinks tab in the upper right corner, then select Bid Opportunities, Fife Area Overlay.**

*Please address any questions concerning specifications and/or to schedule an onsite visit too:  
Michael Russell, [mrussell@sapulpaok.gov](mailto:mrussell@sapulpaok.gov)*

**Bids will only be accepted in hard copy at the City Clerk's office. Faxed or email bids will not be considered. Write the bid number, opening date/time and title on the lower left corner of your bid envelope.**

Steve Hardt  
Public Works  
918-216-4352  
[shardt@sapulpaok.gov](mailto:shardt@sapulpaok.gov)

## **BID SPECIFICATIONS**

### **2" Mill and overlay N. 1<sup>st</sup>, N. 4<sup>th</sup>, N. 5<sup>th</sup>, Fife and Anderson**

Lengths are approximate

Street Widths are approximately 18' Wide

800 LF of Anderson Ave.

1,000 LF of N. 5<sup>th</sup> St.

500 LF of N. 4<sup>th</sup>

1,200 LF of E Fife Ave.

1,260 LF of N. 3<sup>rd</sup>

800 LF of N. 1<sup>st</sup>

**SAPULPA MILL AND OVERLAY  
FIFE PROJECT  
SPECIFICATION DOCUMENTS**

**2" Mill and overlay Fife, N. 1<sup>st</sup>, N. 4<sup>th</sup>, N. 5<sup>th</sup>, and Anderson**



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**SECTION I.  
BID/PROPOSAL**

**BIDDER INFORMATION SHEET**

To be completed by all Bidders  
For Contracts/BID PROPOSALS with  
the City of Sapulpa  
(Please print in ink or type)

Project/Bid No. or Description \_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Taxpayer Identification No. \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail address (Optional) \_\_\_\_\_

**BID FORM**

I, \_\_\_\_\_ (Bidder), having read all the specifications and requirements in the bid documents, do hereby propose to furnish:

**materials and supplies at a firm price of:**

**2" Mill and Overlay N. 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup>, Fife and Anderson** \$ \_\_\_\_\_

**TOTAL BID:** \$ \_\_\_\_\_

Number of days (after award) for delivery: \_\_\_\_\_

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Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

---

I attest that the above signature is true and valid.

\_\_\_\_\_  
Notary

(SEAL)

\_\_\_\_\_  
My commission expires:

**(This form must be notarized, or bid will be rejected.)**





**CITY OF SAPULPA  
General Information**

**INTENT:**

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding for the supply of above stated product/equipment/service.

Bidders shall quote on new, latest production model equipment which shall include all standard advertised equipment, accessories and safety items which are included as standard in the advertised and published literature for the equipment. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid. Standard production items may be removed only where it is necessary to install other items in lieu thereof to comply with these specifications, which are to be considered minimum requirements.

**WARRANTY:**

All bids for equipment shall require a standard manufacturer's warranty to testify to the integrity of the products to be furnished and the manufacturer's responsibility for the repair and/or replacement of parts found to be defective.

The City of Sapulpa shall expect the manufacturer/distributor to have an adequate stock of replacement parts available to service the equipment and to make delivery within a reasonable time of all normal replacement parts to their dealers in the Sapulpa and/or Tulsa Metropolitan area who service the equipment. The City further expects that warranty service and repairs as well as non-warranty service and repairs will be handled in an expeditious manner when required.

**ERRORS OR OMISSIONS:**

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the Bid. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

**PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, if requested. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern.

The City of Sapulpa is exempt from Federal Excise Tax and Oklahoma State Taxes on direct purchases of tangible property.

**APPROVED EQUAL:**

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

**SAMPLES AND DEMONSTRATIONS:**

Samples or inspection of product/equipment may be requested to determine suitability. Samples or inspection will be made either before or after the opening of the bid, but before award of the bid is made. When requested, samples must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location chosen by the City and convenient to both parties, barring any special conditions. Failure to provide samples or demonstrations, if requested by the City, may result in rejection of a bid.

**USE OF OTHER GOVERNMENTAL CONTRACTS:**

The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

**COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:**

Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder mailing list for a specified time and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity

**ACCEPTANCE:**

The product delivered in response to ITB award shall remain the property of the Seller until accepted to the satisfaction of the City. The product must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage



and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of products or services.

**HOLD HARMLESS:**

The Contractor/Vendor agrees to protect, defend, indemnify, and hold harmless the City of Sapulpa and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**TERMINATION FOR CAUSE/CONVENIENCE:**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this agreement, or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

The City also reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**NON-APPROPRIATION OF FUNDS:**

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**PERMITS, TAXES, LICENSES:**

The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

**UNUSUAL CIRCUMSTANCES:**

If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustment must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
- The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

**ASSIGNMENT:**

Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

**BIDDER'S LIABILITY AND INSURANCE REQUIREMENTS:**

General Liability — The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property



by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens — Contractor shall agree to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Sapulpa is not bound by any oral representation, clarifications or changes made in the written specifications by the City of Sapulpa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Director.

**AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors in the bid and set forth below.

1. Authority of the City Council: The City Council shall have the authority to award contracts within the parameters of ordinances and City Charter of the City of Sapulpa.
2. Lowest qualified bidder: Contracts shall be awarded to the lowest qualified bidder meeting specifications. In determining "lowest qualified bidder", in addition to price, the following factors shall be considered:
  - A. The ability, capacity, and skill of the bidder to perform the contract or provide the equipment required.
  - B. Whether the bidder can perform the contract or provide the equipment promptly or within the time specified, without delay or interference.
  - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
  - D. The quality of performance of previous contracts or services.
  - E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
  - F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service and/or equipment.
  - G. The quality, availability, and adaptability of the equipment to the particular use required.
  - H. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
  - I. Where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award.
  - J. The number and scope of conditions (if any) attached to the bid.

**IRREGULAR PROPOSALS:**

Proposals will be considered irregular and may be rejected as non-responsive if:

1. The Proposal is on a form other than that approved by the City of Sapulpa, or if the form is altered or incomplete.



2. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Proposal incomplete, indefinite, or ambiguous.
3. The bidder adds provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one bidder bid letting, provided that selection of awards in make by the City.
4. The Proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
5. Any of the unit bid prices are significantly unbalanced to the potential detriment of the City.
6. The Proposal is not properly signed.
7. The Proposal is not typed or completed in ink.
8. The bidder fails to sign the non-collusive bidding certification.
9. The Proposal fails to comply with any other material requirement of the invitation for bids.

**REJECTION OF BIDS:**

Any of the following reasons may be considered just cause for the rejection of a bid or bids.

1. More than one Proposal for the same work from an individual, firm partnership, joint venture, or corporation whether under the same or different name.
2. The prospective bidder is debarred or ruled unacceptable by the City, a Federal Agency or other Governmental Agency.
3. Submission of irregular Proposal as set forth in previous section.
4. Unsatisfactory performance on previous work.
5. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
6. Default under previous Contract(s).
7. Errors in preparation of the Proposal.
8. Failure to settle bills for labor or materials on past or current contracts.

**SECTION II.  
SURETY BONDS**

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**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Principal(s) and \_\_\_\_\_, a Corporation organized under the laws of  
the State of \_\_\_\_\_, and authorized to transact business in the State of Oklahoma, as Surety,  
are held and firmly bound unto the State of Oklahoma, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors  
and assigns, jointly and severely, firmly by these presents. Signed and sealed and delivered this \_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in triplicate counterparts.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, the  
said \_\_\_\_\_ has on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written  
Contract with the City of Sapulpa, State of Oklahoma for \_\_\_\_\_  
according to the Plans and Specifications attached to said Contract, which includes the furnishing of all  
necessary tools, equipment, material and labor, in accordance with the Plans and Specifications  
contained in said Contract and made a part thereof, which Contract, Plans and Specifications, are by  
reference thereto made a part of this bond. The said Surety, for value received, hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the  
Work to be performed thereunder or the Terms and Conditions accompanying the same shall in any way  
affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plans  
and Specifications.

NOW, THEREFORE, if said \_\_\_\_\_ shall pay all indebtedness  
incurred by the Contractor, or his Subcontractor who perform Work, in the performance of such  
Contract, for labor and materials and repairs to and parts for equipment used and consumed in the  
performance of said Contract, then this obligation shall become null and void; otherwise to be in full  
force and effect.

By: \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney in Fact

(Accompany this bond with Attorney-in-Fact's authority from Company) (One copy to be filed with the  
Clerk of the District Court)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, and \_\_\_\_\_ general offices in \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Oklahoma, as Surety, and held and firmly bound unto the City of Sapulpa, Oklahoma, a municipal corporation existing under the laws of the State of Oklahoma, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents. Signed, sealed, and delivered this \_day of \_\_\_\_\_, 20\_\_.

WHEREAS, said Principal has entered into a written Contract with the City of Sapulpa dated \_\_\_\_\_, 20\_\_, according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, materials, and labor, a copy of which Contract, together with all Plans and Specifications is hereto attached and made a part hereof as if set out in full herein; and for the payment to the City of Sapulpa, Oklahoma, of all sums due, or which may become due, by the terms of this Contract, as well as by reason of any violation thereof by the Principal herein; and for the payment of any and all judgments, costs of suits and actions brought against the City of Sapulpa, Oklahoma, or its officers, for any cause whatever arising from, or on account of, any injuries or damage to life or property, suffered or sustained by any person, or persons, firm, or corporation, caused by the Principal herein, its agents, servants, or employees, in the construction of said Work, or by or in consequence of, any negligence, carelessness, or misconduct, in guarding or protecting the same, or from any improper defective materials used in the construction of said Work, or any act of omission of said Principal, or its agents, servants, or employees; and for the protection of the City of Sapulpa, Oklahoma, against all suits or claims for infringements, or alleged infringements, or patent rights or processes. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work to be performed thereunder or the Plans and Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plan and Specifications.

NOW, THEREFORE, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney in fact, duly authorized thereunto to do so, the day and year first above written and these presents have been executed in triplicate counterparts.

By: \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

**MAINTENANCE BOND**

WHEREAS, the undersigned, \_\_\_\_\_ has executed Contract No. \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, designated and known as \_\_\_\_\_ for the construction of \_\_\_\_\_ including all of the Work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the Terms and Conditions and the Plans and Specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, of \_\_\_\_\_ as Principal, and as Surety, are jointly and severally, firmly held and bound into the City of Sapulpa the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States of American, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Sapulpa that all work done under said Contract was constructed with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project by the City of Sapulpa, and that all the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of \_\_\_\_\_ (\_\_\_\_) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at \_\_\_\_\_ and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period that the said Principal and Surety shall jointly and severally be liable to the City of Sapulpa, Oklahoma, for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Principal

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title (seal)

\_\_\_\_\_  
Surety (seal)

\_\_\_\_\_  
Attorney in Fact

(Accompany this bond with Power of Attorney)

Approved as to Form:

\_\_\_\_\_  
Attorney

**SECTION III.**  
**CITY OF SAPULPA'S STANDARD**  
**CONTRACT TERMS AND**  
**CONDITIONS FOR A PUBLIC**  
**CONSTRUCTION PROJECT**



# CITY OF SAPULPA'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

## 1.0 DEFINITIONS

1.1 The following Definitions are for terms utilized in the Contract Documents. Whenever these terms appear in any of the Contract Documents relating to this Public Construction Project, the following terms (or pronouns in place of them) and definitions for those terms govern. If a term is defined but is not utilized within any of the Contract Documents for a particular Public Construction Project, then it will not apply.

1.1.1. AASHTO means the American Association of State Highway and Transportation Officials.

1.1.2. Addenda means any additional or supplemental documents, which were not included with the Bid packet and are usually written interpretations or modifications of the Contract Documents, provided prior to Bid opening.

1.1.3. ASTM means the American Society of Testing and Materials.

1.1.4. AWWA means the American Water Works Association.

1.1.5. Bid means the Bidder's Proposal with all documents attached thereto by the Bidder, submitted by the Bidder to perform the Work, which Bid shall become a part of the Contract Documents upon becoming successfully awarded to the Bidder.

1.1.6. Bidder means any person, partnership, joint venture or corporation submitting a Proposal for performing the Work.

1.1.7. Bond(s) mean(s) the Proposal Guaranty, Performance Bond, Statutory Bond or Maintenance Bond furnished by the Contractor and the Surety to the City as a guaranty that the Contractor will enter into a Public Construction Contract with the City and completely perform the Contract according to its terms and conditions.

1.1.8. City means the City of Sapulpa, Oklahoma, a municipal corporation or any of its Trusts or Authorities as indicated by the entity executing this Contract, its duly elected and qualified governing body and/or its agents and officers duly authorized to act for the City or to represent the City relative to this Contract and to perform the powers and duties specified by the City hereunder.

1.1.9. Change Order(s) mean(s) a written order to the Contractor for Extra Work, increases or decreases in Contract quantities and additions or alterations to the Plans or Specifications, within the scope of the Contract.

1.1.10. Construction Project means the Public Construction Project for which the Work is to be completed under the Contract Documents.

1.1.11. Contract means the Public Construction Contract, executed by the parties, which pertains to the performance of and the furnishing of labor and materials for the Work on the Public Construction Project. The Contract includes all of the Contract Documents, whether attached thereto or incorporated by reference.

1.1.12. Contract Administrator means the City representative primarily responsible for administration and oversight of the Contract. The Contract Administrator will be the designated Project Manager and/or Project Engineer as applicable.

1.1.13. Contract Documents mean all the documents included in the Bid Packet, which includes,

but is not limited to, the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Proposal Form, Performance Bonds, Statutory Bonds, Maintenance Bonds, the successful Bidder's Bid, City of Sapulpa's Standard Contract Terms and Conditions for Public Construction Projects and the Plans and Specification, other Drawings, Supplemental Agreements, Supplemental Plans and Specifications, other Drawings and/or other data and may also refer to the unsigned forms of such documents.

1.1.14. Contractor means the corporation, partnership, company, firm or individual, named and designated in the Contract and who has entered into this Contract or the performance of the Work covered thereby and/or the Contractor's duly authorized agents and other legal representatives.

1.1.15. Days mean calendar days unless otherwise specified.

1.1.16. Drawings means and includes all Drawings, Plans or other Drawings prepared by the City or by an Architect/Engineering firm contracted with the City that were included in the City's Proposal for Bids; all Drawings submitted by the successful Bidder with the successful Bidder's Proposal and used as a basis for the successful Bid; all Drawings by the Contractor when and as approved by the Contract Administrator and/or Engineer; and all Drawings submitted by the City to the Contractor during the progress of the Work as provided for herein.

