

**Agenda: 05/20/2025**  
**Item: 11**  
**BPWA Item: 4**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

**From:** Elizabeth Gray, City Manager  
**Date:** May 20, 2025  
**Subject:** Request permission to Advertise for Bids for Community Development Block Grant water line project.

**BACKGROUND**

The Oklahoma Department of Commerce awarded a Community Development Block Grants (CDBG) to the city in a matching amount of \$171,250.00. The City's project area is generally located between NW 36<sup>th</sup> and NW 32<sup>nd</sup>, and Holloway and Mueller to continue with improvements completed with the last CDBG grant.

On October 15, 2024 the City of Bethany entered into a contract for engineering and design services with TEIM Design.

TEIM Design now requests permission to advertise for bids.

**RECOMMENDATION**

1. Approve Permission to Advertise for Bids for Community Development Block Grant water line project.

**ADDITIONAL COMMENTS**

Grant match will come from the Capital Improvement Fund.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

May 7, 2025

City of Bethany  
Ms. Elizabeth Gray  
6700 NW 36<sup>th</sup> Street  
Bethany, Oklahoma 73008

Re: Request Permission to Advertise for Bids the ODOC CDBG Waterline Replacement Project  
ODOC Contract No. 19495 CDBG 24

Dear Ms. Gray,

We are requesting permission to advertise for bids the ODOC CDBG Waterline Replacement Project. The base bid will install a 6-inch waterline along NW 32<sup>nd</sup> Street from Holloway Avenue to Mueller Avenue. Alternate No. 1 will install a 6-inch waterline along Willow Avenue between NW 32<sup>nd</sup> Street and NW 34<sup>th</sup> Street. We anticipate the City Council to consider the award of the contract on July 1, 2025.

Should you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Manek', with a long horizontal flourish extending to the right.

Steve Manek, PE

Attachments: Project plans and specifications

**SPECIFICATIONS**

for

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT  
WATERLINE REPLACEMENT PROJECT  
ODOC CONTRACT NO. 19495 CDBG 24**

for the  
**CITY OF BETHANY  
OKLAHOMA**



**BY:**

**TEIM DESIGN, PLLC  
3020 NW 149<sup>th</sup> Street  
Oklahoma City, OK 73134  
Telephone: (405) 752-1122  
Fax: (405) 752-8855**

**TEIM Design, PLLC Project No. ET-482**

**May, 2025**

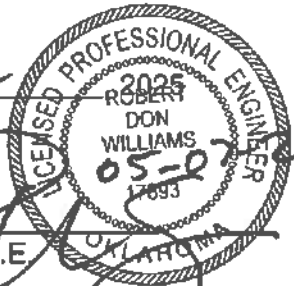
APPROVAL SHEET

ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 7<sup>th</sup> DAY OF May

  
\_\_\_\_\_  
Robert Don Williams, P.E. OKLAHOMA

## NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma, 73008** until **2:00 p.m. on Tuesday the 17<sup>th</sup> day of June, 2025**, for the construction of:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CDBG Project No. 19495 CDBG 24  
CITY OF BETHANY, OKLAHOMA**

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk and are made a part of this notice as fully set forth herein and copy of which may be obtained from TEIM Design, PLLC, 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$50.00 per set**, all of which will be retained. All bids shall remain on file at least ten (10) days thereafter before a contract shall be made and entered into thereon.

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

1. Federal Labor Standards Provisions – US Department of Labor, 29 CFR 5; Subpart A – Davis-Bacon Act for the use of the appropriate Davis-Bacon prevailing wage rate(s) for the county and state in which the project is located; and Subpart B, Fringe Benefit Provisions.
2. HUD Section 3, 24 CFR Part 75 – public construction projects assisted under HUD programs that provide financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold at \$200,000 requires that to the greatest extent feasible opportunities for training and employment be provided to lower-income residents of the project area and contracts for work in a substantial part by persons residing in the area of the project.
3. 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, religion, age, disability, or family status be excluded from participation in, be denied the benefits of or be subjected to discrimination.
4. Non-Segregated Facilities - Certification that assures the bidder does not maintain or provide any segregated facilities.
5. Executive Order 11246 – Equal Employment Opportunity (EEO); provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project.

7. Circular 570 - 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.
8. SAM.gov Registration - Bidders must be registered as active in SAM.gov with no exclusions in order to bid on and receive a federally assisted contract.
9. Build America, Buy America Act (BABA) – Enacted in the Infrastructure Investment and Jobs Act requires all IRON AND STEEL used in a federally assisted infrastructure projects costing over \$250,000 must be produced in the United States.  
\*CDBG State Program Note - HUD established a BAP Phased Implementation Waiver for its programs based on the date when funds were obligated to the state. Iron and Steel, effective 2023; Specifically Listed Construction materials added 2024; Not Listed Construction Materials and Manufactured Products add 2025.

The Owner reserves the right to reject any or all bids, waive any irregularities or technicalities without assigning reason therefore, and to make the award in the best interest of the owner. Bid must be awarded to the lowest, responsive, and responsible bidder pursuant to the Oklahoma State Competitive Bidding Act of 1974 as amended.

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at **2:00 p.m.** on **Tuesday the 17<sup>th</sup> day of June, 2025**, in the **City Hall Building, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma 73008**.

**A pre-bid conference will be held at the City Hall Building, 6700 NW 36<sup>th</sup> Street, Bethany, Oklahoma 73008 on Wednesday, June 4th, 2025, at 2:00 p.m.** Attendance at the pre-bid conference *is not* mandatory.

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City Clerk

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## INFORMATION TO BIDDERS

Bids will be received by (Herein called the "Owner") at the City of Bethany (Herein called the Owner") at 6700 NW 36th Street, Bethany, Oklahoma 73008 as state in the NOTICE TO BIDDERS pages NTB-1 and NTB-2 and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to City Clerk at 6700 NW 36<sup>th</sup> Street, Bethany, OK 73008. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for ODOC Community Development Block Grant Waterline Replacement Project" and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at 6700 NW 36<sup>th</sup> Street, Bethany, OK 73008.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

**All bidders must be registered as active with no exclusions in SAM.gov and must provide printed evidence from the SAM.gov system with their bid. Any bid that does not provide this will be rejected as an incomplete bid.**

All bidders will self-certify as not debarred by the USDOL. The Owner will also certify to perform a debarment review.

All bidders must provide the certification to comply with the Infrastructure Investment and Jobs Act requiring Buy American Preference (BAP) for "all iron and steel" effective for 2023 CDBG contract awards and forward, and "specifically listed construction materials" effective for FY24 CDBG contracts and forward, and "not listed construction materials" and "manufactured products" effective for FY25 and forward used in federally assisted infrastructure projects over \$250,000 must be produced in the United States. Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the **Build America, Buy America Act (BABA)** requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA")

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights- of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

A construction bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

Further, all products must meet BABA requirements. Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a state that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. Engineer approval of shop drawings or samples shall include review of BABA documentation. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submission of an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc. When alterantes are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids. The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner. The contractor is encouraged to inspect the project site prior to submitting a bid.

The engineer is Robbie Williams, TEIM Design, PLLC.

Address 3020 NW 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73134.

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the **Underground Facilities Damage Prevention Act SS63-142, OKIE 811**, when engaged in work within the public right-of-way in the same manner as in private right-of-way.

## **GENERAL PROVISIONS**

## GENERAL PROVISIONS

### DEFINITION OF TERMS

**2.01 - Definitions.** Wherever the words, forms or phrases herein define, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

**A.A.S.H.T.O.** - The American Association of State Highway Transportation Officials.

**ADVERTISEMENT** - All of the legal publications pertaining to the work contemplated or under contract.

**A.S.T.M.** - The American Society for Testing Materials.

**AWARD** - The decision of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore specified or otherwise required by law.

**BIDDER** - Any person or persons, partnership, company, firm or corporation acting directly through a duly authorized representative submitting a proposal for the work contemplated.

**CALENDER DAY** - Any day of the year.

**CITY** - City of Bethany, Oklahoma, a Municipal Corporation, acting through its duly authorized representatives or agents.

**CITY AUDITOR** - The City Auditor of the City or their duly authorized assistants or agents.

**CITY BUILDING DEPARTMENT** - The City Building Department.

**CITY CLERK** - The City Clerk of the City, or their duly authorized assistants or agents.

**CITY MANAGER** - The Manager of the City.

**CITY TREASURER** - The City Treasurer of the City, or their duly authorized assistants or agents.

**CONSTRUCTION BOND** - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the plans, specifications and terms of the contract.

**CONTRACT** - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to the Contractors, Proposals, Bonds, Specifications, including special Provisions, plans or working drawings and any supplemental agreements pertaining to the work or materials therefor.

**CONTRACTOR** - The persons or persons, partnership, company, firm or corporation entering into contract for the execution of the work acting directly through a duly authorized representative.

**COUNCIL** - The Council of the City.

**DEVELOPER** - The owner of a tract of land that has been subdivided into lots, blocks, streets, and alleys having street improvements made in accordance with these specifications by private contract.

**DIRECTOR OF PUBLIC WORKS** - The person acting within the scope of duly delegated authority.

**ENGINEER** - City Engineer or his duly authorized agents acting severally within the scope of the particular duties entrusted to them.

**EXTRA WORK** - Any work performed by the Contractor not provided for by the plans.

**FURNISH** - To supply.

**MAINTENANCE BOND** - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him, against any failure due to defective material or workmanship.

**MAJOR PAY ITEM** - Any item having an original contract value in excess of 10 percent of the original contract amount shall be considered as a major item or items. All other items shall be considered minor items.