1.1.17. Engineer means the engineer or engineers who have been designated, appointed or employed by the City for this Work or the Engineers' duly authorized agents; such agents acting within the scope of the particular duties entrusted to such agents in each case.

1.1.18. Extra Work means, Work that is unforeseen or Work made necessary by alteration of Plans and Specifications or necessary to complete the Work for other reasons, for which no specific prices or compensations are provided in the Contract. Extra Work shall be performed by the Contractor in accordance with the Plans and Specifications and as directed; provided, however, before any Extra Work is started, an approved Change Order from Owner shall be delivered to the Contractor by the Contract Administrator for the Extra Work.

1.1.19. Inspector means the authorized representative of the Engineer or the technical inspector or inspectors duly authorized by the Contract Administrator, assigned to make a detailed inspection of any or all portions of the Work, or materials thereof.

1.1.20. Laboratory means the laboratory or laboratories employed by the Contractor for testing the materials used in the Work.

1.1.21. Lump Sum means the price or an item of Work including all things necessary to complete the item as shown on the Plans and Specifications. Such an item is not measured in units but is defined by description.

1.1.22. Maintenance Bond means the Surety Bond that secures that the Work performed was in accordance with the Contract Documents and that for a period of time after completion of the Work the Contractor will continue to perform such maintenance and/or repairs on the Project arising from any failures or defects in materials or workmanship or asset set out in the Contract Documents.

1.1.23. Materials mean all raw and prepared materials and manufactured and fabricated products entering into the finished Work.

1.1.24. Notice to Bidders means the notice provided by the City to Bidders to inform them of the Public Construction Project and Work contemplated by this Contract.

1.1.25. Performance Bond means the Surety Bond that secures that the Work to be done in accordance with the Contract Documents and will be performed in the entirety.



1.1.26. Plans and Specifications means those specific items or Drawings identified for this Public Construction Project regarding construction equipment, construction details, material details, details pertaining to the methods of manner of performing the Work, the equipment to be used, or to the quantities or qualities of materials to be furnished for the Work, which are bound into and are a part of the Contract Documents. They also include the official Drawings or Plans and the profiles, typical cross sections, general cross sections, working Drawings and supplemental Drawings, or exact reproductions thereof, prepared or approved by the Engineer, which show the location, character, dimensions and details of the Work.

1.1.27. Project means the Public Construction Project and the Work contemplated by this Contract.

1.1.28. Project Engineer means the Professional Engineer responsible for interpreting Plans and Specifications and/or Drawings for the Project. The Project Engineer may also act as the Contract Administrator.

1.1.29. Proposal means the offer of the Bidder to perform the Work, when completed and submitted on the prescribed Proposal Form, properly signed.

1.1.30. Proposal Form means the form required by the City, prepared and submitted by the Bidder to make a formal Bid for the performance of the Work.

1.1.31. Proposal Guarantee means the security furnished by the Bidder as a guaranty that the Bidder will enter into the Contract with the City to complete the Work if the Bidder is the successful Bidder and that the Bidder will secure the performance of the Contract.

1.1.32. Public Construction Project means any one of the numerous Projects commenced by the City and paid for out of public funds. It may include any number of parts or divisions, which the Work is divided for the purpose of awarding Public Construction Contracts. Any one (1) Public Construction Contract may, when provided for in the applicable Notice to Bidders, cover Work for more than one Public Construction Project.

1.1.33. Public Road means any road, highway, street, alley or way, which is open or has been dedicated to be used by the public, regardless of by whom, or by what agency or divisions of government, it is owned, controlled or maintained.

1.1.34. Special Provisions means the portion of the Contract setting forth terms and conditions or requirements peculiar to the Work or materials involved in the Proposal and not satisfactorily or completely covered by the Standard Contract Terms and Conditions or the Supplementary Plans and Specifications or may be utilized for setting out additional terms and conditions and/or covenants of the Contract.

1.1.35. Statutory Bond means the Surety Bond that secures the Work will be done in accordance with the Contract Documents, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Contract Documents.

1.1.36. Subcontractor means any person, partnership, joint venture or corporation undertaking to perform any part of the obligations of the Contractor, with the written consent of the Contract Administrator.

1.1.37. Superintendent means the executive representative of the Contractor, present on the Work at all times during its progress, authorized to receive and fulfill instructions from the Engineer, and capable of superintending the Work efficiently.

1.1.38. Supplemental Agreements means written agreements executed by the Contractor and by

the City covering alterations necessary to the Work, as hereinafter provided.

1.1.39. Supplemental Plans and Specifications means additions to and amendments of the General Specifications. Included in them will be construction and materials Specifications, and provisions regarding pay items, relating to the Work. Only those portions of the Supplemental Specifications, which are specifically mentioned in the Notice to Bidders or the Proposal, constitute a part of the Contract Documents.

1.1.40. Surety means the corporate body which, or the individual or individuals who, is bound with and for the Contractor under the Performance Bond for the performance of the Contract according to its terms, under the Statutory Bond as required by law, the Maintenance Bond for the performance of maintenance according to its terms. A Surety company authorized to do business in the State of Oklahoma, having a local representative, and satisfactory to the City, will be required as Surety on the required bonds.

1.1.41. Surety Bonds means the Performance Bond, Statutory Bond, the Maintenance Bond and the Bond required by the Oklahoma Tax Commission for non-resident contractors and non-resident subcontractors.

1.1.42. MUTCD means the Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition.

1.1.43. Unit Price means the price per specified unit of measurement of Work and/or material.

1.1.44. Work means all work specified in the Specifications or indicated on the Plans for the contemplated construction and covered by the Contract.

1.2. Whenever the words "as ordered", "as permitted", "as directed", or words or phrases of like significance are used, it is understood by the parties that the order of directions, requirements, permissions or allowances of the Contract Administrator govern.

1.3. Similarly, the words, "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory" or words of like effect and significance, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory as in the judgment of the Contract Administrator.

## 2.0 SCOPE

2.1. The Contract Terms and Conditions, which follow, are general in scope and may refer to conditions that will not be encountered in the performance of the Work included in this Public Construction Contract and are therefore not applicable hereto. Any Terms and Conditions, requirements, provisions or other stipulations of the Contract Documents, which pertain to a nonexistent condition and are not applicable to the Work performed hereunder, shall have no meaning to the Contract. All Terms and Conditions, requirements, provisions or other stipulations that are encountered in the performance of the Work or are significant to the Terms and Conditions of the Contract shall fully apply and be strictly adhered to.

2.2. The Plans and Specifications are intended to supplement, but not necessarily duplicate each other and together constitute one (1) complete set of Plans and Specifications, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, so that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.

2.3. Should anything be omitted from the Plans and Specifications that was not previously identified prior to the Contract being awarded to the Contractor and which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Contractor shall request written instructions from the Engineer to clarify such omissions or discrepancies.



2.4. The Plans and Specifications and all Supplemental Documents are an essential part of the Contract and a requirement appearing in one is as binding as if it appeared in all. All Contract Documents are intended to be complementary to complete the Work.

2.4.1. In case of a discrepancy in the dimensions, the governing ranking will be: 1) Plans and Specifications Dimensions; 2) Calculated Dimensions; 3) Standard Specifications; 4) Standard Plan Sheets; 5) Scaled Dimensions.

2.4.2. In case of a discrepancy in the information, the governing ranking will be: 1) Plans and Specifications; 2) Supplemental Specifications; and 3) Standard Plan Sheets.

2.4.3. The Addenda attached to the Contract shall govern over all Contract Documents except Amendments or modifications to the Contract authorized by the City and executed by the parties.

### 3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Contract Administrator shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials, which are to be paid for under this Contract and shall decide all questions relative to said Work and the construction thereof. The Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to the Contract Documents, the Contract Administrator's determination or decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.

3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein when such corrections are necessary to properly perform the intent of Plans and Specifications or Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.

3.3. Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to the Work to be performed under this Contract shall be determined and resolved by the Contract Administrator.

3.4. Nothing in this Section 3 shall be construed as authorizing any changes to the Contract that increase the Contract cost to the City, decrease the aggregate value of the materials furnished to the City or increase the time of completion. Such changes to the Contract can only be made in writing and shall be executed by the parties in the manner set out herein.

3.5. Nothing in this Section shall be construed to forbid conferences between the Contractor and the City in the case of actual disputes with the Contract Administrator; provided that the Contract Administrator and the Contractor must negotiate in good faith in an attempt to resolve any disputes prior to and as a condition for such issues being raised and discussed with the City. The City reserves the right to require the Contract Administrator and the Contractor to agree upon any proposed changes or to get a full and complete report from both the Contractor and the Contract Administrator and reserves the right to conduct an independent investigation prior to responding to any dispute that cannot be resolved between the Contract Administrator and the Contractor.

3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance and rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final



and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

#### 4.0 TIME FOR COMPLETION

4.1. The Work shall be commenced within ten (10) days from and after the date of written order from the City. The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at a uniform rate of progress to ensure completion within the number of days stated in the Proposal. It is understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

4.2. If required by the Contract, the Contractor shall furnish the Contract Administrator with a proposed progress schedule, in a format approved by the Contract Administrator, setting forth in detail the procedure the Contractor proposes to follow, giving the dates that the Contractor expects to start and complete separate portions of the Work. If the Contract Administrator deems it desirable, the Contract Administrator may require the Contractor to furnish revised progress schedules not less often than quarterly. Such revised progress schedules shall show the start dates and the completion dates (or proposed completion dates) of all or any portion of the Work that such a revised schedule is required.

4.3. Time is of the essence for completion of this Contract. If the Contractor fails to complete the Work within the time specified, then the Contractor agrees to pay the City, not as penalty, but as liquidated damages for such breach of Contract, the amount set forth in the Contract Documents for each day of failure to complete the Work after the specified time set forth in the Bid Proposal. In the event the Contractor does not maintain the Work schedule approved by the Contract Administrator, a sum equal to the liquidated damages for the number of days Contractor is behind schedule may be retained by the City out of the amounts due the Contractor from time to time, to guarantee the City against losses by reason of the failure of the Contractor to complete the Work or any part thereof in the time provided herein. The amount of damages finally determined to be due may be withheld from any sums finally determined to be due Contractor hereunder, or otherwise.

4.4. If the Plans and Specifications set a definite and certain time for the performance of any act and the Contract allows additional time for the completion of any Work, the additional time for completion shall govern in this Contract.

4.5. Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Contract Administrator or by any employees of either or by strikes, injunctions, fire or other force majeure and in the opinion of the Contract Administrator such delay could not have been anticipated or avoided, then an extension of time sufficient to compensate for such delay shall be granted by the City, provided, however, that the Contractor shall give the City and the Contract Administrator notice in writing of the cause of delay within ten (10) days of the occurrence of the event that caused the delay.

4.5.1. Force Majeure means an "Act of God" such as an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparation in defense against. A rain, windstorm, or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being done, shall not be construed as an Act of God and no extension of time will be granted for the delays resulting there from. No extension of time will be granted for any delay or suspension of the Work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted if a written request is not filed with the Contract Administrator within ten (10) days of the date of the occurrence of the Act of God.

4.6. The City shall not be liable or responsible to the Contractor, Surety or any other person for or on account of any Work stoppages or delays arising out of an injunction or any other kind of legal or equitable proceeding or from, by or on account of any other cause whatsoever.



4.7. If the Contract be amended in any material respect and the City determines that such amendment will cause delay in the completion of the Work, the City shall postpone the completion time by the number of days it determines to be equitable.

4.8. If the Contract Administrator suspends the Work in whole or in part the Contract Administrator shall postpone the time for completion of the Work by the number of days, if any, that the Contract Administrator determines to be equitable.

4.8.1. The Contract Administrator may instruct the Contractor to delay the start of the Work or suspend the operations in whole or in part for the length of time the Contract Administrator may deem necessary because of conditions that the Contract Administrator considers unfavorable for commencement of the Work. In such an event, the Contractor shall start or resume the Work when notified to proceed by the City Contract Administrator.

4.9. If the Contractor fails to perform or complete any of the Work to the reasonable satisfaction of the City within any of the times allowed by the Contract or if the Contractor fails to discharge any of the Contract obligations, the City may, upon written notice to the Contractor, terminate the Contract. Failure of the City to exercise its rights to terminate shall not be deemed a waiver of said right or any other rights or privileges hereunder or by law with respect to any continuing or subsequent breaches of this Contract.

4.9.1. If the City terminates the Contract as provided herein, no payments of any type, other than payment due and payable at the time of termination shall thereafter be made to the Contractor. The default in completing the Work within the time allowed by the Contract will result in the payment of liquidated damages. The City shall recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

## 5.0 LIQUIDATED DAMAGES

5.1. Liquidated damages for this Contract are the sum of **One Thousand** dollars and no cents (**\$ 1,000.00**) per day for each day the Contractor exceeds the Contract time for completion. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained by the City in such event.

## 6.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES REGARDING THE WORK

6.1. The Plans and Specifications that indicate general outlines and details necessary for a comprehensive understanding of the Work are part of the Contract and are on file in the Contract Administrator's office. The Contractor will receive one (1) hard copy and a digital file copy of these Plans and Specifications, free of charge. The Contractor shall keep one copy of each at the site of the Work. The Work shall be constructed in all respects in compliance with requirements of the Plans and Specifications. The approved Plans and Specifications will be supplemented by working and Supplemental Drawings as necessary to adequately define the requirements and information given on the approved Plans and Specifications. No changes shall be made

on any Plan and Specification or Drawing after the same has been prepared or approved by the Engineer, except on the direction of the Engineer.

6.1.1. The Contractor shall furnish, on sheets of the size required by the Engineer, such working Drawings not furnished by the City as may be required by the Engineer for any part of the finished construction. Upon completion of the Work, the Contractor shall deliver to the City a complete set of said Drawings on a good-quality bond paper. Shop Drawings may be submitted in pencil on a good grade of tracing paper.

6.1.1.a. The compensation of the Contractor for furnishing all working Drawings shall be included in the prices Bid for the various scheduled items.



6.1.2. Working Drawings for any structure shall consist of such detailed Supplemental Plans and Specifications as may be needed for the prosecution of the Work and which are not included in the Plans and Specifications furnished by the City. They shall include shop details, erection plans, masonry-layout diagrams and bending diagrams for reinforcing steel and must be approved by the Engineer before any Work involving these Supplemental Plans and Specifications shall be performed. Plans for cribs, cofferdams, falsework, centering and formwork may be required by the Engineer, and in such cases shall be likewise subject to approval, unless approval be waived by the Engineer.