**MAYOR** - The Mayor of the City and Chairman of the City of Bethany Works Authority.

**MOBILIZATION** - Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Provisions.

**MUNICIPAL COUNSELOR** - The Municipal Attorney of the City or his duly authorized assistants or agents.

**OWNER** - The owner is that person or agency contracting for the proposed improvements.

**PLAN OR PLANS** - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

**PROPOSAL** - The written statement or statements duly filed with the City Clerk or the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

**PROPOSAL FORM** - The approved form on which the formal bids for the work are to be prepared and submitted.

**PROPOSAL GUARANTY** - The security, designated in the "proposal form" and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

**PROVIDE** - To furnish and erect or install.

**SPECIAL PROVISIONS** - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

**SPECIFICATIONS** - The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract and methods of measurement and basis of payment.

**STATUTORY BOND** - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

**SUBSTANTIAL COMPLETION** - The term "substantial completion" means that the work, structure, or facility has been made suitable for occupancy or use, and is in condition to serve its intended purpose, but may require minor miscellaneous work or adjustment.

**SURETY OR SURETIES** - The Corporate body which is bound by such bonds as are required with and for the Contractor and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

**THE WORK** - All construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the contract.

**WORKING DAY** - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

## **REQUIREMENTS FOR BIDDERS**

**2.02 - Requirements.** The items noted in this section apply to and become part of the terms and conditions of the Proposal and Detailed Proposal as though they were included in their entirety. Any exceptions must be in writing.

**2.03 - Content of Proposal Forms.** Bids must be submitted on the Proposal Form and Detailed Proposal Form as appropriate. Said forms will be provided by the City and will state the general location and description of the contemplated work and will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The Proposal Form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

**2.04 - Interpretation of Plans and Specifications.** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

**2.05 - Examination of Documents and Site of the Work.** Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

**2.06 - Preparation and Filing of Proposal.** Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is

made by a company or corporation, the company or corporate name and the State under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing and on file with the City Clerk.

2.07 - Proposal Affidavit. The bidder must execute the sworn statement found on the Proposal that the person signing the Proposal executed said Proposal in behalf of the bidder therein named and that he had lawful authority to do so, and that said bidder has not directly or indirectly entered into any agreement, express or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he has not and will not divulge said sealed bid to any person whomever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

2.08 - Proposal Guaranty. Proposals will not be considered unless the original filed with the City Clerk is accompanied by a bidder's bond or certified or cashier's check in the required amount, made payable to the Treasurer of the City. The proposal guaranty shall be in the amount of five (5) percent of the total amount of the bid unless otherwise provided in the Advertisement or Special Provisions. The proposal guaranty is required as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish the required bonds within the required time and as liquidated damages in event of failure to do so.

2.09 - Withdrawal of Proposals. Any bidder upon his or his authorized representative's written request, or by telegram to the City Clerk will be given permission to withdraw his proposal not later than the time set for opening thereof. After other proposals are opened and read, the proposal for which withdrawal is requested in a timely manner will be returned unopened.

2.10 - Opening of Proposals. The proposals filed with the City Clerk will be opened at the time stated in the advertisement and shall thereafter remain on file in the office of said City Clerk for 48 hours before any contract will be entered into, based on such proposal.

2.11 - Irregular Proposals. Any bid proposal that shows any omission, alteration of form, addition or condition not called for in any unauthorized bid proposal shall be deemed irregular; however, the City reserves the right to waive technicalities and make the award in the best interest of the City.

2.12 - Rejection of Proposals. The City reserves the right to reject any or all proposals and all proposals submitted are subject to this reservation. Proposal may be rejected for any of the following specific reasons:

- A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal prices obviously unbalanced.
- C. Total proposal price above the Engineer's estimate of total cost.
- D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.

- E. Failure to submit Proposal Guaranty.
- F. Bidder not pre-qualified unless pre-qualification is waived by the City of Bethany.
- G. Any other irregularity.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

**2.13 - Disqualification of Bidder.** Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- A. Where more than one proposal for an individual, firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- C. Reason for believing that collusion exists among the bidders.
- D. The bidder being in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
- E. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- F. Uncompleted work which, in the judgment of the City, will hinder or prevent the prompt completion of additional work, if awarded.
- G. Any other matter which comes to the attention of the City which, in the sole discretion of the City, would cast reasonable doubt upon bidder's ability to perform the contract.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

#### **AWARD AND EXECUTION OF CONTRACT**

**2.14 - Consideration of Proposals.** After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximated estimate. Until the final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the City will be promoted thereby.

**2.15 - Award of Contract.** The City reserves the right to withhold the award of the contract for a period of time not to exceed thirty (30) days unless mutually agreed upon from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The low bidder must submit a financial statement. The awarding of the contract shall give the bidder no right of action or claim against the City upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

2.16 - Return of Proposal Guaranty. As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal quantities accompanying proposals which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than thirty (30) days, all bidders' checks will be returned unless such delay is from causes beyond the control of the City, and in such event the proposal and bidder's check, of any bidder, will be returned at the bidder's option.

2.17 - Surety Bonds. With the execution and delivery of the contract, the Contractors shall furnish and file with the City in the amounts herein required, the following surety bonds:

- A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.
- C. A good and sufficient Maintenance Bond will be required for a period of **two (2) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum as stated on the Maintenance Bond Form.

All bonds shall be acceptable to the Owner. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the state of Oklahoma and conforming to the requirements of the City and acceptable to the City of Bethany. Each bond shall be executed by the Contractor and the Surety.

2.18 - Execution of Contract. The person or persons, partnership, company, firm or corporation to whom a contract is awarded shall within seven (7) days after such award sign the necessary agreements entering into the required contract with the City and execute and deliver the required bonds.

No contract shall be binding on the City until it has been approved by the City Attorney, executed by the City of Bethany and delivered to the Contractor.

2.19 - Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within seven (7) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within seven (7) days, the proposal

guaranty accompanying the proposal shall be an agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the City as liquidated damage. The filing of a proposal will be considered as an acceptance of this provision.

## **SCOPE OF WORK**

**2.20 - Intent of Plans and Specifications.** The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

**2.21 - Design, Drawing and Instructions.** It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

**2.22 - Special Provisions.** Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

**2.23 - Increased or Decreased Quantities of Work.** Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

**2.24 - Alterations of Plans and Specifications.** The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

**2.25 - Extra Work.** When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Bethany.

Payment of extra work will be made as hereinafter provided.

**2.26 - Final Cleaning Up.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

## **CONTROL OF THE WORK AND MATERIALS**

**2.27 - Authority of Engineer.** The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

**2.28 - Detail Shop and Working Drawings Furnished by Contractor.** The Contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

**2.29 - Conformity with Plans. Allowable Deviations.** All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Bethany before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Bethany for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting.

- A. Change orders submitted to the City of Bethany for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:
  - 1. One (1) copy to the City;
  - 2. One (1) copy of the Contractor;
  - 3. One (1) copy to the Engineer.
  
- B. Change orders shall include the following:
  - 1. Complete detail of the work contemplated.
  - 2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
  - 3. Complete justification.
  - 4. Statement as to whether the prices shown are contract bid prices or agreed prices.
  - 5. Statement by the Contractor that he is willing to perform the work at the prices shown.
  - 6. Increase or decrease in contract working time.

**2.30 - Changed Conditions.** Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual

nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

2.31 - Coordination of Plans, Specifications, Proposal and Special Provisions. The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. All requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

2.32 - Cooperation of Contractor. Six sets of plans and specifications will be furnished the Contractor. The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his representative.

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

2.33 - Cooperation of Engineer. The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

2.34 - Construction Stakes. The Engineer will furnish the Contractor with control points for each line; however the Contractor shall be responsible for establishing all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such control points as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees resulting in the destruction of such control points, an amount equal to the cost of replacing the same may be invoiced to the Contractor at the option of the Engineer.

2.35 - Source of Supply and Quality of Materials. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

2.36 - Samples and Tests of Materials. Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the City, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City.

In all cases where the Engineer orders tests or inspections to be made by a testing laboratory, the costs of the tests shall be borne by the Owner, except as otherwise provided herein.

Testing shall be done only on written order of the Engineer on test order forms provided by the City; unless otherwise provided. Nothing in these specifications shall be construed as requiring a specific number of tests to be made; the minimum schedule of satisfactory tests, listed herein, will be furnished by the Engineer and performed by a testing laboratory designated by the City.

The reference made herein to the A.S.T.M. and A.A.S.H.T.O. are to establish a standard for quality of material, and shall not be construed as requiring tests for compliance with these specifications except on the written order of the Engineer as provided above.

A satisfactory test is defined as being a test which shows that the quality of the materials or workmanship meets the requirements of the specifications. Where tests reveal that the quality of the materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the Engineer until the number of satisfactory tests called for in the schedule have been made. The reports of the tests shall constitute the evidence referred to above.

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

All such tests which reveal that the materials or workmanship do not conform to the specifications shall be paid for by the Contractor.

2.37 - Storage of Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

2.38 - Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portion of the work to the condition required by the specifications.

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering, or making good the parts removed will be paid for as "Extra Work". Should the work so exposed or examined prove unacceptable, the cost of covering or removing and the placing of the coverage, or making good of the parts removed shall be at the Contractor's expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Engineer, then the cost of the uncovering or removing and the replacing of the covering, or making good of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or material used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.

2.39 - Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

2.40 - Correction of Work After Final Payment. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

2.41 - Final Inspection. The Engineer shall make final inspection of all work included in the contract or any portion thereof.

## **LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC**

**2.42 - Laws to be Observed.** The Contractor shall keep fully informed of all Federal and State Laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or by his employees.

**2.43 - Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the lawful prosecution of the work. When the Contractor has filed a contract with the City, the City agrees to waive all incidental permits and fees.

**2.44 - Patented Devices, Materials and Processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

**2.45 - Sanitary Provisions.** All sanitary laws and regulations of the City and of the state of Oklahoma shall be strictly complied with.