6.1.3. It is expressly understood and agreed that approval by the Engineer of the Contractor's working Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for obtaining the approval by the Engineer of his working Drawings and for their conformity with the Plans and Specifications.

6.2. If any Work consists of repairs, extensions, or alterations of existing structures, the Contractor shall make measurements of prior construction as may be required to accurately join the old construction with the new Work. Any measurements, which may appear in the Plans and Specifications that indicate the extent and nature of such repairs, extensions, and alterations, shall not relieve the Contractor of this responsibility.

6.3. Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the Plans and Specifications. Any deviations from the Plans and Specifications and approved working Drawings may be required by the exigencies of construction and will in all cases be determined by the Engineer and authorized in writing.

6.4. The Contractor shall give the Work the constant attention that is necessary to facilitate the progress thereof and shall cooperate in every way possible with the Contract Administrator, Engineer, other Contractors, public agencies, railroads, public utilities and all other agencies and persons involved in the Work. The Contractor shall at all times have a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, who shall act as the Contractor's agent for the Work and who shall receive instructions from the Contract Administrator or Engineer.

6.4.1. Such Superintendent shall have full authority to execute and shall execute the orders and directions of the Contract Administrator without delay and shall promptly supply such materials, tools, equipment, and labor as may be required. Such Superintendent shall be furnished irrespective of the amount of Work sublet.

6.5. The Engineer will furnish survey data and benchmarks for the Work. The Contractor shall stake lines, grades, structures and temporary benchmarks and shall lay out from the Work to be performed under this Contract. The Contractor shall be responsible for the finished Work conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish offset base lines, reference points, slope stakes, supplementary benchmarks and any other horizontal and vertical control not established by the Engineer. The cost to the Contractor of laying out the Work as above described shall be included in the amounts Bid for the various scheduled items. The Contractor shall notify the Engineer in writing not less than five (5) days in advance, when benchmarks and section lines are required. Each request for stakes and other engineering services described herein shall, except in emergency, cover sufficient Work for not less than one (1) full day of the workforce needed for the Work. The Contractor shall exercise care in the preservation of stakes and benchmarks set for the Work. If any such stakes or benchmarks be damaged, lost, displaced or removed by the Contractor, the Contractor shall have them reset at the Contractor's expense.

6.6. The Contractor shall furnish the Engineer, laboratory representative and Inspectors with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements of the Contract. If the Engineer requests, the Contractor shall at any time before final acceptance of the Work remove or uncover such portion of finished Work as may be specified. After examination by the Engineer, the Contractor shall restore said portions of the Work to the standard required



by the Plans and Specifications. Should any portion of the Work thus exposed and examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, will be paid for as Extra Work but should any portion so exposed and examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision by the Contractor or without inspection. Failure of the City to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered.

6.6.1. When any railroad corporation is directly affected by the Work, the Work shall be subject to the inspection of its representatives. Such inspection shall not make the railroad corporation a party to this Contract and will in no way interfere with the rights of either party hereunder.

6.7. Holes resulting from the removal of test cores shall be refilled by the Contractor with materials similar to that of the cores and be compacted and finished to conform to the surrounding construction. The cost of such Work shall be included in the amount of the Bid for the various scheduled items.

6.8. The Contractor, at his own expense, shall remedy, remove and/or replace all rejected Work in a manner acceptable to the Contract Administrator. Any Work done beyond the lines and grades shown on the Plans and Specifications or as given by the Engineer, except as herein provided, or any Extra Work done without authority, will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Should the Contractor fail to remedy, remove and/or replace the rejected Work, the Contract Administrator shall have authority to cause any rejected Work to be remedied, removed or replaced and any unauthorized work to be removed and the costs thereof shall be deducted from any monies due or to become due to the Contractor.

6.9. The Contractor shall be responsible for all damages caused by his equipment or operations. No loads shall be placed or permitted on a pavement or base before the expiration of the curing period.

6.10. With respect to all Work performed under this Contract, the Contractor shall:

6.10.1. Comply with the safety standards provisions or applicable laws, building and construction codes and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 - Saturday, April 17, 1971, as amended.

6.10.2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

6.10.3. Maintain at the Contractor's office or at an obvious location at the job site, all items necessary for giving first aid to anyone injured on the job site. In no case shall the Work commence until the Contractor has made standing arrangements for removal of injured persons to a hospital or a doctor's care.

6.10.4. During the performance of the Contract, if any operation, practice or condition is deemed unsafe by the Contract Administrator, the Contractor, when advised by the Contract Administrator, shall take any necessary corrective actions as shall be appropriate in the circumstances or as shall be directed by the Contract Administrator.

6.10.5. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the Work at all times.

6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing water from the site of the Work and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.



6.12. If performing the Work in any way involves cutting, obstructing, or otherwise making impassable, with safety, the traveled surfaces of any existing Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, such detours, by-passes and temporary approaches, without undue delay to the traffic that passes over such Public Road. In all such cases, while performing the Work that in any way impedes traffic or endanger persons or property moving over Public Roads, the Contractor shall provide flagmen and warning signs and all other traffic and safety controls, as may be necessary for adequate protection of the traveling public against all hazards created or involved in performing the Work. The maintenance of a temporary way in a safe and passable condition shall include prompt snow removal and de-icing. When the Work affecting any Public Road prevents normal ingress to and egress from any lands abutting such Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, temporary means of ingress to and egress from such lands; these shall be so maintained until the original means of ingress and egress are restored by the Contractor or until any permanent alternative means of ingress and egress required by the Plans and Specifications shall have been constructed and open to travel.

6.12.1. Unless and to the extent otherwise specifically provided in the Proposal, the cost of maintenance of local traffic shall be included in the amounts Bid for various scheduled items.

6.13. The Contractor shall provide for the removal of all dirt and materials that are spilled on existing pavements over which the dirt or materials are hauled or washed or otherwise deposited from the trucks utilized in performing the Work and whenever in the opinion of the Contract Administrator or the City of the existing pavement, the accumulation is sufficient to cause the formation of mud, interfere with drainage or create a traffic hazard.

6.14. All fences, buildings, non-used structures, and obstructions of any character to the construction of the Work, which are within the limits of the right-of-way, shall be removed or otherwise disposed of by the Contractor.

6.15. The Contractor, subject to the approval of the Contract Administrator, may use in the performance of the Work, such stone, gravel, sand, and other materials as may be found in any excavation, which the Contractor is required to make, and will be paid for the excavation of such materials, at the Contract prices therefor. However, the Contractor shall replace such materials, at their own expense, with other suitable material all of that portion of the material so removed and used as was provided in the Plans and Specifications to be used in embankments, backfills, approaches or otherwise. No charge for materials so used will be made against the Contractor except the replacement herein provided for. The Contractor shall not excavate nor remove any material from within the right-of-way, which is not a required excavation as indicated by the slope and grade line, without written authorization from the Contract Administrator.

6.16. Immediately upon completion of any portion of the Work, the Contractor shall restore all fills, topsoil and utilities to their location and condition prior to construction.

6.17. The City reserves the right to do work by other contractors or by City forces and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Work. The Contractor shall conduct his Work and cooperate with such other parties so as to cause as little interference as possible with such other work and as the Contract Administrator may direct. The Contractor shall make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Work, the Contract Administrator will decide as to such rights in order to secure the completion of the Work. The Contract Administrator's decision shall be final and binding on the Contractor.

6.18. Upon commencing the Work, the Contractor shall have suitable photographs, or digital imaging satisfactory to the Contract Administrator, taken on or about the first of each month showing the general condition of the Work. Copies of each view shall be supplied to the Contract Administrator, without charge,



as soon as practicable after the first of each month. The City shall retain the negatives or discs. The cost of furnishing the photographs shall be included in the amounts Bid for the various scheduled items

6.19. Upon the presentation an authorized permit, which provides that all necessary repair work will be paid for by the party to whom such permit is issued, the Contract Administrator may authorize the Contractor to allow the party bearing such permit to make openings in the Work or in public roads crossing the Work.

6.20. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and City representatives to comply with the requirements and regulations of the Oklahoma Department of Health, Oklahoma Department of Environmental Quality, and other authorities having jurisdiction and shall commit no public nuisance. Portable facilities shall be provided at the Work sites.

6.21. No public road shall be closed to the public until the Contract Administrator has authorized such action in writing.

6.21.1. The Contractor shall notify the Contract Administrator in writing at least ten (10) days in advance of the date proposed to close any portion of a public road.

6.21.2. Unless otherwise indicated on the Plans and Specifications or in other Contract Documents, the width of the traveled roadway on the approaches to any bridge supporting a Public Road shall be not less than the width of the roadway of the bridge itself.

6.21.3. Materials stored upon the Right-of-Way or elsewhere shall be placed in a manner that causes no obstruction to the traveling public.

6.21.4. The Contractor shall furnish, erect, maintain and upon reopening the public road shall remove all barricades, Temporary Route, Road Closed, Load Limit, Warning and other required sign used for temporary routes or road closures. These signs, when utilized, including the signs utilized to close Public Roads at each point where traffic leaves it, shall be lighted and maintained by the Contractor.

6.21.5. When any Public Road is closed, the Contractor shall provide, erect and maintain barricades, approved by the Contract Administrator. The Contractor shall also provide, erect and maintain suitable and sufficient lights and danger signals (1) at the limits of each closed portion, (2) where other Public Roads intersect the Work and (3) at such other points as are shown on the Plans and Specifications, in accordance with the MUTCD.

6.21.6. When any Public Road is under construction, serving as a detour or is being used by the traveling public, the Contractor shall maintain, by the use of labor, equipment and materials, that portion of the Public Road being so used that it shall be kept smooth and free from holes, ruts, ridges, bumps, and dust, and it shall be sloped and provided with the necessary outlets to drain freely, including during periods of suspension of the Work. The Contractor shall maintain all structures on such portions of such Public Roads in a condition for safe and convenient use. The Contractor shall also furnish and maintain such guardrails, temporary guide markers as described in the MUTCD, lights, signs, other traffic-control devices, and flaggers as may be necessary to maintain safe traffic conditions. The Contractor may furnish, erect and maintain such additional signs and safety devices as they deem essential and as approved by the Contract Administrator.

6.21.7. The installation and operation of all traffic-control and safety devices shall conform to the requirements of the latest and current edition or revision of the MUTCD.

6.21.8. All flaggers furnished for the protection of the public and direction of traffic shall wear



high-visibility safety apparel conforming to the MUTCD at all times during the performance of their duties. Flaggers shall be properly trained and shall perform their duties in a courteous manner to ensure the safety and convenience of the traveling public within the limits of the traffic controlled area. The Contractor shall immediately correct any deficiency in number, equipment or procedure of flaggers which is brought to their attention by the Contract Administrator or otherwise.

6.21.9. Each flagger shall be supplied with the necessary equipment.

6.21.10. Between the hours of sunset and sunrise, each flagger shall be equipped with retro-reflectorized or lighted equipment conforming to the MUTCD. Except in emergency situations, flagger stations shall be illuminated at night.

6.21.11. At locations where workers and equipment are adjacent to the part of the highway used by the traveling public, construction and maintenance signage shall be installed in accordance to the MUTCD.

6.21.12. Whenever it is necessary to divert the flow of traffic from its normal lanes of travel into another lane of travel, the lane of travel for such diverted traffic shall be clearly delineated by temporary guide markers or barricades. On tangents, the temporary guide markers shall be spaced no farther apart than two hundred (200) feet; and on curves, as directed by the Contract Administrator. Between the hours of sunset and sunrise each temporary guide marker, unless suitably reflectorized, shall be illuminated by a warning lights placed on top of it, and each barricade shall be illuminated by sufficient warning lights and marked by reflectorized devices to make the temporary guide marker clearly visible. All markers, warning lights and reflectorized devices shall be furnished and maintained by the Contractor.

6.21.13. The Contractor may, in lieu of flaggers supplementing them, install and operate a manually controlled signal approved by the Contract Administrator. Where the vertical distance between the top edge of the pavement and the adjoining berm is four inches (4") or more, the Contractor shall, at the direction of the Contract Administrator, either correct the condition by placing suitable material against the edge of the pavement or may erect and maintain temporary guide markers as hereinbefore described.

6.21.14. Whenever one-way traffic is put into effect for a distance of not to exceed two hundred (200) feet, at least one (1) flagger shall be used during daylight hours and at least two (2) flaggers shall be used between sunset and sunrise. Whenever the length of one-way traffic exceeds two hundred (200) feet, a minimum of two (2) flaggers or traffic signals shall be used during the daylight hours. Whenever either end of a portion of a Public Road restricted to one-way traffic is not visible for an approach distance of at least five hundred (500) feet a sign or traffic signal approved by the Contract Administrator shall be placed approximately five hundred (500) feet from the end of the restricted area. The sign or traffic signal shall be properly lighted between the hours of sunset and sunrise. The Contractor shall furnish and maintain positive and quick means of communication between the flaggers or traffic signals at opposite ends of the restricted area. The Contractor shall keep the flaggers supplied with sufficient signaling equipment.

6.21.15. Equipment and materials stored on any Public Road shall at all times be marked. From the hour of sunset to sunrise, any such material or equipment stored between the side ditches or between the lines five (5) feet behind any raised curbs shall be clearly outlined with warning lights or other equally dependable devices in conformance with the MUTCD and approved by the Contract Administrator. In addition, when the restricted portion of a Public Road includes sidewalks, the Contractor shall provide any other light, barricades, etc., that may be needed for the protection of pedestrian traffic. No earth or other material shall be dumped or stockpiled on any new or existing pavement. Such material shall be kept clear of pavement areas at all times.

6.21.16. All barricades, signs, and obstructions shall be illuminated at night and all lights for this



purpose shall be kept burning from sunset to sunrise. Between the hours of sunset and sunrise the Contractor shall provide and maintain two (2) red lights (one above the other) at each barricade and such other points as are necessary to protect the traveling public. When or where there occurs any direct or indirect damage or injury to public or private property, by or on account of an act, omission, neglect or misconduct or in consequence of executing the Work, such property shall be restored by the Contractor at the Contractor's expense to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring the same or the Contractor shall make good in a manner acceptable to the Contract Administrator and to the owner or owners of such property.

6.21.17. Opening of a Portion of the Work to Traffic and Acceptance of Structures. When a portion of Work is complete, that portion may be accepted and put in service when the City believes that such service will benefit the public or the City.

6.22. The Contractor shall cooperate with the Contract Administrator in protecting and preserving all cornerstones and monuments that are within the Right-of-Way of the Work or of any Public Road. The Contractor shall not start grading or other operations until the Contractor has referenced all known cornerstones, monuments, and land markers in the Work area. Monuments, cornerstones, and land markers unexpectedly encountered shall be protected, referenced and preserved.

6.22.1. When cornerstones, monuments and land markers are encountered in the performance of the Work and monument covers are not listed in the Contract Documents, the Contractor will furnish them. The Contractor will supervise the precise location and installation of the monument covers and will furnish all the labor, tools and other materials incidental to such installations.

6.22.2. The cost to the City for repair, re-determination of location and replacement of any cornerstone, monument or land marker within the Right-of-Way which is damaged, destroyed or made inaccessible during the progress of the Work by the Contractor in violation of these provisions is a charge deductible from any monies payable to him on account of the Work.

6.23. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the highest degree of care so as not to endanger the life or property.

6.23.1. The Contractor agrees and warrants that the Contractor will observe Federal, State and local laws and ordinances and regulations relative to the use and storing of such explosives as may be used or kept on the job and all such storage places shall be marked clearly "DANGEROUS-EXPLOSIVES".

6.23.2. The attention of the Contractor is directed to the provisions of all City ordinances relative to the use, storage and transportation of explosives. A blasting permit must be obtained from the City Engineer's office prior to any blasting.

6.24. The Contractor shall adequately and suitably box, fence or otherwise protect all trees, other woody plants and vegetation that are to remain in place; and shall repair injuries to bark, trunk, limbs and roots of remaining plants by properly dressing, cutting and painting. The Contractor shall provide for safekeeping of cattle, horses, and other animals by fencing the Work site. Gates shall be locked when not in use. The Contractor shall be responsible for the loss of animals as a result of the Work.

6.25. Before doing any Work over, under or near railroad tracks, telephone, power, sewer or pipelines the Contractor shall make, at his own expense, arrangements for properly securing and protecting the utilities until the Work is completed.

6.26. All work on navigable waters shall be conducted so the free navigation of the waterways will not be interfered with, and the existing navigable depths will not be impaired.



6.26.1. In cases where Work is to be done in the bed of a navigable stream the Contractor shall advise the local U.S. Corps of Engineers of the intention to do such Work and the Contractor shall conform to such practices and regulations as the Corps of Engineers may deem necessary to protect water-borne traffic.

6.27. Within 24 hours after the occurrence of any accident or other event, which results in or might result in, injury to person(s) or property, arising out of or involves any omission or act of the Contractor or any Subcontractor or any employee or agent of either in any manner from the performance of the Contract, the Contractor shall send written report of such accident or other event to the Contract Administrator and the City's Attorney, setting forth a full and precise statement of facts pertaining thereto. The Contractor shall also immediately send to the City's Attorney a copy of any summons, subpoena, notice, or other document served upon or received by the Contractor or any Subcontractor or any agent, employee or representative of either, in connection with any matter before any court, arising out of the Contractor's Work or the performance of the Contract.

6.28. The Contractor shall cooperate with the owners and operators of all underground and overhead utility lines in the removal or rearrangement operations in order that their services may proceed in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by such owners and operators will not be unnecessarily interrupted.

6.28.1. In the event of intended or accidental interruption to utility services as a result of the Work, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the said utility in the restoration of service as promptly as possible. In no case shall interruption to water service be allowed outside of working hours. Fire hydrants shall be accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

6.28.2. The Contractor shall notify in writing the utility company and the municipal authorities that may be affected by any Work involving public utility facilities before commencing Work. Copies of all such notices shall be promptly filed with the Contract Administrator. The Contractor shall give notices for the removal or relocation of utilities in ample time. The Contractor shall locate all storm sewers, culverts, buried telephone or electrical conduits, cable television sanitary sewers, water mains, and gas mains that might interfere with the construction of the project.

6.28.3. The revision and crossings of the various types of lines shall be made as follows:

6.28.3.a. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be re-joined to the undisturbed line with a joint satisfactory to the Contract Administrator. Backfill over the main up to and around the storm sewer shall be thoroughly compacted in order that no settlement will occur.

6.28.3.b. All overhead and buried telephone and electrical conduits, cable television and gas mains to be revised or crossed by the construction of this Project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings or revisions. Any overhead cables, buried cables, conduits or gas mains damaged by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the Contract Administrator.

6.28.3.c. The Contractor shall not remove any water or sanitary sewer lines except as directed by the Contract Administrator or as required by the Plans and Specifications and shall adequately brace and protect the lines from any damage during construction. The Contractor will repair any existing water main or sewer main or lateral line damaged by



the Contractor's operations. The repairs shall be inspected by the Inspector. The Contractor shall notify the City immediately after damaging any pipe. The repairs will be made at the Contractor's expense.

6.28.3.d. The location of utility service lines serving individual properties are not shown on the Plans and Specifications and it shall be the Contractor's responsibility to make any necessary changes in the line and/or grade of such services or to secure the necessary changes to be made by the particular utility company involved or the owner thereof or by an agent or independent contractor approved by such utility company or owner. Contractor shall pay the cost of all such revisions whether performed by the Contractor, the utility company or owner, or any contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Contract Administrator and the owner of the utility and shall repair or cause the same to be repaired, in the same manner as necessary changes above provided. The Contractor shall do all things necessary to see that the restoration of service is accomplished as promptly as reasonably possible. All sanitary sewer service lines damaged shall be replaced as directed by the Contract Administrator regardless of type or kind of damage.

6.28.4. In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Contract Administrator may, upon written notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his Contract.

6.29. Necessary sanitary conveniences for the use of employees on the Work, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

## 7.0 CONTRACTOR'S OBLIGATION AND RISK

7.1. The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance and payment by the City. The Contractor shall take all responsibility of the Work and shall bear all losses that may arise out of the character of the Work, the nature of the land in or upon which the Work is done, whether or not it is due to the fact that the land is different from what is assumed or expected or on account of inclement weather, floods, fire, windstorm or other actions of the elements or any other cause or causes. The Contractor, at Contractor's expense, shall restore the same or remedy the damage.

7.2. Unless otherwise provided by the Plans and Specifications, all materials, supplies, machinery and equipment are warranted new, first-class, of the best of their kind and grade and all of the Work performed by Contractor shall be good, first-class and workmanlike. Contractor warrants that all machinery and equipment furnished will operate properly and perform the Work for which it was purchased. All warranties for the materials, supplies, machinery, equipment and Work herein shall survive acceptance and payment for the Work.

7.3. Unless otherwise expressly omitted, the Contractor shall perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified and in accordance with the provisions of the Contract Documents. The Contractor shall observe, comply with, and be subject to all Terms and Conditions, requirements and limitations of the Contract and shall complete all of the Work contemplated by this Contract to the satisfaction of the Contract Administrator and the City.

## 8.0 CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES

8.1. The Contractor shall check all dimensions, elevations and quantities shown on the Plans and



Specifications and estimates or schedules given to the Contractor by the Contract Administrator; and shall notify the Contract Administrator of any discrepancies. The Contract Administrator or Project Engineer will provide corrections, interpretations, and instructions necessary to perform the intent of the Contract and the Contractor shall carry out such instructions as if originally specified.

8.2. Figured dimensions govern. Indicated dimensions, when given on the Plans and Specifications, shall be accurately followed, even though they differ from the scale measurements. If dimensions are not indicated on the Plans and Specifications, then the Contractor shall not perform the Work until such time that the Contractor has received written instructions from the Engineer regarding the dimensions to be used.

8.3. Any Work done without being properly located and established by base lines, off-set stakes, benchmarks, or other basic reference points, which are located, established or checked by the Engineer, may be required to be removed and replaced at the Contractor's cost or expense.

#### 9.0 DRAWINGS FURNISHED BY CONTRACTOR

9.1. The Contractor shall furnish all shop, fabrication, assembly, foundation and other Drawings required by the Plans and Specifications; Drawings of equipment and devices, offered by the Contractor for approval of the Contract Administrator, in sufficient detail to adequately show the construction and operation thereof; and Drawings depicting essential details of any changes in design or construction proposed by the Contractor in lieu of the design or arrangement required by the Contract or any item of Extra Work. The Contractor shall submit to the Contract Administrator the number of copies required by Contract Administrator of each such Drawing for the Contract Administrator's approval. After approval by the Contract Administrator, all such Drawings shall become a part of the Contract Documents and the work or equipment shown therein shall be in conformity therewith unless otherwise required by the Contract Administrator.

9.2. The Engineer's check and approval of Drawings, submitted by the Contractor, will apply to the general conformity of the Plans and Specifications and does not constitute a comprehensive approval of all of the dimensions, quantities and details of the material or equipment depicted therein; nor does such check and approval relieve the Contractor of the Contractor's responsibility for errors contained in such Drawings.

#### 10.0 PATENT RIGHTS

10.1. All fees for any patented invention, article or arrangement that is based upon, or in any manner connected with, the construction, erection or maintenance of the Work or any part hereof embraced in this Contract and these Specifications, shall be included in the Proposal amounts in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and/or all demands of such fees or claims.

#### 11.0 MODIFICATION AND ALTERATIONS

11.1. The Contractor agrees that the City has the right to make such modifications, changes and alterations as the City may see fit in any part of the line, grade, form, arrangement, dimension, extent or in the materials to be used in or of the Work contracted to be done without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Bonds.

11.2. Where any modification, change or alteration increases the quantity of Work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of Work actually done, either at unit prices included in the Contract, or in the absence of such unit, as Extra Work. Modifications and alterations, which reduce the quantity of Work to be done, shall not constitute a claim for damages for loss of anticipated profits on the Work or materials involved in such reduction.

11.3. The Contract Administrator shall determine, on an equitable basis, the amount of credit due the City for Contract Work not performed as a result of modifications or alterations authorized hereunder where the



value of the omitted Work is not fixed by unit prices in the Contract. The Contract Administrator shall give an allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials and equipment required for use on the Work as actually built; and shall make any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved in writing by the City and/or the Contract Administrator.

11.4. All orders for modifications, changes or alterations in the Work as herein provided shall be in writing, either by the Contract Administrator or by the City Manager through the direction of the City Council. Provided, however, all orders for modifications, changes, or alterations in the Work, which increase the amount of money due the Contractor less than twenty-five thousand dollars (\$25,000.00) may be approved by the City Manager, increases in excess of twenty-five thousand dollars (\$25,000.00) must be approved in advance by the City Council and shall be in writing and executed by the parties in order to be binding.

## 12.0 SUSPENSION OF WORK ON NOTICE

12.1. The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever the Contractor is required by written order of the City or Contract Administrator and for such periods of time as determined by the City. Any such order shall not modify or invalidate in any way the provisions of this Contract.

## 13.0 CITY'S RIGHT TO TERMINATE CONTRACT

13.1. In addition to any other right set out in the Contract Documents, the City has and retains the right to terminate the Contract, upon giving written notice to the Contractor for the following:

13.1.1. If the Contractor abandons the Work by moving equipment off-site and does not man the job for a period of five (5) working days.

13.1.2. If the Contractor assigns this Contract by a method otherwise than as herein provided.

13.1.3. If the Contractor is adjudged bankrupt.

13.1.4. If a general assignment of the Contractor's assets be made for the benefit of his creditors.

13.1.5. If a receiver should be appointed for the Contractor or any of his property.

13.1.6. If at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed.

13.1.7. If at any time the Engineer shall certify in writing to the City that the Contractor is willfully violating any of the conditions or covenants of this Contract.

13.1.8. If at any time the Engineer shall certify in writing to the City that the Contractor is executing the Work in bad faith or otherwise not in accordance with the terms of this Contract.

13.1.9. If the Work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended.

13.2. The City will serve written notice upon the Contractor and their Surety of the City's intention to terminate this Contract. The notice will state that the Contract shall cease and terminate unless within five (5) working days after the notice is served, a satisfactory arrangement is made for the continuance of the Contract.

13.3. In the event of termination, the Surety shall have the right to take over and complete the Work. The



Surety must commence performance of the Contract or make a satisfactory arrangement for the continuance of the Contract within twenty (20) working days from the date of notice of termination.

13.4. If the Surety does not perform the Contract or make satisfactory arrangements for the completion of the Work within twenty (20) working days from the date of the notice of termination, the City may take over the Work and prosecute it to completion. The City may complete the Contract with a new Contractor or with its own work force. The Contractor and the Contractor's Surety shall be liable to the City for any and all excess costs sustained by the City by reason of such prosecution and completion of the Work.

13.5. In the event of termination of the Contract, the City may take possession of and utilize in completing the Work all such materials, equipment and tools as may be on site of the Work. If the City chooses not to use the materials and equipment left on site, it will notify the Contractor and the Contractor will have ten (10) working days to remove said items from the Work site. After the ten (10) working day period the remaining materials and equipment will be considered abandoned by the Contractor and will be disposed of by the City, and the Contractor will have no claim against the City for said disposal of abandoned items.

#### 14.0 CONTRACTORS' RIGHT OF PROTEST

14.1. If the Contractor considers any work demanded to be outside the requirements of the Contract or considers any record or ruling of the Contract Administrator to be unfair, the Contractor shall immediately request the Contract Administrator provide written instructions or decisions, whereupon the Contractor shall proceed, without delay, to perform the Work in conformance with the instructions or decisions. Within ten (10) days after the date of receipt of the written instructions or decisions, the Contractor shall file a written protest with the Contract Administrator, stating clearly and in detail the basis of the objections. Except for such protest and objections made of record in the manner herein specified and within the time stated, the instructions or decisions of the Contract Administrator shall be final and conclusive. Contractor may protest and claim against the instructions and decisions of the Contract Administrator between the Plans and Specifications, and the conditions on the ground, or any errors or omissions in the Plans and Specifications, estimates, or layout as given by stakes, points, or instructions, which may be discovered in the course of the Work. The Contractor may not take advantage of any errors or omissions in the Plans and Specifications, as full instructions contained in letters transmitting Plans and Specifications to the Contractor shall be considered as written instructions or decisions. In the event the Contractor suffers actual damages as a result of the written instruction or decisions under protest for which the Contractor seeks to hold the City liable, Contractor must submit a written itemized statement of costs within thirty (30) days of the discovery of the claimed loss and allow the City access to all Contractors' records to audit the claim. Failure of Contractor to timely file the statement or to allow the audit waives any recovery for damages.