**2.46 - Public Convenience and Safety.** Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

**2.47 - Privileges of Contractor in Streets, Alleys, or Rights-of-way.** For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with space that may be designated to be left free and unobstructed, nor

inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

2.48 - Railway Crossings. When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary contracts, easement, or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs, or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs, or other structures shall be paid to the railway company by the Contractor. The price shall be the stated allowance as shown in the bid proposal. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

2.49 - Protection of the Public and of the Work. The Contractor shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property as required by Law and the Contract Documents.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, light, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer, such action is justified. The Contractor's responsibility of the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the state of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders, and explosives shall be done strictly in compliance with the orders of the Engineer and the ordinances of the City.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation not less than eight (8) hours in advance of any blasting which might cause damage to their property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

2.51 - Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement driveways, sidewalks, etc., to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any moneys due or to become due the Contractor under his contract.

2.52 - Protection and Preservation of Land Monuments and Property-Line Marks. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.53 - Responsibility for Damage Claims. The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered

necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been finally settled and satisfactory evidence to that effect furnished to the City.

2.54 - Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

2.55 - Public Utilities and Public Property to be Changed. In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered so to do by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract premises for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The City shall have the privilege of entering upon the limits of the contract premises for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes, or extensions to any City property.

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

2.57 - Arrangement and Charge for Water Furnished by the City. If the Contractor desires to use City water, he shall pay the rate established by City ordinance for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

2.58 - Use of Fire Hydrants. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

2.59 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to un-foreseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

2.60 - Personal Responsibility of Public Officials. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability to the Contractor, its agents, employees, subcontractors, or independent contractors upon the Engineer or his authorized assistants, either in person or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

2.62 - Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

2.63 - Compensation and Death Liability Insurance. The Contractor shall maintain and provide to the City evidence of maintenance during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each sub-contractor to provide adequate insurance for the protection of his employees not otherwise protected.

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

1. The Contractor and/or Sub-contractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by his sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
2. Bodily Injury Liability in the amount of not less than \$500,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident and an aggregate limit of \$1,000,000.00.

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

2.65 - Proof and Carriage of Insurance. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

2.66 - Transportation Tax. Under provisions of Section 3475(b) of the Internal Revenue Code, as amended, the state of Oklahoma, its agencies and political subdivisions are exempt from payment of the transportation tax levied by Sub-Section (a) of Section 3475, in either of the following cases:

- A. When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or
- B. When such property is consigned to the State, its agency or political sub-division in care of the Contractor.

If it is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption, the Contractor agrees to comply with the following:

In determining the cost of material and computing freight charges do not include Federal transportation of property tax. Section 3475(b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the construction project and which will not become the property of the City.

2.67 - Third Party Liability. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

### **PROSECUTION AND PROGRESS**

2.68 - Subletting of Work. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without the previous consent of the Engineer in writing, approved by the City of Bethany and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

2.70 - Prosecution of Work. The Contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal, and contract. Should the prosecution of the work for any reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

2.71 - Limitation of Operations. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.72 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed. In the employment of labor, preference shall be given, other conditions being equal, to bona-fide residents of the City but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

2.73 - Day's Work. Contractor shall observe all state laws and City ordinances governing the hours of work.

2.74 - Time of Commencement and Completion. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal and contract, unless an extension of time be made in the manner hereinafter specified.

2.75 - Extension of Time of Completion. The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Engineer and the City of Bethany. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

2.76 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. For each working day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increase time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or Special Provisions, will be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages.

| <u>Amount of Contract</u>              | <u>Amount of Liquidated Damages Per Day</u> |
|--|---|
| Less than \$5,000.00                   | \$50.00                                     |
| \$5,000.00 and less than \$15,000.00   | \$75.00                                     |
| \$15,000.00 and less than \$25,000.00  | \$100.00                                    |
| \$25,000.00 and less than \$50,000.00  | \$150.00                                    |
| \$50,000.00 and less than \$100,000.00 | \$200.00                                    |
| \$100,000.00 and over                  | \$300.00                                    |

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

2.77 - Temporary Suspensions. The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

2.78 - The Owner's Right to Terminate Contract. If the Contractor should file or have filed against a petition in bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the contract as determined by the Engineer, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

2.79 - Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

## **PAYMENT**

2.80 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Engineer and the City of Bethany, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full and for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

- A. Unit prices agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- B. A lump sum price agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- C. The hours and rates of labor and equipment and costs of materials used each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted at once.

Payment for extra work is to be handled in the same manner as regular progress payments. The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Engineer his claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the

Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

2.82 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Engineer and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Engineer shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Engineer shall issue his Certificate of Substantial Completion; and thereupon it shall be mandatory that the City within thirty (30) days issue a Certificate of Acceptance of the work to the Contractor. The time duration of any post-completion warranties made under the terms of this contract shall extend from the date of the Certificate of Acceptance by the Engineer.

2.83 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Engineer shall have made final measurements and shall have prepared a final statement of the value of all the work performed and materials furnished under the terms of this agreement, and shall have certified the final statement of the City and to the Contractor. The entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

Before issuance of final payment, the Contractor shall furnish to the Engineer and to the City, a sworn statement that he has paid for all of the materials, labor, equipment rentals, sub-contracts, and other expenses that form a part of this work, provided, however, that if he has contracts with any of the above which require payment only after receipt of payment from the City, such sworn statement shall except such obligations. Any materialmen, suppliers, equipment dealers, or sub-contractors who have not been paid in full shall be listed upon the sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

The City, upon receipt of a schedule showing that all the bills have not been paid as provided herein, may either hold the funds until such bills have been paid by the Contractor, or issue payment jointly to the Contractor and supplier or sub-contractor, as shown on said schedule.

The acceptance by the Contractor of the last payment, as aforesaid, shall operate as and shall be a release to the City from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said City relating or connected with the contract.

2.84 - Hourly Wage Rate. Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State, a copy of which shall be attached hereto and made a part hereof (if applicable), shall be paid to any workmen employed on this project.

## **SPECIAL PROVISIONS**

## **SPECIAL PROVISIONS**

### **GENERAL**

This project consists of furnishing labor and materials and related incidental work required to make improvements to **ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

### **PROJECT DURATION**

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 120 calendar days. Liquidated damages shall begin after this date. Amount of liquid damages is stated in the General Provisions.

### **INSURANCE**

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

### **LAWS AND ORDINANCES**

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this section of the specifications.

### **TESTING**

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

## INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

## RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

## FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

## PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

## WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

## CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

## ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

## QUALIFICATION REQUIREMENTS

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

## PROJECT LOCATION

NW 32<sup>nd</sup> Street between Holloway Avenue and Mueller Avenue; and Willow Avenue from NW32nd Street to NW 34<sup>th</sup> Street.

## QUANTITY

The City of Bethany, Oklahoma does not guarantee any specific quantities of items. All listed quantities are estimated only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish unit prices only.

## AMOUNT

This contract will be awarded for the base bid amount.

## MATERIALS

1. All materials must meet the requirements as stated on the construction plans.

## BASIS OF PAYMENT

Payment for items will be as shown in the detailed proposal.

## AWARD OF CONTRACT

Award of contract shall be to the lowest and best total bid.

## APPROVAL OF MATERIALS

Immediately after the contract is signed and before ordering materials, the Contractor shall make written request to the Engineer for and obtain his approval of the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings and obtain his approval of materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

The terms "approved" or "approved equal" shall mean approved by the Engineer. Approval shall be based on performance specifications, availability of fully manned maintenance facilities within 100 miles of the site, and manufacturer's experience as further specified herein. Manufacturers must have at least five (5) years experience with five (5) functionally satisfactorily completed systems in this state unless otherwise specified. Sub-contractors and suppliers shall make all requests for approval through the Contractor.

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the General Provisions. The words "or equal", although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

#### INSTALLATION OF EQUIPMENT

- A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.
- B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.
- C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

#### OPERATING DATA AND PROCEDURES INFORMATION

Prior to final acceptance of the project, the Contractor shall furnish the Engineer with four (4) copies of catalogs, parts lists, a recommended spare parts list, operation and maintenance instructions and any other pertinent and useful information for all major items of equipment. This information and data will be incorporated into an instruction manual for future reference covering the operation and maintenance of the facility.

#### GUARANTEE

The Contractor shall guarantee the work for the length of time as set forth below and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer

or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

A Maintenance Bond will be required for all improvements, for a period of one (1) year from the date of final acceptance of the project by the City. Said bond shall be in the sum equal to one hundred percent (100%) of the Contract Price for the first year and fifteen percent (15%) for every year thereafter.

#### CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly fashion as close as possible to its original condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

Immediately before final acceptance of the work as a whole, the Contractor shall clean all buildings, structures, etc., of all foreign matter. All brick, stone, metal or concrete surfaces shall be cleaned of all mortar, splashed concrete, stains, etc., and left in a neat, clean, workmanlike manner, to the satisfaction of the Engineer.

#### REMOVAL OF EQUIPMENT

All equipment designated for removal under this contract shall be transported to a location designated by the Engineer.

#### MATERIALS AND WORKMANSHIP

All materials shall be new, of the best grade of their respective kinds, free from all defects, and of the quality specified. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of the City shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said materials remains equal to the requirements of the City. The Contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor.

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

### REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

### CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

### MEASUREMENT AND PAYMENT

The method of measurement and basis of payment for each item shall be as stipulated in the Proposal and include work sheets specified.

Percentage of work completed shall be indicated for each pay item.

The Contractor or his authorized representative at the end of each work day or as otherwise approved by the Engineer, shall establish and agree upon, with the inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the inspector's daily report and shall be the basis for the final estimate.

### WAGE RATES

Davis-Bacon wage rates apply for this project.

### PRE-BIDDING INSPECTION OF SITE

Contractor shall visit the City of Bethany and familiarize himself with all conditions affecting his work and include in his bid an amount sufficient to cover all work.

### BID REJECTION

The City of Bethany reserves the right to reject any part of the bid or reject all bids.

### RETAINAGE

Pursuant to paragraphs 2 and 3 of the contract, the retainage will be 5% for the project.

### REMOVE AND REPLACE FENCES

If it is necessary for the Contractor to remove and replace fences at certain locations along the construction alignment, all fences that are moved or disturbed by construction operations shall be replaced or repaired in place in their original condition as soon as possible after the construction is completed. The cost of removal and replacement of fences shall be included in the cost for other pay items or included in the lump sum bid price.

### BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection.

### PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

### TREE REMOVAL

All trees lying within the temporary construction easement area or private property shall not be removed or damaged. Any damage to trees resulting from construction activities will be the responsibility of the Contractor.

### SUB-SURFACE CONDITIONS

No additional payments will be made for the excavation of sandstone or shale encountered in trench excavations. When the foundation is hard material, the hard material shall be removed to a depth not less than six (6) inches below grade. The material removed below grade shall be replaced with Crushed Rock Cradle material thoroughly compacted in place to the Finish Grade Elevation.

NOTE: The Contractor shall satisfy himself to the condition of the subsurface and shall include cost for any difficulties in bid price of other items.

#### LAYOUT OF WORK AND SURVEYS

- A. The Engineer will establish control points at the site of the work.
- B. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.
- C. The Contractor shall furnish at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the control points established by the Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence removed or altered prior to their authorized removal, they may be replaced by the Engineer, at his discretion, and the expense of replacement will be charged to the Contractor. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of work.

#### PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

#### SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Technical specifications for all material, equipment and methods of construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements.

## TRAFFIC CONTROL

All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

## **CDBG REQUIREMENTS**

## GENERAL CONDITIONS

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|--|---|
| 1. Definitions                           | 18. Subsurface Conditions                   |
| 2. Additional Instructions & Detail      | 19. Suspension of Work, Termination & Delay |
| 3. Drawings                              | 20. Payments to Contractor                  |
| 4. Scheduled, Reports and Records        | 21. Acceptance of Final Payment as Release  |
| 5. Drawings and Specifications           | 22. Insurance                               |
| 6. Shop Drawings                         | 23. Contract Security                       |
| 7. Materials, Services & Facilities      | 24. Assignments                             |
| 8. Inspection & Testing                  | 25. Indemnification                         |
| 9. Substitutions                         | 26. Separate Contracts                      |
| 10. Patents                              | 27. Subcontracting Engineer's Authority     |
| 11. Surveys, Permits, Regulations        | 28. Land and Rights-of-Way                  |
| 12. Protection-Work, Property, Persons   | 29. Guaranty                                |
| 13. Supervision by Contractor            | 30. Arbitration                             |
| 14. Changes in the Work                  | 31. Taxes                                   |
| 15. Changes in Contract Price            |   |
| 16. Time Completion & Liquidated Damages |   |
| 17. Correction of Work                   |   |

1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- a. **Addenda:** Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications, or corrections.
  - b. **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
  - c. **Bidder:** Any person, firm or corporation submitting a bid for the work.
  - d. **Bonds:** Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
  - e. **Change Order:** A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
  - f. **Contract Documents:** The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

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- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.
- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm, or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.
- u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. Supplemental General Conditions: Modifications to General Conditions required by a federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data, where applicable, as are required by the contract documents for the work to be performed.

- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:
  - (1) The dates at which special detail drawings will be required; and
  - (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing, and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

#### 4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment, and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy, or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

#### 5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts, or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.
- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any specific work to be inspected, tested, or approved by someone other than the Contractor, the Contractor will give

the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing, or approval.

- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives, and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay-rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
- h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting, and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. **SUBSTITUTIONS:** Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately

modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

- a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury, or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be

present on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE:

The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved;
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- b. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

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- c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
- d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
  - (1) Any preference, priority or allocation order duly issued by the Owner;
  - (2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts, or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
  - (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d (1) and 15d (2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
  - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

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- (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made, and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider, and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
- (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
  - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
  - (3) Contractor files a petition to take advantage of any debtor's act or to re-organize under bankruptcy of applicable laws;
  - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
  - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment;
  - (6) The Contractor disregards laws, ordinance, rules, regulations, or orders of any public body having jurisdiction over the work;

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- (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

Then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the delivery of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all

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amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.

19. PAYMENT TO CONTRACTOR:

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate, less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been

substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts therefore, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, shall pay unpaid bills, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to the Contractor, the Contractor's surety or any third party. In paying any unpaid

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bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- g. If the Owner failed to make payment within thirty (30) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final, or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

21. INSURANCE:

- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
  - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
  - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
  - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
  - (4) Claims for damages covered by the usual personal injury liability coverage which is sustained by:
    - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
    - (b) Any other person;

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- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor, and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
  - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.
- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance,

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including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein or any obligations thereunder without written consent of the other party.

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24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.
- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

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- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
- b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
- c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT:

- a. All claims, disputes, and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under

the prevailing arbitration laws. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.

- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.
- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

## SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended, or supplemented remain in force.

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|--|---|
| 1. Contract Approval                   | 12. State Energy Policy                     |
| 2. Contract Change Orders              | 13. Equal Opportunity                       |
| 3. Partial Payment Estimates           | 14. Non-Resident Contractor<br>Registration |
| 4. Conflict of Interest                | 15. Payment for Materials<br>Stored on Site |
| 5. Protection of Lives & Property      | 16. Change order Approval                   |
| 6. Remedies                            | 17. Final Inspection                        |
| 7. Gratuities                          | 18. Partial Occupancy & Use                 |
| 8. Audit & Access to Records           | 19. Permits Requiring Time                  |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release                        |
| 10. Anti-Kickback                      |   |
| 11. Violating Facilities               |   |

**1. CONTRACT APPROVAL:**

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).
- b. When a performance bond and payment bond are provided, the United States, acting through HUD, will be named as co-oblige in these bonds unless prohibited by State law. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.
- c. This contract is expected to be funded in part with funds from HUD. Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract or any subcontract.

**2. CONTRACT CHANGE ORDERS:**

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

- 3. CHANGE ORDER APPROVAL:** All change orders must be approved by the Owner.

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- a. A "Contract Change Order" shall be used to record contract changes.
- b. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

4. **PARTIAL PAYMENT ESTIMATES:**

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
- b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
  - (1) Defective work not remedied;
  - (2) Claims filed;
  - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
  - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
  - (5) Damage to another contractor;
  - (6) Performance of work in violation of the terms of the contract documents.
- c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
- d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
- e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

5. **CONFLICT OF INTEREST:**

a. Unacceptable Bidders:

(1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

(2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.

b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

6. **PROTECTION OF LIVES AND PROPERTY:**

a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.

b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

7. **REMEDIES:** Unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.

a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.

b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.

- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

**8. GRATUITIES:**

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three or more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

**9. AUDIT AND ACCESS TO RECORDS:** For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

**10. SMALL, MINORITY AND WOMEN'S BUSINESSES:** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

Affirmative steps shall consist of:

- a. Including qualified small, minority and women's businesses on solicitation lists;
- b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible;

- d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
  - f. Requiring each party to a subcontract to take the affirmative steps of this section; and
  - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
11. **ANTI-KICKBACK:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FMHA.
12. **VIOLATING FACILITIES:** Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
13. **STATE ENERGY POLICY:** The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
14. **EQUAL OPPORTUNITY REQUIREMENTS:** For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
- a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. 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 604. Compliance with the goals will be measured against the total work hour performed.

- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any 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, 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.
15. **NON-RESIDENT CONTRACTOR REGISTRATION:** Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
16. **PAYMENT FOR MATERIAL STORED ON SITE:** The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
  - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
  - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
  - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
17. **FINAL INSPECTION:** A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. **PARTIAL OCCUPANCY AND USE:** The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
- a. The engineer shall inspect the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.

- b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
  - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas, and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
  - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
  - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
  - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
  - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
19. **PERMITS REQUIRING TIME SCHEDULE:** The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. **CLEAN-UP RELEASE:** The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county, or railroad agency after the work for which a permit has been obtained has been completed.
- BUILD AMERICA, BUY AMERICA ACT (BABA):** Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.

**BABA Federal Requirements:**

Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

**Construction Materials** - Those articles, materials, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives - that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall.

**Manufactured Product** - Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

**Manufacturer's Certification:** Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABA.

**BABA - Contractor's Responsibilities:**

All products must meet BABA requirements.

Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting a Pay Application/Invoice, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

SGC-8

"General Decision Number: OK20250026 01/03/2025

Superseded General Decision Number: OK20240026

State: Oklahoma

Construction Type: Heavy

County: Oklahoma County in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

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

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.75 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.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$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.</li> </ul> |

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

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

Modification Number      Publication Date

FWRP-1

0

01/03/2025

ENGI0627-015 06/01/2024

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR: |          |         |
| Group 1.....              | \$ 36.84 | 18.05   |
| Group 2.....              | \$ 34.86 | 18.05   |
| Group 3.....              | \$ 34.15 | 18.05   |
| Group 4.....              | \$ 32.82 | 18.05   |
| Group 6.....              | \$ 29.62 | 18.05   |
| Group10.....              | \$ 26.00 | 18.05   |

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane and Bulldozer.

GROUP 6: Roller (Asphalt and Dirt)

GROUP 10:Oiler

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IRON0048-005 06/01/2024

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER (Structural, Reinforcing, and Ornamental)..... | \$ 30.35 | 16.64   |

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SUOK2012-004 05/18/2012

|                                   | Rates       | Fringes |
|-----------------------------------|-------------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 12.49 ** | 1.23    |
| ELECTRICIAN.....                  | \$ 22.86    | 5.61    |
| FORM WORKER.....                  | \$ 11.77 ** | 0.00    |
| LABORER: Common or General.....   | \$ 11.02 ** | 0.00    |
| LABORER: Pipelayer.....           | \$ 11.13 ** | 0.00    |
| OPERATOR: Backhoe/Excavator.....  | \$ 18.17    | 6.28    |
| OPERATOR: Drill.....              | \$ 17.15 ** | 0.78    |
| OPERATOR: Grader/Blade.....       | \$ 17.76    | 3.87    |
| OPERATOR: Loader (Front End)....  | \$ 13.51 ** | 0.00    |
| OPERATOR: Mechanic.....           | \$ 19.61    | 9.39    |
| OPERATOR: Scraper.....            | \$ 16.00 ** | 1.55    |

|                               |             |      |
|-------------------------------|-------------|------|
| OPERATOR: Trackhoe.....       | \$ 17.50 ** | 2.78 |
| TRUCK DRIVER: Dump Truck..... | \$ 16.50 ** | 0.74 |

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) 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)).