#### 15.0 EXTRA WORK

15.1. If the Contractor does any work or furnish any materials, which are not classified under any of the terms of this Contract and are necessary in order to complete the Work under this Contract and such Work is ordered, in writing, by the Contract Administrator, the Work or materials shall be considered Extra Work. All Extra Work and any costs related thereto shall be approved by the City Council and agreed to by commencing the Extra Work.

15.2. If a modification or amendment to this Contract increases the amount of Work and the Extra Work or any part thereof is of a type and character that can properly and fairly be classified under one, or more unit price items of the Proposal, then the Extra Work shall be paid according to the amount of Extra Work actually performed and at the applicable unit price. Otherwise, such Extra Work shall be paid for as hereinafter provided.

15.3. Claims for Extra Work will not be paid unless the City authorized the Extra Work in writing. The Contractor shall not have the right to prosecute or take action in court to recover for Extra Work unless the claim is based upon a written Change Order from the City. Payments for Extra Work will be based on an agreed lump sum or on agreed unit prices whenever the City and the Contractor agree upon such prices



before the Extra Work is commenced; otherwise, payment shall be a specified percentage allowance as set forth herein.

15.4. For the purpose of determining whether Extra Work proposed will be authorized or for determining the payment method for Extra Work, the Contractor shall submit to the Contract Administrator a detailed cost estimate for proposed Extra Work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's extra profit, extra general superintendence, extra field office expenses, bonds and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed to by the parties, such percentage additions shall be ten percent (10%) of the direct costs for the Extra Work performed by the Contractor's own work forces or ten percent (10%) of the direct costs for Extra Work performed by a Subcontractor.

15.5. The payment for Extra Work will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads and all other elements of extra cost not defined herein as actual field cost.

15.5.1. The actual field cost shall include those extra costs for labor and materials expended in direct performance of the Extra Work and may include:

15.5.1.a. The actual payroll cost of all workmen, such as laborers, mechanics, craftsmen, and foremen.

15.5.1.b. The Contractor's or Subcontractor's net cost for materials and supplies.

15.5.1.c. Contractor owned equipment, which the Contractor has on the job site and which is of a type and size suitable for use in performing the Extra Work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent (1/2 of 1%) over the latest applicable Associated Equipment Distributors published rental rates.

15.5.1.d. The actual net rental charge for vehicles and construction equipment not owned by the Contractor or Subcontractor and are not available from the equipment of Contractor or Subcontractor.

15.5.1.e. The transportation charges for rented equipment.

15.5.1.f. The charges for extra power, fuel, lubricants, water, and special services.

15.5.1.g. The charges for extra payroll taxes, bond premiums and insurance premiums.

15.5.2. The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the Contract Administrator and shall distinguish Extra Work and work under protest from all other work.

15.6. The Contractor shall file with the Contract Administrator, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the approval of the Contract Administrator. This information will be used by the Contract Administrator for computation of Extra Work as mentioned above, however, if the Contractor fails to file these lists with the Contract Administrator prior to starting any Work covered by Contract, then the Contract Administrator's computation shall be based on the prevailing hourly rate of wages in the locality for each craft or type of workmen needed to execute the Contract as ascertained by the Oklahoma Labor Commissioner.

## 16.0 SUPERVISION AND INSPECTION

16.1. The City shall appoint or employ such Contract Administrator(s), Engineer(s) or Inspector(s) as the

City may deem proper, to examine and observe the materials furnished and the Work performed, and to see that the said materials are furnished, and that the Work is performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Contract Administrator, Engineer, or Inspector, for the proper examination and observation of the Work and all parts thereof.

16.1.1. Such inspections are for the benefit of the City and shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Contract Documents. Any work not constructed in accordance with the Contract Documents shall be removed and made good by the Contractor at his own expense, whenever so ordered by the Contract Administrator.

## 17.0 CONTROL OF MATERIALS

17.1. The Contract Administrator shall approve the source of supply of each of the materials incorporated into the Work before the delivery of the same is conducted. If requested by the Contract Administrator or the Laboratory representative, preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods prescribed herein. Only materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing it is found that the sources of the supplies, which have been approved, do not furnish a uniform product or if the product from any other source does not meet the Plans and Specifications at any time, the Contractor shall furnish approved materials from other approved sources. No material that has become unfit for use shall be used in the Work even if it was previously approved.

17.1.1. In order to ensure the use of suitable material, the Contract Administrator may require any or all materials to be subject to tests by means of samples or otherwise as determined by the Contract Administrator. The Contractor shall provide such facilities as the Contract Administrator may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable and in accordance with the requirements of the Specifications. The Contractor, in all cases shall furnish the required samples without charge.

17.1.2. Within 24 hours after receiving a shipment of material, the Contractor shall advise the Contract Administrator, in writing, of the kind, size, quantity and location thereof.

17.1.3. Where a standard American Society for Testing Materials, American Concrete Institute, American Association of State Transportation Officials or other agency designation is specified for a material, that designation shall be the current revision, either tentative or adopted. If a referenced specification is in disagreement with the Plans and Specifications, the City's Plans and Specifications shall govern.

17.1.3.a. Methods not covered in these publications shall be as approved by the Contract Administrator. In the case of agricultural seeds, samples and test methods shall be as prescribed by the United States Department of Agriculture Current Regulation Announcements.

17.1.4. All materials shall be tested by a Laboratory of good reputation, previously approved by the City. No material shall be accepted for construction unless it bears the approval of the Laboratory. Reports of tests shall be forwarded to the City. Before final acceptance of the project, all parts shall be tested and shall be found in good and proper condition or shall be placed in such condition.

17.1.5. For the verification of weights or proportions and character of materials and determinations of temperatures used in the preparation of the materials and mixtures, the Contract Administrator, Inspector and Laboratory representative shall have access at all times to all parts of all concrete plants and other plants furnishing materials for use in the Work.



17.1.6. The Contractor shall facilitate and assist in the verifications of the accuracy of all scales, measures and other devices, which the Contractor operates.

17.1.7. All sieves shall conform to the requirements of the standard specifications for sieves for Testing Purposes, ASTM Designation E11.

17.1.8. The Contractor guarantees that all materials used and all Work done under this Contract, will fully comply with the requirements of the Plans and Specifications.

17.2. Materials shall be stored in order to ensure the protection of their quality and fitness for the Work and shall be located in order to facilitate prompt inspection. All existing materials, which are listed for removal and storage during the progress of the Work shall be carefully removed and stored in the Right-of-Way, at locations determined by the Contract Administrator or at specific locations provided in the Plans and Specifications. That portion of the Right-of-Way not required for Work and travel, unless elsewhere prohibited, may be used for storage purposes and for the placing of the Contractor's plants and equipment, and any additional space required for equipment or new materials shall be provided by the Contractor at the Contractor's expense. Adequate cement storage shall be provided for at least a full day's run.

17.3. All materials not conforming to the requirements of the Plans and Specifications shall be considered defective and all such materials shall be rejected. Unless otherwise permitted by the Contract Administrator such defective materials shall be removed immediately from the site of the Work. No rejected material that has had the defects corrected shall be used until approval has been given by the Contract Administrator. The failure on the part of the Contractor to comply with any order of the Contract Administrator regarding the defective materials shall constitute cause for any defective materials to be removed and replaced and to cause the deduction of the cost of removal and replacement from any amounts due or to become due to the Contractor.

## 18.0 LEGAL DUTIES AND RESPONSIBILITIES TO THE PUBLIC

18.1. The Contractor warrants that the Contractor is familiar with and shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and any orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workman's Compensation laws, minimum and maximum salary and wage statutes and regulations if applicable, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to the use of explosives. Contractor certifies that the Project, when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, Title 42 USCA § 12101-12213, as outlined in 28 CFR Part 35; and Contractor further stipulates and agrees to comply with Title VI of the Civil Rights Act of 1964, Title 78 OS § 252.42, USCA § 2000d, *et. seq.*; and if the Work contemplated by this Contract qualifies as a federally assisted program of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, then Contractor agrees to comply with all requirements imposed by or pursuant to Title 49 CFR Part 21.

18.2. Whenever required, the Contractor shall furnish the City Attorney or the Contract Administrator with satisfactory proof of compliance with said laws, statutes, etc.

18.3. In the hiring of employees for the performance of Work under the Contract the Contractor and any Subcontractor thereunder shall not, by reason of race, color, sex, age, disability, or national origin, discriminate against any citizen of the United States in the employment of laborers or workers, who are qualified and available to perform the Work to which the employment relates.

18.3.1. No Contractor or Subcontractor, nor any person on behalf of either, shall in any manner discriminate against or intimidate any employee hired for the performance of Work under this Contract, on account of race, color, sex, age, disability or national origin.



18.4. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices, necessary and incident to the due and lawful prosecution of the Work.

18.5. Without exception, the Bid amounts include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent hereof that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent, trademark or copyright, the Contractor shall provide for the right to such use by suitable agreement with the patentee, owner or assignee and a copy of such agreement shall be filed with the City; however, whether or not such agreement is made or filed as herein provided, the Contractor and the Surety in all cases shall indemnify and save harmless the City and any affected railroad or railway company or political subdivision from any and all claims for infringement at any time after the award of the Contract.

#### 19.0 CONTRACTOR IS INDEPENDENT CONTRACTOR

19.1. It is expressly agreed that the Contractor is an independent Contractor and is not in any way whatsoever an agent, servant or employee of the City and the City shall in no way or under any circumstance be liable for any acts or omissions, contracts, subcontracts, or torts of said Contractor.

#### 20.0 CONTRACTOR'S EMPLOYEES

20.1. The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the Work given them to do, for performance of the Work contemplated by this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees.

20.2. The Contractor agrees that the Contractor (and Contractor's Subcontractors, if any) will not fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions or privileges of employees due to consideration of race, color, sex, age, or national origin, and further agrees that it will not (nor will their Subcontractors, if any) limit, segregate or classify Contractor's employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect Contractor's employee's status as an employee, because of such individual's race, color, sex, age, or national origin. Contractor agrees not to discriminate on the basis of disability if the prospective employee is otherwise qualified to perform the duties of the job. Contractor further agrees that this Contract may be terminated by the City in the event there shall be a violation of any of the provisions of this Section, upon notice in writing, and all claims for monies to become due pursuant to any other provisions of this Contract from the date of termination shall thereafter be forfeited, the Contractor being entitled only to monies expended and services performed and up to and including the date of termination.

20.3. All workmen must have sufficient skill and experience to properly perform the Work in a proper and skillful manner. If any workman is disrespectful, disorderly, or otherwise objectionable then that workman shall be discharged by the Contractor or Subcontractor employing such workman, upon written request of the Contract Administrator and shall not thereafter be employed on any portion of the Work without the written consent of the Contract Administrator. Should the Contractor fail to remove such workman the Contract Administrator may withhold all estimates, which are or may become due, or may suspend the Work for each day the Contractor fails to comply with this Section.

20.4. The Contractor shall not sell, sublet, or assign any portion of the Contract or Work without the written consent of the Contract Administrator and the granting of any such consent shall not relieve the Contractor of any responsibility under the Contract. The Contractor shall be responsible for the satisfactory settlement by any and all Subcontractors of all claims and obligations arising in connection with the execution of their respective portions of the Contract and for furnishing to the City, to its satisfaction, evidence thereof.

#### 21.0 ASSIGNMENT AND SUBLETTING OF CONTRACT



21.1. The Contractor shall give attention to the fulfillment of this Contract, and shall not let, assign or transfer the Contract or any other rights, titles or interests in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.

21.2. Should any Subcontractor fail to perform the Work undertaken by the Subcontractor in a satisfactory manner, then the subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be fully responsible to the City for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as the Contractor is for the acts and/or omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the City.

## 22.0. INDEMNIFICATION AND DEFENSE OF SUITS

22.1. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed; or is brought for any injury(ies) or damage(s) caused by negligence or willful act of the Contractor or their Subcontractors or their agents or is brought in connection with any claim or claims based on the lawful demands of the Subcontractors, workmen, material men or suppliers of machinery and parts thereof, or against any equipment, power tools and supplies incurred in the performance of this Contract,

22.1.1. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from all losses, damages, costs, expenses, attorney fees, judgments, or decrees whatever arising out of any such action or suit that may be brought as aforesaid.

22.2. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of any and all injuries or damages alleged to have been received or sustained by any parties by reason of, or arising out of the failure of the Contractor to refill all trenches or ditches, or failure to repair all breaks or failures of said Work, which injuries or damages are alleged to have been received within one (1) year from the final acceptance of the Work hereunder.

22.2.1. Contractor further agrees to pay for any and all judgments that might be rendered against the City in any suits and actions, together with such expenses or attorney's fees expended or incurred by the City in the defense thereof. The Contractor hereby expressly waives any notice that might, by law, be required to be given to the Contractor by the City of any defect, break, settling or failure or of any other condition that might be the cause of injury or damage to any person on account of which the claim or suit was made or filed against the City, or a judgment taken for damages against the City. It is expressly agreed that the acceptance of the Work by the City shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.

22.3. The City may suspend payments of any sum due or to become due for Work done on this Contract until such claims and/or suits, actions or proceedings are final and liability has been determined. The amount of such damage or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

## 23.0 WORKER'S COMPENSATION, EMPLOYER'S LIABILITY INSURANCE, OWNER'S RISK AND LIABILITY INSURANCE AND PROPERTY INSURANCE REQUIREMENTS

23.1. The Contractor and their Subcontractors shall obtain and maintain, during the life of this Contract, Workmen's Compensation Insurance as prescribed by laws of the State of Oklahoma and Employer's Liability Insurance.

23.2. Contractor's liability insurance policies shall inure to the benefit of the Contractor as the insured and shall contain an agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgments or demands for damages arising on account of injuries of whatsoever kind and character sustained by a person or persons on account of the construction of this Work or performance of the Contract by the Contractor.

23.3. Where applicable, property damage liability insurance must be endorsed for blasting, the collapse of or structural injury to any building or structure, and damage to underground property, such as wires, conduit pipes, main sewers, or other similar property.

23.4. The Contractor shall furnish an owner's liability insurance policy with the City named as an additional insured, issued by the same insurance company as the Contractor's liability coverage, which indemnifies the City and the Engineer(s) against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatsoever kind and character, sustained by any person or persons on account of the construction of the Work or the performance of the Contract by the Contractor. The limits of this coverage shall be as set out in this Contract.

23.5. The Contractor shall obtain and maintain fire insurance policy with extended coverage, vandalism, and malicious mischief endorsements upon the site where the Work of this Contractor is to be done, on the completed value form, with one hundred percent (100%) co-insurance. Such insurance shall cover both building and the Contractor as their interests appear.

23.7. Contractor shall provide to the City Certificates of insurance in a form acceptable to the City and shall be filed through the Engineer prior to commencing the Work. The Contractor shall submit the Certificates in duplicate, one original policy or Certificate and one copy of proof of insurance requirements set forth above. The Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days written notice has been given to the City. Partial occupancy of the project by the owner shall not affect insurance coverage.

#### 24.0 MINIMUM INSURANCE AMOUNTS

24.1. Owners Liability Insurance minimum coverage limits shall be no less than:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident	\$1,000,000.00
Bodily Injury, per person	100,000.00
Property Damage, per claimant	100,000.00

24.2. Public Liability, other than Automobile minimum coverage limits shall be no less than:

Personal Injury, per person	\$ 100,000.00
Personal Injury, per accident	1,000,000.00
Property Damage, per person	100,000.00
Property Damage, per occurrence	1,000,000.00

24.3. Automobiles and Truck; Owner, Hired and Non-owned minimum coverage limits shall be no less than:

Personal Injury, per person	\$ 100,000.00
Personal Injury, per accident	1,000,000.00
Property Damage, per person	100,000.00



Property Damage, per accident	1,000,000.00
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24.4. Employers Insurance minimum coverage limits shall be no less than:

Employers Liability, per accident	\$1,000,000.00
Comprehensive General Liability, per accident	1,000,000.00
Bodily Injury, per accident	1,000,000.00
Property Damage, per claimant	100,000.00

24.5. Railroad Insurance minimum coverage limits shall be no less than:  
(Railroad only required when working within the railroad Right-of-Way)

General Liability per accident	\$2,000,000.00
General Aggregate Limit	4,000,000.00
Automobile Public Liability Insurance, per accident	2,000,000.00

#### 25.0 METHOD AND BASIS OF PAYMENT FOR ITEMS OF WORK

25.1. The Contractor shall be paid for all Work performed under this Contract based on the Contract Administrator's computations of as-built quantities and the Contractor's unit price or lump sum Bid per item. This payment shall be full compensation for: furnishing all supplies, materials, tools, equipment, transportation, labor and services required to do the Work; all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the performance of the Work and is not specifically provided; all expenses incurred by or because of any suspension or discontinuance of all or any part of the Work; and faithfully completing the Work according to the Contract Documents and the requirements of the Contract Administrator.

25.2. The Contractor, in case of unit-price items, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.2.1. All Work completed under the Contract will be measured by the Contract Administrator according to United States Standard Measurements. All longitudinal measurements for area will be made along the actual surface of the roadway and not horizontally and no deductions will be made for individual fixtures in the roadway having an area of nine (9) square feet or less. For all transverse measurements for area of base courses and pavements, the dimensions to be used in calculating the pay area shall be the neat dimensions shown on the Plans and Specifications or ordered in writing by the City. All materials, which are specified for measurement by the cubic yard "loose measurement" or "measured in the vehicle", shall be hauled in vehicles approved by the Contract Administrator and measured therein at the point of delivery on the road, unless otherwise provided in the Plans and Specifications. Approved vehicles for this purpose may be of any type or size satisfactory to the Contract Administrator provided that the body of such type that the actual contents may be readily and accurately determined. All approved vehicles must bear a plainly legible identification mark indicating the specified approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

25.3. The Contractor, in case of lump sum contracts or lump sum items in a unit price contract, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.3.1. All Work completed under lump sum items in the Contract will be determined by the Contract Administrator. Major items of work in a lump sum contract and the cost therefore will be identified at the beginning of the Work. Pay estimates will then be computed based on the portion of each item completed, as determined by the Contract Administrator. The sum of all Work completed on all items of work will constitute the basis of payment.



25.4. The City shall pay the Contractor for Extra Work in the following manner:

25.4.1. An amount to the sum of: (1) the Contractors (or Subcontractors) Direct Cost (as defined below) in performing such Extra Work and (2) ten percent (10%) thereof for all Extra Work performed pursuant to the Terms and Conditions of this Contract. Provided that payment can be authorized only to the extent authorized by law.

25.4.2. Direct Costs means and includes: (1) all payments for wages and other labor costs incurred in performing the Extra Work; (2) the cost of all materials used or consumed in performing the Extra Work and including any sales, use, or excise taxes required by law to be paid with respect to such materials being delivered to the site of the Work; (3) all taxes and insurance and bond premiums paid as a percentage of the aforesaid wages; and (4) allowances for the use of equipment in the performance of the Extra Work, at the rates set forth in the latest edition, published prior to the opening of Bids for this Contract of the Compilation of Rental Rates for Construction Equipment, prepared by the Associated Equipment Distributors. When any piece of equipment is used on any Extra Work job for three (3) days or less, the daily rates set forth in the Compilation of Rental Rates for Construction Equipment shall apply; when used for more than three (3) days and less than twenty-two (22) days, the weekly rates shall apply and when used more than twenty-one (21) days, the monthly rates shall apply. When a weekly rate is applied to a period of over seven (7) days, the rate for the excess days shall be one-seventh of the weekly rate. When a monthly rate is applied to a period of over thirty (30) days, the rate for the excess days shall be one-thirtieth (1/30) of the monthly rate.

25.4.3. If the wages paid by the Contractor for any Extra Work include any premium pay (i.e. anything over straight-time rates) for overtime, Sunday or holiday work, and the like, the amount of all such premiums shall be deducted from the Direct Costs for the purpose of calculating the aforesaid allowance of ten percent (10%). Said allowance is to cover profit and all costs of the Extra Work for which reimbursement is made, including superintendence, overhead and use of tools and equipment for which no specific allowance is made.

25.4.4. At the end of each day, the Contractor and Contract Administrator shall check and verify records of payrolls for labor furnished for Extra Work on that day. Each invoice for Extra Work shall be in form satisfactory to the Contract Administrator and shall be submitted to the Contract Administrator by the Contractor in quadruplicate. Attached to each invoice shall be the original receipted bills and invoices covering the costs of all materials, including freight and haulage charges, which are used or consumed in performing the Extra Work. An invoice for each Extra Work job shall be submitted not later than the 20th day of each month following any of the Extra Work that was actually performed. The City shall retain ten percent (10%) of all Extra-Work payments until the final completion and acceptance of the Work.

## 26.0 ADMINISTRATIVE COSTS AND FEES

26.1. In the event the improvements are to be paid for in cash the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, and City water (where available) for flushing and pipe testing shall be paid by the City unless otherwise provided for in the Contract Documents.

## 27.0 PAYMENTS

27.1. If the Work is progressing in a satisfactory manner on or about the first day of each month, the Engineer will prepare an estimate for a partial payment of the Work completed after receiving a written request from the Contractor by the first day of the month. An estimate for partial payment shall include items actually incorporated in the Work and may include materials acceptable to the Engineer that are delivered to the Work site, provided the Engineer is furnished duplicate copies of actual manufacturer's invoices of material to be included in the estimate. The estimate shall be submitted to the Director of Engineering and Construction who shall either authorize payment or notify the Contractor in writing of the



reason payment has been delayed or denied; this payment or notice shall be mailed no later than one month following receipt of the estimate.

27.1.1. Partial payments will be made to the Contractor in accordance with the following schedule:

27.1.1.a. In the amount of 95 percent (95%) of the value of the Work completed.

27.1.1.b. If the Contractor has performed satisfactorily and the Work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced to only that amount necessary to assure completion.

27.1.1.c. In addition to the conditions set forth in a and b above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or process performance.

27.1.2. The Contractor may withdraw any part, or the whole, of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the Director of Engineering and Construction one of the following:

27.1.2.a. United States Treasury Bonds, United States Treasury Notes, United States Treasury Bills in an amount equal to the amount of the retainage withdrawn, or

27.1.2.b. General Obligation Bonds of the State of Oklahoma in an amount equal to the amount of the retainage withdrawn, or

27.1.2.c. Certificates of Deposit in an amount equal to the amount withdrawn from the retainage from a state or national bank having its principal office in the State of Oklahoma. No retained amount shall be withdrawn, which would represent an amount in excess of the market value of the securities at the time of deposit or of the per value of such securities, whichever is lower.

27.1.3. All materials and Work included in partial payments shall become the property of the City and materials included in a partial payment shall not be removed from the Work site. However, this provision shall not be construed as relieving the Contractor of responsibility for the care and protection of the materials and Work for which payments have been made; or does it relieve the Contractor from being required to restore any damaged Work, or materials removed from the Work site by unknown parties, and it is not a waiver of any of the Terms and Conditions of the Contract.

27.2. Final payment will be made when the Work has been completed. The Engineer shall carefully measure and determine the as-built quantities of each class of Work as shown on the schedule of Bid items and such Extra Work performed by order of the Engineer. The aggregate cost of the Work done and the materials furnished shall constitute the amount due for the completed Work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

## 28.0 RELEASE OF LIABILITY AND ACCEPTANCE

28.1. The acceptance of the final payment by the Contractor shall operate as and shall be a release to the City, its officers, agents, and employees thereof, from all claims and/or liability from the Contractor for anything done or furnished by the City relating to or affecting the Work or for any act or negligence by the City, its officers, agents, and employees relating to or affecting the Work. No person, firm, or corporation other than the Contractor as a party to this Contract will have any interest hereunder, and no claim shall be made or be valid and neither the City, its officers, agents nor employees shall be liable or be held to pay any additional money.

28.2. It shall be the duty of the Contract Administrator to determine when the Work is complete and the Contract fully performed and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until all the Work has been accepted by the City.

#### 29.0 PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY

29.1. Neither acceptance by the City, the Contract Administrator or any employee of either, nor any order by the City for the payment of money or the actual payment thereof, nor any taking of possession by the City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers, whether by Contract or by laws, of the City. In the event that after the Work has been accepted and final payment made, it is discovered that any part of this Contract has not been fully performed or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect. In the event that the Contractor neglects to remedy any such defect within a reasonable time after written notice thereof, the Contractor shall be liable for and shall pay to the City the costs of remedying such defect, or a sum equal to the damage caused thereby, or both, as the City may elect. The acceptance of the Work or final payment therefore shall be no bar to claim or suit against the Contractor or Surety, or both.

29.2. Upon the satisfactory completion of all Work required under the Contract, the Contract Administrator shall certify to the City, in writing, the total amount of Work performed, and compensation earned by the Contractor. No unauthorized Work shall be included or paid for. Within thirty (30) days, upon receipt of said certification, the City shall make full payment to the Contractor, less the total of all partial payments in accordance with the Terms and Conditions for final payment. Provided, however, that before making final payment of the full amount earned by the Contractor, the City may require the Contractor to furnish satisfactory evidence that the Contractor and his Subcontractors have paid all of their payrolls, bills, expenses and costs of every type and nature whatsoever connected with the performance of the Contract. The acceptance by the Contractor of final payment shall operate as a release to the City from claims and liabilities of every type and nature owing to the Contractor in connection with the performance of the Contract. The date of the Contract Administrator's approval by will be the date of acceptance of the Work.

#### 30.0 CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE

30.1. Contractor agrees, without cost other than is specially provided for in this Contract, that at any and all times during one (1) year next following the completion and final acceptance of the Work performed under this Contract and without notice from the City, to repair, fix, and or otherwise correct any defect or failure that may occur in the Work including without limitation, to refill all trenches or ditches that may sink or settle, and to repair all breaks or other failures.

#### 31.0 CONTRACTOR'S WARRANTIES AND GUARANTIES

31.1. The Contractor warrants and guarantees that all Work, including without limitation, all materials used in the Work will conform to the Plans and Specifications and that all Work will be performed in a proper and workmanlike manner and in accordance with the Contract.

#### 32.0 LAWS AND ORDINANCES

32.1 This Contract shall be construed under the laws of the State of Oklahoma and jurisdiction shall be in the County where the Work is performed and the Work site property is located.

32.2. The Contractor is obligated to keep fully informed of all existing and current regulations of the City, County, State and Federal laws, which in any way limit or control the actions or operations of those engaged upon the Work or affecting the materials supplied to or by it. The Contractor shall at all times observe and comply with all applicable ordinances, laws and regulations; and shall protect and indemnify the City, its officers, agents and employees against any claims or liability arising from or based on any violation of the same. All such applicable laws and ordinances are a part of this Contract as though fully set forth herein.



### 33.0. IMMIGRATION COMPLIANCE

33.1 Contractor shall demonstrate that he:

- 33.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 33.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- 33.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 33.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

33.2. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 33.1 above.

### 34.0 NOTICES

34.1. Any notices or other communications hereunder may be given to Contractor at the address given in their Proposal, to the Surety at the office of the Attorney-in-Fact signing the Contract or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma and to the City in care of the Contract Administrator or at such place as may be otherwise designated in writing. The personal delivery at such address or depositing in any United States mailbox regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor or the City, shall be deemed sufficient service thereof, and the date of said service shall be the date of such personal delivery or mailing.

34.2. Any address may be changed at any time by an instrument in writing, executed by the Contractor or the Surety and delivered to the Contract Administrator. Nothing herein contained shall be deemed to preclude or tender inoperative the service of any notice, letter, or communication upon the Contractor personally.

### 35.0 SECTIONS AND PARAGRAPH CAPTIONS

35.1. The Section and paragraph captions and headings are not a part of the Contract Documents. They are included for convenience only and are not to be considered in the interpretation of the Contract Documents. Said captions and headings are mere labels, intended as aids in locating and reading the various portions of the Contract Documents.

36.0 CONTRACT BINDING ON THE PARTIES

36.1. Except as otherwise expressly limited herein, this Contract shall be binding upon the parties and their respective heirs, representatives, successors or assigns.

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**SECTION IV.**  
**GENERAL SPECIFICATIONS**

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**DIVISION I  
CONTROL OF EQUIPMENT**

(General): All equipment necessary for completion of the Work contemplated under this Contract shall be in first-class operating condition and shall have been inspected and approved by the Contract Administrator before construction where the equipment is used will be permitted to begin. Thereafter, the equipment shall be maintained in first-class operating condition throughout its use for the Work under this Contract.

**DIVISION II  
CONSTRUCTION SPECIFICATIONS**

All Work shall be accomplished in accordance with ODOT, EPA, and ODEQ regulations, AWWA Standards and City of Sapulpa Codes and Standard Construction Specifications.