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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.

## 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"

FWRD-5

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|                         |                                    |   |   |
|-------------------------|------------------------------------|---|---|
| <b>PROJECT NAME</b>     | <b>PROJECT NO. or CONTRACT NO.</b> | <b>PAYROLL NO.</b>                          | <b>PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME</b> |
| <b>PROJECT LOCATION</b> | <b>WEEK ENDING DATE</b>            | <b>CERTIFYING OFFICIAL'S NAME AND TITLE</b> |   |

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:  
 The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

| APPRENTICESHIP PROGRAM NAME | REGISTERED   | NAME OF LABOR CLASSIFICATION |
|-----------------------------|--|------------------------------|
|                             | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                              |
|                             | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                              |
|                             | <input type="checkbox"/> OA <input type="checkbox"/> SAA |                              |

Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

**HOURLY CREDIT FOR FRINGE BENEFITS**  
*If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded*

| NAME OF WORKER | Funded  |         |          | Unfunded      |               |               | Funded  |         |          | Unfunded      |               |               | Funded  |         |          | Unfunded      |               |               | TOTAL HOURLY CREDIT |
|----------------|---------|---------|----------|---------------|---------------|---------------|---------|---------|----------|---------------|---------------|---------------|---------|---------|----------|---------------|---------------|---------------|---------------------|
|                | FB NAME | FB TYPE | PLAN NO. | Hourly Credit | Hourly Credit | Hourly Credit | FB NAME | FB TYPE | PLAN NO. | Hourly Credit | Hourly Credit | Hourly Credit | FB NAME | FB TYPE | PLAN NO. | Hourly Credit | Hourly Credit | Hourly Credit |                     |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |
|                |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            |         |         |          | \$            | \$            | \$            | \$                  |

All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

**ADDITIONAL REMARKS**

|   |             |                         |                      |
|---|-------------|-------------------------|----------------------|
| <b>SIGNATURE OF CERTIFYING OFFICIAL</b> | <b>DATE</b> | <b>TELEPHONE NUMBER</b> | <b>EMAIL ADDRESS</b> |
|---|-------------|-------------------------|----------------------|

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 4001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST

## Wage and Hour Division

# Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347 \(PDF\)](#)

OMB Control No. 1235-0008, Expires 01/31/2028.

**General:** Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

## Detailed instructions for completing the first page of Form WH-347 follow:

**"Check Box" for Submission of Final DBRA Certified Payroll Form:** Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

**"Check Box" for Prime Contractor or Subcontractor:** Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

**Project Name:** Enter the name of the project on which you are reporting.

**Project No. or Contract No.:** Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

**Certified Payroll No.:** Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

**Prime Contractor's/Subcontractor's Business Name:** Enter the business' legal name.

CPI-3

**Project Location:** Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

**Wage Determination No.:** Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

**Week Ending Date:** Enter the workweek ending date for this pay period.

**Prime Contractor's/Subcontractor's Business Address:** Enter the company's full business address.

**Column 1A – Worker Entry No.:** Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

**Column 1B – Worker Last Name:** Self-explanatory.

**Column 1C – Worker First Name:** Self-explanatory.

**Column 1D – Worker Middle Initial:** Self-explanatory.

**Column 1E – Worker Identifying No.:** Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note: workers’ full Social Security numbers must not be included.**

**Column 2 – Journeyworker / Registered Apprentice:** Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

**Column 3 – Labor Classification:** List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

**Column 4 – Hours Worked Each Day:** In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

|      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|
| T    | W    | T    | F    | S    | S    | M    |
| 6/16 | 6/17 | 6/18 | 6/19 | 6/20 | 6/21 | 6/22 |

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note: For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).**

**Column 5 – Total Hours Worked for the Week:** Enter the total number of the hours worked entered in column four.

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Software Feedback

**Column 6A – Hourly Wage Rate Paid for ST and OT:** For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. *Note: do not include cash payments in lieu of fringe benefits in this column.*

**Column 6B – Total Fringe Benefit Credit:** Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

**Column 6C – Payment in Lieu of Fringe Benefits:** Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

**Column 7A – Gross Amount Earned:** Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

**Column 7B – Gross Amount Earned for all Work:** If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

**Column 8 – Deductions for all Work:** Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. *Note: Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

**Column 9 – Net Payment to Worker for All Work:** Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

**Detailed instructions for completing the second page of Form WH-347 follow:**

**Project Name:** Enter the name of the project on which you are reporting.

**Project No. Or Contract No.:** Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

**Payroll No.:** Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

**Prime Contractor's/Subcontractor's Business Name:** Enter the business' legal name.

**Project Location:** Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

**Week Ending Date:** Enter the workweek ending date for this pay period.

**Certifying Official's Name and Title:** Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

**Statement of Compliance:** While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

CPI-5

If any worker is being paid as an apprentice during the period, box 4 must be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

*Note: If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

**Additional Remarks:** Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

**Signature of Certifying Official, Date, Telephone Number, and Email Address:** The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. *Note: Photocopies or scanned copies of signatures do not satisfy this requirement.*

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

*Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html).*

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**Wage and Hour Division**

An agency within the U.S.  
Department of Labor

200 Constitution Ave NW  
Washington, DC 20210  
[1-866-4-US-WAGE](tel:18664USWAGE)  
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**FEDERAL LABOR STANDARDS PROVISIONS**  
**U.S. Department of Housing and Urban Development**  
**Office of Davis-Bacon and Labor Standards**  
**HUD 4010 (06/2022)**

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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits,

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bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
  - (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
  - (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except

that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (B) Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)
- (C) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (D) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (E) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of

any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and Trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than

permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government

contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

**B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B (1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b) (2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

of this paragraph.

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

**C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**EQUAL OPPORTUNITY PROVISIONS**

**I. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (APPLICABLE TO FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS \$10,000 AND UNDER):**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

**II. EXECUTIVE ORDER 11246 (CONTRACTS/SUBCONTRACTS ABOVE \$10,000):**

A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. In every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that 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 ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by ODOC, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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**III. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246) (Applicable to Contracts/Subcontracts Exceeding \$10,000:**

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. Goals and Timetables: Contractor must make good faith efforts to meet their AA goals for employment of minorities and women in the construction industry.
  - a. The goals and timetables for minority and female participation, expressed in percentage terms, for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

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| Goals for<br>Minority<br>Participation<br>For Each Trade | Goals for<br>Female<br>Participation<br>for Each Trade |
|--|--|
|--|--|

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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

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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 any 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 the geographical areas where the contract is to be performed, giving the State, County and City, if any)**.

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

1. 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 Forms 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;

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- (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 from 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 nor 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

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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 therefore, 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

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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 associations;
  - 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 associations 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

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fulfilling any one 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;

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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.

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

By submission of this bid, the bidder, offeror, 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 (s)he 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.

**V. 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.

**VI. 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, religion, or sex, be excluded from participation in, be denied the

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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.

**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.

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**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. 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

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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.

SOOHC-1

## CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally-assisted construction contracts and related subcontracts exceeding \$100,000.00)

### 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 40 CFR 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 engineer does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

**OWNER: ATTORNEY'S CERTIFICATE REVIEW AND APPROVAL OF CONTRACT AND BONDS**

I, the undersigned \_\_\_\_\_, the fully authorized and acting legal representative of \_\_\_\_\_, \_\_\_\_\_ County, Oklahoma, do hereby certify as follows:

I have examined the construction contract between the construction contractor, \_\_\_\_\_, and the above-named entity and the surety bonds given by the construction contractor in connection with the performance of said contract and the manner of execution of the contract and surety bonds and I am of the opinion that each of the aforesaid agreement has been duly executed by the proper parties thereto, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Printed Name

ARCB-1

**CONTRACTOR RELEASE OF CLAIMANTS**

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

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

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

I hereby acknowledge receipt of \$ \_\_\_\_\_, for full payment of my contract dated \_\_\_\_\_ for work performed as described in the contract for services.

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 mis-representation 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."

Contractor:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CROC-1

**CLAIM OR INVOICE AFFIDAVIT**

STATE OF OKLAHOMA

CDBG Project Name and Number:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_

The undersigned, (Engineer or Authorized Official) of lawful age, being first duly sworn upon oath, states that this (invoice, claim, or contract), is true and correct. Affiant further states that the (work, services, or materials), as shown by this invoice or claim, have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the Affiant.

Affiant further states that (s)he has NOT been paid, gifted, or donated to or agree to pay, gift, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

\_\_\_\_\_  
Affiant (Engineer or Authorized Official)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

COIA-1

**NOTICE TO PROCEED**

CDBG Contract Number: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Project Description of Work: \_\_\_\_\_

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

Contractor is hereby notified to commence work for the referenced contract on \_\_\_\_\_, 20\_\_\_\_, and fully complete all work of said contract within \_\_\_\_\_ consecutive calendar days thereafter. The completion date is therefore \_\_\_\_\_, 20\_\_\_\_\_.

The contract provides for an assessment of the sum of \$\_\_\_\_\_ as liquidated damages for each consecutive calendar day after the above established contract completion date work remains as incomplete.

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

\_\_\_\_\_  
Owner Name (City, Town, or County)

\_\_\_\_\_  
Authorized Official Signature

Print Name: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice to Proceed is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor (Print Name)

\_\_\_\_\_  
Contractor Signature

NTP-1

# NOTICE OF CONTRACT AWARD

## A. Contractor Information

|               |                                   |
|---------------|-----------------------------------|
| _____         | CDBG Contract No. _____           |
| _____         | Project Description: _____        |
| _____         | _____                             |
| Phone#: _____ | _____                             |
| FEI#: _____   | Wage Rate Decision #OK _____      |
| UEI #: _____  | Type _____ Mod # _____ Date _____ |

## 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 \_\_\_\_\_ with bid opening held on \_\_\_\_\_, 20\_\_\_\_.

You are hereby notified that your bid has been accepted 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. 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.

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

CDBG Grantee/Owner: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

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

## C. Contractor Certifications & Acknowledgement:

- Type of Trade:  Construction;  Other Service ( \_\_\_\_\_ )
- Business Ownership:  Black or African Americans;  Asians;  Hispanics or Latinos;  
 American Indian or Alaskan Natives;  Native Hawaiian or Other Pacific Islanders;  Whites
- Certified Minority Business Enterprise: Yes  No
- Certified Women Owned Business: Yes  No
- Section 3 Business Concern: Yes  No
- Contractor Debarment Review Certification has been submitted: Yes  No
- Active Registration in SAM.gov? Yes  No

Acknowledged by: \_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

NOCA-1

## Notice of Award Instructions

**Must include all of the following items or this form will be returned to the Grantee.**

**Section A. Contractor Information:**

- Enter the Bidder's Name, Entity Name, Address, and Phone Number, Federal Employer Identification (FEI) number, and the Unique Entity ID (UEI) number from the <https://sam.gov/content/home> registration.
- Enter the CDBG Contract Number, Project Description, Approved Davis Bacon Wage Rate Decision(s).

**Section B. Acceptance of Bid:**

- Enter the dates of both Bid Advertisements.
- Enter the date of the bid opening.
- Enter the amount of the contractor's bid.
- Enter the date of the Award.
- Enter the name of the CDBG grantee/owner.
- Obtain the signature of the Grantee's Authorized Official and Type the Name and Title.

**Section C: Contractor Information:**

1. Type of Trade: Check beside appropriate trade for contractor (Construction or Other).
2. Business Ownership: Check beside the appropriate race/ethnicity of the contractor.
3. Check yes or no for Minority Owned Business Enterprise Certification
4. Check yes or no for Women Owned Business Certification  
<https://www.okcommerce.gov/doing-business/business-services/women-owned-business-certifications/>
5. Section 3 Business Concern: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
  1. At least 51 percent owned and controlled by low- or very low-income persons; or
  2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
6. Check yes or no that the ODOC Form 407.2 Contractor Debarment Review Certification has been included in the bid documents to the owner.
7. Check yes or no for Active Registration in SAM.gov.

**IMPORTANT NOTE: CDBG PROJECTS are federally funded and ALL ENTITIES receiving these funds as a "contractor" must be registered as ACTIVE in SAM.gov with no exclusions.**

NOCA - 2

RECORD OF EMPLOYEE INTERVIEW AT JOB SITE - CDBG Form 408.4

**Record of Employee Interview**

U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009  
(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7106, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.  
**A. AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.  
**B. PURPOSE:** The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.  
**C. ROUTINE USES:** The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.  
**D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

|  |   |   |   |   |  |
|--|---|---|---|---|--|
| 1a. Project Name   |   |   | 2a. Employee Name   |   |  |
| 1b. Project Number   |   |   | 2b. Employee Phone Number (including area code)   |   |  |
| 1c. Contractor or Subcontractor (Employer)   |   |   | 2c. Employee Home Address & Zip Code  |   |  |
|  |   |   | 2d. Verification of identification?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |   |  |
| 3a. How long on this job?  | 3b. Last date on this job before today? | 3c. No. of hours last day on this job?  | 4a. Hourly rate of pay?   | 4b. Fringe Benefits?  | 4c. Pay stub?  |
|  |   |   |   | Vacation Yes <input type="checkbox"/> No <input type="checkbox"/><br>Medical Yes <input type="checkbox"/> No <input type="checkbox"/><br>Pension Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Your job classification(s) (list all) — continue in block 18 if necessary                   |   |   |   |   |  |
| 6. Your duties — continue in block 18 if necessary   |   |   |   |   |  |
| 7. Tools or equipment used — continue in block 18 if necessary                                 |   |   |   |   |  |
| 8. Are you an apprentice or trainee? Yes <input type="checkbox"/> No <input type="checkbox"/>  |   | 10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? Yes <input type="checkbox"/> No <input type="checkbox"/> |   |   |  |
| 9. Are you paid for all hours worked? Yes <input type="checkbox"/> No <input type="checkbox"/> |   | 11. Have you ever been threatened or coerced into giving up any part of your pay? Yes <input type="checkbox"/> No <input type="checkbox"/>      |   |   |  |
| 12a. Employee Signature  |   |   | 12b. Date   |   |  |
| 13. Duties observed by the interviewer (Please be specific.)                                   |   |   |   |   |  |
| 14. Remarks --- continue in block 18 if necessary  |   |   |   |   |  |
| 15a. Interviewer Name (Please Print)   |   | 15b. Signature of Interviewer   |   | 15c. Date of Interview  |  |
| <b>Payroll Examination</b>   |   |   |   |   |  |
| 16. Remarks --- continue in block 18 if necessary  |   |   |   |   |  |
| 17a. Signature of Payroll Examiner   |   |   | 17b. Date   |   |  |

Previous editions are obsolete

Form HUD-11 (12/2021)  
Form 408.4  
Rev 11/2023

ROEI-1

**Historial de Entrevista del Empleado** Departamento de Vivienda y Desarrollo Urbano de EE.UU. Aprobación de OMB No. 2501-0009  
**Oficina de Davis-Bacon y Normas Laborales** (exp. 12/31/2024)

La carga de trabajo que supone para el público esta recopilación de información es un promedio de 15 minutos por respuesta. Esto incluye revisar las instrucciones, buscar en las fuentes de datos existentes, recopilar y mantener los datos y completar la recopilación de información. Esta información no puede ser recopilada, ni usted está obligado a proporcionar la información solicitada, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción. La información recopilada sirve de ayuda al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) en la supervisión del cumplimiento de las normas laborales federales. Toda la información recopilada está amparada por la Ley de Privacidad de 1974 y por el Título 29 del Código Federal de Regulaciones (CFR, por sus siglas en inglés) 50(a)(5). Las personas y los organismos que recopilen esta información deben mantener estos registros de manera que se proteja a las personas de quienes se conserva la información. La información aquí recopilada es voluntaria, y cualquier información proporcionada se mantendrá confidencial, pero el hecho de no proporcionar la información solicitada puede retrasar la ejecución de cualquier posible violación de las normas laborales federales. En caso de que la información hubiera identificado alguna. Los comentarios sobre esta declaración de la carga de trabajo, o sobre esta recopilación, deben enviarse a: Director Nacional, Oficina de Davis-Bacon y Normas Laborales, 451 7th Street SW, Room 7108, Washington, DC 20410. Al proporcionar comentarios, sírvase referirse a la Aprobación OMB 2501-0009.

De conformidad con el artículo 5 del Código de los Estados Unidos (U.S.C.) § 552a(e)(3), esta Declaración de la Ley de Privacidad sirve para informarle de lo siguiente en relación con la recopilación de la información que figura en este formulario.

A. AUTORIDAD: La recopilación de la información solicitada en este formulario está autorizada por la Ley Davis-Bacon promulgada a través de los Reglamentos del Departamento de Trabajo bajo el título 29 CFR Parte 5

B. PROPOSITO: El propósito principal de solicitar esta información es determinar si los salarios pagados por un empleador en un proyecto cubierto por la Ley Davis-Bacon cumplen con las normas laborales federales.

C. USOS RUTINARIOS: La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción sobre temas relacionados con los salarios pagados en el proyecto. La información es revisada por personal autorizado por el HUD para garantizar el cumplimiento de las normas laborales federales según la Ley Davis-Bacon en los proyectos contemplados. En caso de descubrirse infracciones, la información recopilada se utiliza para emprender acciones de cumplimiento con el fin de garantizar que se pague la restitución a los trabajadores de los proyectos contemplados y que se les paguen los salarios adecuados en virtud de la Ley Davis-Bacon.

D. CONSECUENCIAS DE NO PROPORCIONAR INFORMACION: La recopilación de información es voluntaria. Negarse a proporcionar la información no afectará su situación con su empleador ni con el gobierno. La negativa a proporcionar la información limitará la capacidad del HUD para determinar si se le pagaron los salarios adecuados en virtud de la Ley Davis-Bacon y limitará la capacidad del HUD para solicitar una restitución para usted en caso de que se describa una infracción.

|   |   |  |   |  |  |
|---|---|--|---|--|--|
| 1a. Nombre del Proyecto   |   |  | 2a. Nombre del empleado   |  |  |
| 1b. Número del Proyecto   |   |  | 2b. Número de teléfono del empleado (incluso prefijo local)                                     |  |  |
| 1c. Contratista o subcontratista (Patrón)   |   |  | 2c. Dirección residencial del empleado y código postal  |  |  |
|   |   |  | 2d. ¿Verificación de identificación?<br>SI <input type="checkbox"/> No <input type="checkbox"/> |  |  |
| 3a. ¿Cuánto tiempo en este trabajo?   | 3b. ¿Último día en este trabajo antes de hoy? | 3c. ¿No. de horas en su último día en este trabajo?  | 4a. ¿Salario por hora?  | 4b. ¿Beneficios complementarios?<br>Vacaciones SI <input type="checkbox"/> No <input type="checkbox"/><br>Médicos SI <input type="checkbox"/> No <input type="checkbox"/><br>Pensión SI <input type="checkbox"/> No <input type="checkbox"/> |  |
| 4c. ¿Salario de paga?<br>SI <input type="checkbox"/> No <input type="checkbox"/>                  |   |  |   |  |  |
| 5. Clasificación(es) de su trabajo(s) (enumere todas) — continuar en el bloque 18 si es necesario |   |  |   |  |  |
| 6. Sus deberes — continuar en el bloque 18 si es necesario  |   |  |   |  |  |
| 7. Herramientas o equipo usado — continuar en el bloque 18 si es necesario                        |   |  |   |  |  |
| 8. ¿Es aprendiz? SI <input type="checkbox"/> No <input type="checkbox"/>                          |   | 10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?<br>SI <input type="checkbox"/> No <input type="checkbox"/> |   |  |  |
| 9. ¿Le pagan todas las horas trabajadas? SI <input type="checkbox"/> No <input type="checkbox"/>  |   | 11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga? SI <input type="checkbox"/> No <input type="checkbox"/>                           |   |  |  |
| 12a. Firma del empleado   |   |  | 12b. Fecha  |  |  |
| 13. Deberes observados por el entrevistador (Por favor sea específico.)                           |   |  |   |  |  |
| 14. Comentarios — continuar en el bloque 18 si es necesario                                       |   |  |   |  |  |
| 15a. Nombre del entrevistador (use letra de imprenta)   |   | 15b. Firma del entrevistador   |   | 15c. Fecha de la entrevista  |  |
| <b>Examinación de Nómina</b>  |   |  |   |  |  |
| 16. Comentarios — continuar en el bloque 18 si es necesario                                       |   |  |   |  |  |
| 17a. Firma del examinador de nómina   |   |  | 17b. Fecha  |  |  |

ROEI-2

POSTERS

EQUAL OPPORTUNITY JOB SITE POSTER - English & Spanish



# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

### Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

### What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

### What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

### What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability, pregnancy, childbirth, or related medical condition, or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

### What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways.

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



## EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases.

### Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

### Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

### Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately

The Office of Federal Contract Compliance Programs (OFCCP)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccp.helpdesk.dol.gov/sl/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

## PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

### Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 6/27/2023)



## Conozca sus Derechos:

# La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

### ¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Aplicantes de trabajo
- Miembros de sindicatos y Solicitantes de membresía en un sindicato

### ¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Gobiernos estatales y locales (como empleadores)
- Instituciones educativas (como empleadores)
- Sindicatos
- Agencias de empleo

### ¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminar, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de género)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coacción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

### ¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad, embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coaccione, intimide, amenace o interfiera con el ejercicio de sus derechos por parte de alguien, o alguien que ayude o aliente a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

### ¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

**Presentar** una consulta a través del Portal Público de la EEOC: <https://publicportal.eeoc.gov/Portal/Login.aspx>

**Llame** 1-800-669-4000 (número gratuito)  
1-800-669-6820 (TTY)  
1-844-234-5122 (Video Teléfono de ASL)

**Visite** una Oficina de Campo de la EEOC (información en [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**Corre Electrónico:** [info@eeoc.gov](mailto:info@eeoc.gov)

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en [www.eeoc.gov/es](http://www.eeoc.gov/es)



## EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP, por sus siglas en inglés) del Departamento de Trabajo hace cumplir los compromisos de no discriminación y acción afirmativa de las empresas que hacen negocios con el gobierno federal. Si está solicitando un trabajo con, o es un empleado de una empresa con un contrato o subcontrato federal, usted está protegido(a) por la ley federal contra la discriminación en las siguientes bases:

### Raza, Color, Religión, Sexo, Orientación Sexual, Identidad de Género, Origen Nacional

La Orden Ejecutiva 11246, enmendada, prohíbe la discriminación laboral por parte de los contratistas federales por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional, y requiere acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos del empleo.

### Preguntar, Divulgar o Discutir Salarios

La Orden Ejecutiva 11246, enmendada, protege a los solicitantes y empleados de contratistas federales de la discriminación basada en preguntar, divulgar o discutir su compensación o la compensación de otros solicitantes o empleados.

### Discapacidad

La Sección 503 del Acta de Rehabilitación de 1973, según enmendada, protege a las personas calificadas con discapacidades contra la discriminación en la contratación, promoción, despido, pago, beneficios complementarios, capacitación laboral, clasificación, referencias y otros aspectos del empleo por parte de contratistas federales. La discriminación por discapacidad incluye no hacer adaptaciones razonables a las limitaciones físicas o mentales conocidas de una persona con una discapacidad que de otro modo calificaría y que es un solicitante o empleado, a menos que haga una dificultad excesiva para el empleador. La Sección 503 también requiere que los contratistas federales tomen medidas afirmativas para emplear y promover a personas calificadas con discapacidades en todos los niveles de empleo, incluyendo a nivel ejecutivo.

### Estatus Protegido Como Veterano

El Acta de Asistencia para el Reajuste de los Veteranos de la Era de Vietnam de 1974, modificada, 38 U.S.C. 4212, prohíbe la discriminación laboral y requiere acción afirmativa para reclutar, emplear y avanzar en el empleo a veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años posteriores a su separación o liberación del servicio activo), veteranos en servicio activo en tiempo de guerra o insignia de campaña, o veteranos con medallas de servicio de las fuerzas armadas.

### Represalias

Se prohíben las represalias contra una persona que presente una queja por discriminación, participe en un procedimiento de la OFCCP o se oponga a la discriminación por parte de contratistas federales en virtud de estas leyes federales.

Cualquier persona que crea que un contratista ha violado sus obligaciones de no discriminar o acción afirmativa bajo las autoridades de la OFCCP debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP),  
Departamento de Trabajo de los EE. UU.,  
200 Constitution Avenue, N.W.,  
Washington, D.C. 20210  
1-800-397-6251 (llamada gratuita).

Si es sordo, tiene problemas de audición o tiene una discapacidad del habla, marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones. También se puede contactar a la OFCCP enviando una pregunta en línea a la mesa de ayuda de la OFCCP en <https://ofccp.helpdesk.dol.gov/s/>, o llamando a una oficina regional o distrital de la OFCCP, que figura en la mayoría de los directorios telefónicos bajo el Departamento de Trabajo de los EE.UU. y en la página web "Contáctenos" de la OFCCP en <https://www.dol.gov/agencies/ofccp/contact>.

## PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

### Raza, Color, Origen Nacional, Sexo

Además de las protecciones del Título VII del Acta de Derechos Civiles de 1964, según enmendada, el Título VI del Acta de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación por motivos de raza, color, u origen nacional en programas o actividades que reciben asistencia financiera. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión de empleo, o cuando la discriminación laboral cause o pueda causar discriminación en la prestación de servicios bajo dichos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación laboral por razón de sexo en programas o actividades educativas que reciben asistencia financiera federal.

### Personas con Discapacidades

La Sección 504 del Acta de Rehabilitación de 1973, enmendada, prohíbe la discriminación laboral por motivos de discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Está prohibida la discriminación en todos los aspectos de empleo contra las personas con discapacidades que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido discriminado(a) en un programa de cualquier institución que recibe asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

[Actualizado 6/27/2023]

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

**FOR LABORERS AND MECHANICS  
EMPLOYED ON FEDERAL OR  
FEDERALLY ASSISTED  
CONSTRUCTION PROJECTS**

**PREVAILING WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below.

or contact the U.S. Department of Labor's Wage and Hour Division.

  **WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)





# Job Safety and Health

## IT'S THE LAW!

### All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

### Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations, and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

## **CONTRACT AND BONDS**

**CONSTRUCTION CONTRACT**

This Contract is made and entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and \_\_\_\_\_ a(n) \_\_\_\_\_, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, in accordance with the Charter of the City of Bethany and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT  
WATERLINE REPLACEMENT PROJECT**

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.

8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Bethany  
6700 NW 36th Street  
Bethany, OK 73008

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Contractor

a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary and/or Witness

**NON-COLLUSION AFFIDAVIT**

---

State of Oklahoma                    )  
  ) ss.  
County of \_\_\_\_\_                )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

\_\_\_\_\_ for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following municipal work and improvement, viz:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, \_\_\_\_\_ shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF BETHANY and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto 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 so to do, the day and year first above written.

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

By

\_\_\_\_\_  
Principal

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

By

\_\_\_\_\_  
Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
City Attorney

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of \_\_\_\_\_, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of \_\_\_\_\_, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between \_\_\_\_\_ and the CITY OF BETHANY dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, agreed to construct in the City of Bethany:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF BETHANY, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto 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 so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_

Secretary

By

Principal

\_\_\_\_\_

ATTEST:

Secretary

By

Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of \_\_\_\_\_, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_.

The conditions of this obligation are such, that whereas, the above Bonded Principal \_\_\_\_\_ is the lowest and best bidder for the making of the following municipal work and improvements, viz:

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto 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 so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET-482**

The Bidder is responsible for reviewing this list of required documents and any requirements of the General Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

**DOCUMENTS REQUIRED FOR THIS BID**

Bid Form  
Detailed Bid Form (if provided in the Bidding Documents)  
Bid Bond  
Anticollusion Affidavit  
Affidavit of Surety  
Business Relationship Affidavit  
Certificate of Non-Discrimination  
ODOC Contractor Business Relationships Affidavit  
ODOC Contractor Notarized Sworn State of Non-Collusion  
ODOC Contractor Payroll Certification  
ODOC Contractor Debarment Review Certification  
Bidders Acknowledgement & Certification for BABA

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the General Provisions and the Special Provisions for any other required documents. Failure to submit a document required in the General or Special Provisions may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for The City of Bethany or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

**BID FORM**

Project Number: **TEIM Design, PLLC Project No. ET482**

Description: **ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT  
CITY OF BETHANY, OKLAHOMA**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

To the Mayor and Council of the **City of Bethany**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price of:

Total Bid Price (Base Bid Plus Alternate No. 1):

(\$ \_\_\_\_\_).

**THIS PROJECT IS NOT SALES TAX EXEMPT. INCLUDE SALES TAX.**

Said Bidder acknowledges receipt of addenda numbers \_\_\_\_\_ issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Bethany** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of sixty (60) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Bethany**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within ten (10) days after the Work Order is issued by the **City of Bethany** and completed as stated in the Special Provisions. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of \$\_\_\_\_\_ as required in the Contract Specifications.



**CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT  
DETAILED BID FORM**

| <b>Item Number</b> | <b>Lot Name</b> | <b>Title</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Total Price</b> |
|--------------------|-----------------|---|-----------------|-------------|-------------------|--------------------|
| 1                  | Base Bid        | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION                              | 1.00            | lump sum    |                   |                    |
| 2                  | Base Bid        | SEDIMENT AND EROSION CONTROL  | 1.00            | lump sum    |                   |                    |
| 3                  | Base Bid        | (2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)                            | 20.00           | linear foot |                   |                    |
| 4                  | Base Bid        | (6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GAUGE TRACER WIRE | 740.00          | linear foot |                   |                    |
| 5                  | Base Bid        | FITTINGS (2 INCH PLUG)  | 3.00            | each        |                   |                    |
| 6                  | Base Bid        | FITTINGS (2 INCH SOLID SLEEVE)  | 1.00            | each        |                   |                    |
| 7                  | Base Bid        | FITTINGS (2 INCH x 45 DEGREE BEND)  | 2.00            | each        |                   |                    |
| 8                  | Base Bid        | FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)                                     | 1.00            | each        |                   |                    |
| 9                  | Base Bid        | FITTINGS (6 INCH PLUG)  | 1.00            | each        |                   |                    |
| 10                 | Base Bid        | FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))                             | 9.00            | each        |                   |                    |
| 11                 | Base Bid        | FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))                                 | 2.00            | each        |                   |                    |
| 12                 | Base Bid        | SINGLE LONG SERVICE (1 INCH) (STREET BORE)                                    | 8.00            | each        |                   |                    |
| 13                 | Base Bid        | SINGLE SHORT SERVICE (1 INCH)   | 7.00            | each        |                   |                    |
| 14                 | Base Bid        | (6 INCH) TAP  | 1.00            | each        |                   |                    |
| 15                 | Base Bid        | FIRE HYDRANT  | 1.00            | each        |                   |                    |
| 16                 | Base Bid        | (6 INCH) (GATE) VALVE AND VALVE BOX   | 4.00            | each        |                   |                    |

**CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT  
 DETAILED BID FORM**

| Item Number | Lot Name | Title   | Quantity | Unit        | Unit Price | Total Price |
|-------------|----------|---|----------|-------------|------------|-------------|
| 17          | Base Bid | (6 INCH) (TAPPING) VALVE AND VALVE BOX        | 1.00     | each        |            |             |
| 18          | Base Bid | HYDROSTATIC PRESSURE TESTING AND DISINFECTION | 2.00     | lump sum    |            |             |
| 19          | Base Bid | RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)    | 30.00    | each        |            |             |
| 20          | Base Bid | TAPPING SLEEVE (6 INCH x 6 INCH)              | 1.00     | each        |            |             |
| 21          | Base Bid | CONSTRUCTION STAKING (CONSTRUCTION SURVEY)    | 1.00     | lump sum    |            |             |
| 22          | Base Bid | GPS AS-BUILT SURVEY                           | 1.00     | lump sum    |            |             |
| 23          | Base Bid | CONSTRUCTION SIGNING AND TRAFFIC CONTROL      | 1.00     | lump sum    |            |             |
| 24          | Base Bid | REMOVE AND REPLACE PAVEMENT (ASPHALT)         | 166.00   | square yard |            |             |
| 25          | Base Bid | REMOVE AND REPLACE DRIVEWAY (CONCRETE)        | 30.00    | square yard |            |             |
| 26          | Base Bid | REMOVE AND REPLACE DRIVEWAY (GRAVEL)          | 56.00    | square yard |            |             |
| 27          | Base Bid | SOLID SLAB SODDING                            | 1,500.00 | square yard |            |             |

**TOTAL BID PRICE (BASE BID)**

**\$ \_\_\_\_\_**

**CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT  
DETAILED BID FORM**

| <b>Item Number</b> | <b>Lot Name</b> | <b>Title</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Total Price</b> |
|--------------------|-----------------|---|-----------------|-------------|-------------------|--------------------|
| 1                  | Alt No 1        | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION                              | 1.00            | lump sum    |                   |                    |
| 2                  | Alt No 1        | SEDIMENT AND EROSION CONTROL  | 1.00            | lump sum    |                   |                    |
| 3                  | Alt No 1        | (2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)                            | 20.00           | linear foot |                   |                    |
| 4                  | Alt No 1        | (6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GUAGE TRACER WIRE | 506.00          | linear foot |                   |                    |
| 5                  | Alt No 1        | FITTINGS (2 INCH PLUG)  | 6.00            | each        |                   |                    |
| 6                  | Alt No 1        | FITTINGS (2 INCH SOLID SLEEVE)  | 1.00            | each        |                   |                    |
| 7                  | Alt No 1        | FITTINGS (2 INCH x 45 DEGREE BEND)  | 2.00            | each        |                   |                    |
| 8                  | Alt No 1        | FITTINGS (4 INCH SOLID SLEEVE (COMPACT) (MJ))                                 | 1.00            | each        |                   |                    |
| 9                  | Alt No 1        | FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)                                     | 1.00            | each        |                   |                    |
| 10                 | Alt No 1        | FITTINGS (6 INCH x 4 INCH TEE (COMPACT) (MJ))                                 | 1.00            | each        |                   |                    |
| 11                 | Alt No 1        | FITTINGS (6 INCH PLUG)  | 1.00            | each        |                   |                    |
| 12                 | Alt No 1        | FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))                             | 4.00            | each        |                   |                    |
| 13                 | Alt No 1        | FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))                                 | 1.00            | each        |                   |                    |
| 14                 | Alt No 1        | FITTINGS (6 INCH SOLID SLEEVE (COMPACT) (MJ))                                 | 1.00            | each        |                   |                    |
| 15                 | Alt No 1        | SINGLE LONG SERVICE (1 INCH) (STREET BORE)                                    | 8.00            | each        |                   |                    |
| 16                 | Alt No 1        | SINGLE SHORT SERVICE (1 INCH)   | 8.00            | each        |                   |                    |

**CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT  
 DETAILED BID FORM**

| Item Number | Lot Name | Title   | Quantity | Unit        | Unit Price | Total Price |
|-------------|----------|---|----------|-------------|------------|-------------|
| 17          | Alt No 1 | (6 INCH) (GATE)VALVE AND VALVE BOX            | 4.00     | each        |            |             |
| 18          | Alt No 1 | HYDROSTATIC PRESSURE TESTING AND DISINFECTION | 1.00     | lump sum    |            |             |
| 19          | Alt No 1 | STEEL CASING PIPE BY TRENCHING (12 INCH)      | 25.00    | linear foot |            |             |
| 20          | Alt No 1 | RESTRAINED JOINT (MEGA-LUG SERIES 2004 PV)    | 3.00     | each        |            |             |
| 21          | Alt No 1 | RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)    | 22.00    | each        |            |             |
| 22          | Alt No 1 | CONSTRUCTION STAKING (CONSTRUCTION SURVEY)    | 1.00     | lump sum    |            |             |
| 23          | Alt No 1 | GPS AS-BUILT SURVEY                           | 1.00     | lump sum    |            |             |
| 24          | Alt No 1 | CONSTRUCTION SIGNING AND TRAFFIC CONTROL      | 1.00     | lump sum    |            |             |
| 25          | Alt No 1 | REMOVE AND REPLACE PAVEMENT (ASPHALT)         | 25.00    | square yard |            |             |
| 26          | Alt No 1 | REMOVE AND REPALCE CONCRETE CURB              | 122.00   | linear foot |            |             |
| 27          | Alt No 1 | REMOVE AND REPLACE DRIVEWAY (CONCRETE)        | 134.00   | square yard |            |             |
| 28          | Alt No 1 | SOLID SLAB SODDING                            | 1,500.00 | square yard |            |             |

**TOTAL BID PRICE (ALTERNATE NO 1) \$ \_\_\_\_\_**

**TOTAL BID PRICE (BASE BID PLUS ALTERNATE NO 1) \$ \_\_\_\_\_**

**THIS PROJECT IS NOT SALES TAX EXEMPT. DO INCLUDE SALES TAX**

**CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
DETAILED BID FORM**

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA**

**CONTRACTOR'S AFFIDAVITS AND CERTIFICATES  
(TO BE INCLUDED IN BID PACKET)**

**BID BOND**

**ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT  
PROJECT  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET482**

5% BID BOND, CERTIFIED OR CASHIER'S CHECK \$ \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work shall commence within **ten (10) calendar days** after the Work Order is issued by the **City of Bethany** and completed as required by the Contract.

(SEAL) if Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

Affidavits Attached



**AFFIDAVIT OF SURETY**

\_\_\_\_\_  
Date

City of Bethany, Oklahoma

Gentlemen:

\_\_\_\_\_ is currently bidding or is desirous of bidding work for the City of Bethany and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Bethany up to the sum of \$\_\_\_\_\_.

In the past, we have handled bonding requirements for this company in the amount of \$\_\_\_\_\_.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attorney.

\_\_\_\_\_  
Name of Company of Agency

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Address

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.
  
2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
  
3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.

---

Contractor

ATTEST:

---

Secretary

**CONTRACTOR BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF Oklahoma

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn upon oath, states that (s) he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, Affiant should so state.)

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**NOTE: This notarized form must be submitted with the bid proposal.**

ODOC BRA-1

**CONTRACTOR NOTARIZED SWORN STATEMENT OF NON-COLLUSION**

A notarized sworn statement shall be attached to any competitive bid process upon submittal of said bid/proposal.

STATE OF OKLAHOMA; COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says:

1. (S)He is the dully authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and the \_\_\_\_\_ (city, town, or county government) or employees, as well as facts pertaining to the giving or offering of things of value to \_\_\_\_\_ (city, town, or county government) or employees in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)He is fully aware of the facts and circumstances surrounding the makeup of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. To any collusion with \_\_\_\_\_ (city, town, or county government) or employees as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. In any discussions between bidders and \_\_\_\_\_ (city, town, or county government) employees concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_, SEAL

Commission expires: \_\_\_\_\_

**NOTE: This notarized form must be submitted with the bid proposal.**

ODOC NC-1