**DIVISION III  
MATERIAL SPECIFICATIONS**

All materials shall be in accordance with materials as specified in the City of Sapulpa Engineering Design Criteria and Standard Specifications.



**SECTION V.  
CHANGE ORDER**





# Change Order

## Instructions

### I. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### II. COMPLETING THE CHANGE ORDER FORM

Engineer/Project Mgr. normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer/Project Mgr. has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer/Project Mgr. should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**SECTION VI.**  
**NOTICE TO PROCEED**

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**NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_

Project: Cheyenne Rd

You are hereby notified to commence **Work** in accordance with the **Contract** dated \_\_\_\_\_, 2023, with completion date set for \_\_\_\_\_ **(00)** **calendar days** from the date of this Notice to Proceed authorizing the Contractor to commence work on this project.

\_\_\_\_\_  
CITY OF SAPULPA  
Owner

By: \_\_\_\_\_

Title: PROJECT MANAGER

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Please complete and return *Acceptance of Notice* as soon as possible.)

**SECTION VII.  
PUBLIC IMPROVEMENT  
CONTRACT AGREEMENT**



**PUBLIC IMPROVEMENT CONTRACT AGREEMENT**

**Cheyenne Rd.**

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, hereinafter called the Contractor, and the **City of Sapulpa, Oklahoma**, hereinafter called the Owner:

**WITNESSETH:**

**WHEREAS**, the Owner has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for construction of the **Cheyenne Rd** public improvement project; and

**WHEREAS**, the Contractor, in response to said solicitation for bids, has submitted to the Owner in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

**WHEREAS**, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the proposal and designated below as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications, and the requirements of the Project Manager and/or engineer under them, to wit:

\_\_\_\_\_ **00/100 DOLLARS (\$0.00)**

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. That the Contractor shall furnish all the materials, and perform all of the work in manner and form as required and provided for by the drawings, specifications, conditions and documents attached hereto and made a part hereof, and entitled:

**“CHEYENNE RD CONSTRUCTION DOCUMENTS”**

2. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement in lawful money of the United States, the amount of: \$0.00.
3. The Contractor shall complete all work in accordance with the terms of this Agreement with the substantial completion date set for \_\_\_\_\_ (00) calendar days from the Notice to Proceed and the final completion at \_\_\_\_\_ (00) calendar days following issuance of the Notice to Proceed authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.
4. That the Owner reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.

5. That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a Change Order.
7. That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the Owner.
8. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.
9. That within 30 days of receipt of an approved payment request, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS the retainage provided, which is to be withheld by the Owner until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.
10. That on completion of the work, but prior to the acceptance thereof by the Owner, the City Manager, or his/her representative shall determine if the work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Sapulpa.
11. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
12. Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed within the time specified in above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment. In addition, in the event the Work is not completed on time and more than seven late days has expired, the parties agree to a stipulated breach of contract by the Contractor entitling the Owner to pursue any and all remedies against the Contractor for all resulting and consequential damages, costs and fees, including cover costs, attorney and expert witness fees.
13. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within 5 days after the receipt of notice from the Owner, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the





**SECTION VIII.**  
**CDBG REQUIRED DOCUMENTS**

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# SAM-System for Award Management

## What is SAM?

The System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) has combined federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation is being done in phases. The first phase of SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

Users of SAM include contracting officials, grant applicants, contractors, and the public. Those required to register in SAM include:

- Vendors and subcontractors: Those doing business with the federal government "will be able to log into one system to manage their entity information in one record, with one expiration date, through one streamlined business process. Federal agencies will be able to look in one place for entity pre-award information. Everyone will have fewer passwords to remember and see the benefits of data reuse as information is entered into SAM once and reused throughout the system."

## To create an account and access SAM as a new user:

**Step 1:** Go to [www.sam.gov](http://www.sam.gov).

**Step 2:** Click on "Create a User Account."

**Step 3:** Complete the requested information, and then click "Submit/Create."

**Step 4:** Select "Individual User Account."

**Step 5:** You will receive an email confirming you have created a user account in SAM. You can now register an entity, search For Official Use Only (FOUO) information, and (if you are a designated government official) enter exclusions into the system.

**Step 6:** If you are an organization, business, government agency or grantee (known in SAM as an "entity"), you must also register your entity in SAM.

## To register in SAM as an entity:

**Step 1:** Login to SAM with your user ID and password.

**Step 2:** Gather all of the required information needed to complete your registration.

**Step 3:** Click on "Register New Entity" from the left side navigation pane.

**Step 4:** Complete and submit the online registration. It is estimated that it will take approximately 30 minutes to complete registration if you already have all the necessary information on hand, depending upon the size and complexity of your entity.

**Step 5:** You will receive an email confirming that your registration is in process.

Note that new registrations can take an average of 7-10 business days to process in SAM. SAM must send out some information for validation with outside parties before your registration can be activated; this includes TIN validation with the IRS and CAGE validation/assignment with DoD. This timeframe may be longer if the information you provide is flagged for manual validation by either party. If you notice your registration has had a 'Submitted' status for longer than 10 business days, and you have not otherwise been contacted to correct or update information, please contact the Federal Service Desk at 866-606-8220 or <https://www.fsd.gov>.

### **What information do I need to register my entity in SAM?**

Depending on the type of registration you need, categories of information needed may include the following:

**Core Data** - Includes, but is not limited to, an entity's DUNS and/or DoDAAC, name, address, CAGE or NCAGE code\*, taxpayer or employer ID numbers (TIN or EIN), general information, financial information, and details about any proceedings in which the entity may currently be involved. Core Data is mandatory for all registration types.

**Assertions** - Includes, but is not limited to, data about the types of goods and services the entity provides, the entity size, [NAICS Codes](#), optional Electronic Data Interchange (EDI) and disaster-relief data.

**Representations and Certifications** - Details related to an entity's small business status, responses to commonly used Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, and Architect-Engineer Responses (SF330 Part II).

**Points of Contact (POC)** - Types include, but are not limited to, contacts for accounts receivable, electronic business and government business. POC information is mandatory for all registration types.

Before you start, please be sure you also have gathered the following information: Your Data Universal Numbering System (DUNS) number from Dun & Bradstreet, and the name and address associated with that DUNS

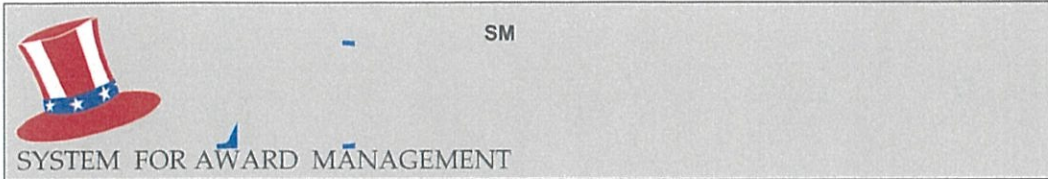
- Your Taxpayer Identification Number and the name associated with that TIN (from your W-2 or W-9)
- Your Contractor and Government Entity (CAGE) Code, if you already have one (if you don't, one will be assigned to you during registration)
- Your Electronic Funds Transfer information, such as your financial institution's ABA Routing Number and your account number, along with the bank phone or fax number

You will be unable to submit your registration online unless all the mandatory information is provided.

\*The Commercial and Government Entity (CAGE) Code is a five-character ID



number used extensively within the federal government, assigned by the Department of Defense's Defense Logistics Agency (DLA). You do not need to have a CAGE code prior to registration, as one will be automatically assigned to you as a part of your entity's registration in SAM.



### **SAM System Registration Certification**

I hereby certify that \_\_\_\_\_ is/has  
(Company name)

\_\_\_\_\_ Currently in the SAM.gov. system

\_\_\_\_\_ Completed registration in SAM.gov system (attach e-mail registration verification)

Signed \_\_\_\_\_  
(Name and Title)

Date \_\_\_\_\_

Goals for  
Minority  
Participation

Goals for  
Female  
Participation

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6.9%

6.9%

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- b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its Federally-involved and non-Federally-involved construction.
  - c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of a construction subcontract in excess of \$10,000 at any tier, for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **(insert description of geographical description of the geographical areas where the contract is to be performed, giving the State, County and City if any).**



C. Standard Federal EEO Construction Contract Specifications (Executive Order 11246):

I. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black: All persons having origins in any of the black racial groups of Africa;
  - (2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;
  - (3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;
  - (4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;
  - (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East or North Africa;
  - (6) American Indian/Alaskan Native & White: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;
  - (7) Asian White: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;

(8) Black/African American & White: All persons having origins in any of the black racial groups of Africa, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;

(9) American Indian/Alaskan Native & Black: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the black racial groups of Africa;

(10) Other Multi-Racial: Any other multi-racial groups not mentioned;

(11) Hispanics or Latinos: All persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.

(12) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.

2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation room which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.



5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
  - c. Maintain a current file of the names, addresses and telephone number of each minority and female off- the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above;
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth on the site and in other areas of a Contractor's work force;
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;



- l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.
  - m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business
  - p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associates which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling anyone or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.



12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union affiliation, if any; employee identification number, where assigned; social security number; race; sex; status, e.g., mechanic, apprentice trainee, helper or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

### **III. CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER \$10,000):**

By submission of this bid, the bidder, offer or, applicant or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or



religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (she) will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

**IV. CIVIL RIGHTS ACTION OF 1964:**

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**V. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:**

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

**VI. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u. Section 3 requires that, to the greatest extent feasible, opportunities, for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of ODOC issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section. 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient

of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor unless the subcontractor has first agreed to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of ODOC issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 125.

**VII. SECTION 504 DISABLED (IF \$2,500 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED WORKERS**

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all demotion- or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and protect the rights of those applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to taking affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary Issued pursuant to section 503 of the Act so such provisions will be



binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

### **VIII. AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance because of age.

### **IX. SECTION 402, VETERANS OF THE VIETNAM ERA (IF \$10,000 OR OVER) AFFIRMATIVE ACTION FOR DISABLED VETERANS- AND VETERANS OF THE VIETNAM ERA**

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.
- D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a state, with the central office of that State employment service ice. For each hiring location, such reports shall indicate:

1. The number of individuals hired during the reporting period;
2. The number of non-disabled veterans of the Vietnam Era hired;
3. The number of disabled veterans of the Vietnam Era hired; and
4. The total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit and placement.

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.



- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

## **STATE OF OKLAHOMA HOLD HARMLESS CLAUSE**

Contractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defining same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officer and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the state of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims action or amounts recovered.

## **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally-assisted construction contracts and related subcontracts exceeding  
\$100,000.)

### Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended (42 USC §§1857, et seq.), the Federal Water Pollution Control Act, as amended (33 USC §§1251, et seq.) and the regulations of the Environmental Protection Agency (EPA) with respect thereto at 40CFR 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.
2. Agreement by the Contractor comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC §1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC §1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included by the criteria and requirements in paragraphs 1-4 of this section in every non-exempt subcontract and will take such action as the government may direct as a means of enforcing such provisions.



## SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
  
2. Use of Explosives (Modify as Required):
  - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
  
  - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the Owner's Representative does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

**EXHIBIT "C"**

(Use the address below for projects in Oklahoma)

To: Director, Office of Federal Contract Compliance Programs  
U.S. Department of Federal Contract Compliance Programs  
U.S. Department of Labor (DOL)  
Washington, DC

We submit the following information relative to a construction contract in excess of \$10,000:

1. Contractor's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Employer's Identification Number: \_\_\_\_\_
  
2. Contract for: \$ \_\_\_\_\_  
Starting Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ City: \_\_\_\_\_  
DOL Region: VI

The Contractor is required to submit a completed copy of this page to the DOL upon issuance of the Notice to Proceed. Form CC-257 is to be completed upon request by the DOL.

FOR PROJECT IN OKLAHOMA, SEND TO:  
Association Regional Administrator  
USDL/OFCCP  
555 Griffin Square Building  
Room 506  
Dallas, TX 75202

Telephone 214-767-4771



## RELEASE OF CLAIMANTS

Date: \_\_\_\_\_

Project: \_\_\_\_\_

\_\_\_\_\_

Dear Sir:

I hereby acknowledge receipt of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in full payment of my contract dated \_\_\_\_\_ for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

### Warning

The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 USC §1001, which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than \$10,000 or imprisoned not more than five years, or both."

Sincerely,

\_\_\_\_\_  
Contractor

## Section 3 Plan

\*This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid (Revised 1/1/97)

Bid \_\_\_\_\_ Submitted \_\_\_\_\_ from:  
For:  
Name of Business: \_\_\_\_\_ Project Being Bid \_\_\_\_\_ Date \_\_\_\_\_

**What is Section 3?:** Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and business in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to requirements **\*Covered prime contractors and subcontractors are required to show a good faith effort to**

- A. Provide employment and training opportunities for Section 3 Residents.
- B. Provide opportunities for Section 3 Businesses for supplies, services, and construction contracts needed to complete the project.

**Definition of a Section 3 Resident:** A Section 3 Resident is any lower income individual residing in the Section 3 Project Area.

**Definition of Section 3 project Area:** For cities requesting bids, the Section 3 project area would be first consideration within city limits and second consideration within the county. For counties requesting bids, the Section 3 project area would be the county.

**Definition of a Section 3 Business:** A business that meets at least one of the following criteria: (1) Majority ownership held by Section 3 Residents or (2) at least thirty percent (30%) of the permanent full-time employees are Section 3 Residents or were within the first three (3) years of their employment with the business or three (3) more than twenty-five percent (25%) of the business' work is subcontracted to a business that meets either of the first two conditions.

### Part I. Affirmative Action Plan for hiring and training Section 3 Residents:

- A. The total number of new hires I need for this project is \_\_\_\_\_.
- B. Activities planned to meet Section 3 hiring objectives (check those applicable):
- ( ) Recruit through local advertising media (include phrase "equal opportunity employer" in ad).
- ( ) Recruit through signs placed at the project site.
- ( ) Recruit by contacting community service organizations serving the project site.
- ( ) Other.
- C. The total number of my current employees I intend to use on this project is \_\_\_\_\_.  
The number of these who would be considered Section 3 Residents is \_\_\_\_\_.
- D. The total number of *trainees* I intend to use on this project is \_\_\_\_\_. The number of these trainees that would be considered lower income project area residents is \_\_\_\_\_.

### Part II. Affirmative Action Plan for contracting with Section 3 Businesses:

- A. I will award \_\_\_\_\_ contracts in connection with these project activities.
- B. The total estimated dollar value of these contracts is \$ \_\_\_\_\_.
- C. Of these contracts \_\_\_\_\_ will be awarded to Section 3 Businesses.
- D. The total estimated dollar value of contracts to Section 3 Businesses is \$ \_\_\_\_\_.

**I certify to the greatest extend possible I will hire and train Section 3 Residents and will obtain services, supplies and construction subcontracts from Section 3 Businesses.**

Signature (Prime Contractor or Subcontractor) \_\_\_\_\_ Date \_\_\_\_\_



### **Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents**

1. Entering into "first Source" hiring agreements with organizations representing Section 3 residents.
2. Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sect. 135.34) reside.
5. Advertising the training and employment positions by posting flyers (which identify the positions to be filled the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAS, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or development and transitional housing in the neighborhood or service area of the Section 3 covered project.
6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Category 1 or Category 2 persons reside and in the neighborhood or service area in which Section 3 project is located.
9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
11. Contacting agencies administering HUD Youth build programs and requesting their assistance in recruiting HUD Youth build program participants for the HA's or contractor's training and employment positions.
12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
14. Employment a job coordinator, or contracting with a business concern that is licensed in the field of job placement that will undertake, on behalf of the HA, other recipient or contractor,



- the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.
15. For an HA employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102 and Section 905.201(a)(6).)
  16. Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
  17. Undertaking job counseling, education and related programs in association with local educational institutions.
  18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
  19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 resident to be training or employed on the Section 3 covered assistance.
  20. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

### **Examples of Efforts to Award Contracts to Section 3 Business Concerns**

1. Utilizing procurement procedure for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
2. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
3. Contacting business assistance agencies, minority contractors and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
4. Advertising contracting opportunities by posting notices, which provide general information, in the common areas or other prominent areas of the housing development or developments owned by and managed by the HA.
5. For Has, contacting resident councils, resident management corporations, or other resident organizations where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
6. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
7. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
8. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
9. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
10. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing or insurance.



11. Arranging solicitations, time for the presentation of bids, quantities, specifications and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
12. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
13. Contacting agencies administering HUD Youth build programs, and notifying these agencies of the contracting opportunities.
14. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media.
15. Developing a list of eligible Section 3 business concerns.
16. For Has, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
17. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
18. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
19. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
20. Encouraging financial institutions in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
21. Actively supporting joint ventures with Section 3 business concerns.
22. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

**Part II: Contracts Awarded**

**1. Construction Contracts:**

- A. Total dollar amount of all contracts awarded on the Project \$ \_\_\_\_\_
- B. Total dollar amount of contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Percentage of the total dollar amount that was awarded to Section 3 Businesses \_\_\_\_\_%
- D. Total number of Section 3 businesses receiving contracts \$ \_\_\_\_\_

**2. Non-Construction Contracts:**

- A. Total dollar amount of non-construction contracts awarded On the project/activity \$ \_\_\_\_\_
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses \$ \_\_\_\_\_
- C. Percentage of total dollar amount that was awarded to Section 3 Businesses \_\_\_\_\_%
- D. Total number of Section 3 businesses receiving non-Construction Contracts \$ \_\_\_\_\_

### Part III. Summary

Indicate the effects made to direct the employment and other economic opportunities generated by HUD financial Assistance for housing and community development programs to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply.)

- \_\_\_\_\_ Attempted to recruit low-income residents through: Local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- \_\_\_\_\_ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- \_\_\_\_\_ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- \_\_\_\_\_ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- \_\_\_\_\_ Other: Describe below:

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Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.



Form HUD 6002 , Section 3 Summary Report,  
Economic

Instructions: This form is to be used to report  
annual

accomplishments regarding employment and other  
economic opportunities provided to low-and very  
low-income persons under Section 3 of the  
Housing and urban Development Act of 1968. The  
Section 3 regulations apply to any **public and  
Indian housing programs** that receive (1)  
development assistance pursuant to Section 5 of  
the U.S. Housing Act of 1937; (2) operating  
assistance  
of the U.S. Housing Act of 1937; (2) operating  
assistance

pursuant to section 9 of the U.S. Housing Act of  
1937; or

(3) modernization grants pursuant to Section 14 of  
the

U.S. Housing Act of 1937 and to **recipients of  
housing and community development assistance  
in excess of \$200,000** expended for: (1) housing  
rehab (including

reduction and abatement of lead-based paint  
hazards; (2)

**\$100,000** awarded in connection with Section 3-  
covered activity.

Form HUD-60002 has 3 parts, which are to be  
completed for all programs covered by Section 3.  
Part I relates **to employment and training**. The  
recipient has the option to determine numerical  
employment/training goals either on the basis of  
the number of hours worked by new hires  
determine numerical employment/ training goals  
either on the basis of the number of hours worked  
by new hires Columns B, D, E & F) Part II relates  
to **contracting**, Part III summarizes recipient's  
efforts to comply with Section 3.

Recipients or contractors subject to Section 3  
requirements must maintain appropriate  
documentation to establish that HUD financial  
assistance for housing and community  
development programs

are directed toward low- and very low-income  
persons. \* A

recipient of Sec. 3 covered assistance shall submit  
one copy

assistance shall submit one copy of this report to

Opportunities for Low-and very Low-Income Persons

## Part I: Employment and Training Opportunities

**Column A:** Contains various job categories.  
Professionals are defined as people who have special  
knowledge of an occupation (i.e. supervisors,  
architects, surveyors, planners and computer  
programmers). For construction positions, list each  
trade and provide data in columns B – F for each trade  
where persons were employed. The category of  
“Other” includes occupations  
such as service workers.

**Column B: (Mandatory Field)** Enter number of new  
hires of workers identified in Col. A in connection with  
this award. New hire refers to a person who is not on  
the contractor's or recipient's payroll at the time of the  
selection for the Sec. 3 covered award or at the time of  
receipt of Sec. 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of  
Sec. 3  
new hires for each category of workers identified in  
Col. A in connection with this award. Sec. 3 new hire  
refers to a Sec. 3 resident who is not on the contractor's  
or recipient's payroll at the time of selection for Sec. 3  
covered award or at the time of receipt of Sec. 3  
covered assistance.

**Column D:** Enter the percentage of all staff hours of  
new hires (Sec. 3 residents) in connection with this  
award.

**Column E:** Enter the percentage of total staff hours  
worked for Sec. 3 employees and trainees (including  
new hires) connected with this award. Include staff  
hours for full and part time positions.

**Column F: (Mandatory Field)** enter the number of  
Sec. 3  
residents that were trained in connection with this  
award.

## Part II: Contract Opportunities



## HUD

Headquarters. Where the program providing assistance requires an annual performance report, this Sec. 3 report is to be submitted at the same time the program performance

report is submitted. Where an annual report is not required, this Sec. 3 report is to be submitted by January 10 and, if the project e

Ends before December 31, within 10 days of project completion.

**Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Sec.3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office Name.

1. Recipient: Enter the name and address of the recipient submitted this report. rounded to the nearest dollar, received by the recipient

4&5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of then award and the recipient's implementation of Sec. 3

6. Reporting Period: Indicate the time period (months and year) this report covers:

7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed on the bottom of the page.

9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

### **Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program

**Item B:** Enter the total dollar amount of contracts connected with the project/program that were awarded to Sec. 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Sec. 3 businesses.

**Item D:** Enter the number of Sec. 3 businesses receiving awards.

### **Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Sec. 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Sec. 3 businesses.

**Item D:** Enter the number of Sec. 3 businesses receiving awards.

### **Part III: Summary of Efforts – Self Explanatory**

#### **Section 3 Clause**

24 CFR 135, §135.38. This clause must be included in all Section 3 covered contracts:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of works with



which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR 135 required employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
- F. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3-covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with section 7(b).

## NOTICE OF CONTRACT AWARD

TO: \_\_\_\_\_ CDBG Contract No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Phone#: \_\_\_\_\_  
Duns #: \_\_\_\_\_ Wage Rate Dec. # \_\_\_\_\_  
FEI #: \_\_\_\_\_ Mod # \_\_\_\_\_ Date \_\_\_\_\_

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### **B. Acceptance of Bid:**

The Owner has considered the Bid submitted by you for the described work in response to the Advertisement for Bids dated \_\_\_\_\_ and \_\_\_\_\_ and in the Information for Bidders, and opened on \_\_\_\_\_, 2023. You are hereby notified that your Bid has been accepted for bid items in the amount of \$ \_\_\_\_\_. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond or other Bid security. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name & Title: \_\_\_\_\_

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### **C. Contractor Eligibility**

Receipt of this Notice of Contract Award is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and I hereby certify that this firm does not appear on the List of Parties excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<https://www.sam.gov/portal/public/SAM>

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### **D. Contractor Information:**

1. Type of Trade: \_\_\_\_ Construction \_\_\_\_ Other Service ( \_\_\_\_\_ )



2. Business Ownership:  Black or African Americans;  Asians, Hispanics, or Latinos;  American Indian or Alaskan Natives;  Native Hawaiian or Other Pacific Islanders;  Whites \_\_\_\_\_
3. Minority/Women Owned Business: Yes  No
4. Section 3 Contractor: Yes  No

## Notice of Award Instructions

Section A. Contractor Information: Enter the name, address and phone number of the construction Contractor. Enter the CDBG Contract Number, the Project Description, and the contractor's FEI (Federal Employer Identification) Number. If the contractor does not have an FEI Number, enter the Social Security Number.

Section B. Acceptance of Bid: Enter the date of the Bid opening and the amount of the Contractor's Bid. Enter the date of the Award. Enter the name of the CDBG grantee on the line beside "Owner". Obtain the signature of the Chief Executive Official (CEO) the of the CDBG grantee on the line beside "By". Type the Name and Title of the CDBG grantee and the CEO.

Section C. Contractor Eligibility: The construction Contractor must complete this Section with the company's name and date of his or her receipt of the Award. The construction Contractor must sign at the end of this Section certifying that the company is not on the Federal debarred list and is eligible to work on the project. Review of the Contractor's eligibility on the worldwide web at <https://www.sam.gov/portal/public/SAM>

Section D: Contractor Information:

1. Type of Trade: Check beside appropriate trade for Contractor.
2. Business Ownership: Check beside the appropriate race/ethnicity of the Contractor.
3. Check yes or no for minority or women-owned business. (A minority or women-owned business enterprise is defined as a business with at least 51% ownership by women and/or minorities).
4. Section 3 Contractor: Contracts of more than \$100,000 require the construction Contractor to provide, to the greatest extent feasible, training and employment opportunities to lower-income residents of the project area and award contracts to small businesses within the project area or owned in substantial part by project area residents. If the Contractor is able to provide such employment/contracts, check "Yes" and, if not, check "No". Such Contractor shall also complete the Section 3 Plan, Page 405-105 in the CDBG Contractors Implementation Manual.

"General Decision Number: OK20250017 01/03/2025

Superseded General Decision Number: OK20240017

State: Oklahoma

Construction Type: Highway

Counties: Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa and Wagoner Counties in Oklahoma.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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



Modification Number      Publication Date  
 0                              01/03/2025

SUOK2011-004 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 18.04	
CARPENTER (Includes Form Work, and Curb Line Formsetting)		
Remaining Counties.....	\$ 13.24 **	
Rogers County.....	\$ 14.82 **	
Tulsa County.....	\$ 12.80 **	
CEMENT MASON/CONCRETE FINISHER		
Remaining Counties.....	\$ 13.36 **	
Tulsa County.....	\$ 13.44 **	
IRONWORKER, REINFORCING.....	\$ 15.38 **	
IRONWORKER, STRUCTURAL.....	\$ 14.21 **	
LABORER		
Asphalt Raker and Shoveler		
Remaining Counties.....	\$ 12.40 **	1.57
Rogers County.....	\$ 11.76 **	1.57
Common or General		
Creek County.....	\$ 10.95 **	
Remaining Counties.....	\$ 10.70 **	
Rogers County.....	\$ 10.14 **	
Tulsa County.....	\$ 10.84 **	
Wagoner.....	\$ 10.32 **	
Landscape.....	\$ 8.67 **	
Pipelayer.....	\$ 12.35 **	
Power Tool Operator (Includes Chipping Guns and Handheld Concrete Saws).		
Traffic Control (Includes Flagger, Setting Up and Moving Cones/Barrels)	\$ 12.89 **	
Remaining Counties.....	\$ 11.05 **	
Tulsa County.....	\$ 10.94 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Paver Screed.....	\$ 12.96 **	
Asphalt Paving Machine.....	\$ 13.95 **	2.75
Backhoe/Trackhoe		
Remaining Counties.....	\$ 15.16 **	
Rogers County.....	\$ 15.11 **	
Tulsa County.....	\$ 15.19 **	
Bobcat/Skid Loader.....	\$ 12.24 **	
Broom.....	\$ 11.97 **	
Bulldozer.....	\$ 14.28 **	
Concrete Paving Machine.....	\$ 14.11 **	
Concrete Saw.....	\$ 11.94 **	
Crane.....	\$ 17.45 **	
Distributor Truck.....	\$ 13.34 **	
Excavator.....	\$ 14.99 **	
Grader/Blade.....	\$ 16.68 **	
Loader (Front End).....	\$ 13.81 **	
Mechanic.....	\$ 17.46 **	

Milling Machine.....\$ 14.56 \*\*  
 Mixer.....\$ 14.43 \*\*  
 Oiler.....\$ 15.28 \*\*  
 Roller (Asphalt).....\$ 12.79 \*\*  
 Roller (Dirt Compaction)...\$ 11.71 \*\*  
 Scraper.....\$ 13.34 \*\*  
 Striping Machine.....\$ 11.94 \*\*  
 Tractor/Box Blade.....\$ 13.67 \*\*  
 Trencher.....\$ 13.87 \*\*

TRUCK DRIVER

Dump Truck.....\$ 13.97 \*\*  
 Flatbed Truck.....\$ 14.69 \*\*  
 Lowboy/Float.....\$ 13.80 \*\*  
 Off the Road Truck.....\$ 13.40 \*\*  
 Pickup Truck.....\$ 12.32 \*\*  
 Tandem Axle/Semi Trailer  
   Remaining Counties.....\$ 16.36 \*\*  
   Rogers County.....\$ 14.01 \*\*           0.31  
   Tulsa County.....\$ 18.01  
 Water Truck.....\$ 12.00 \*\*

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications



and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION"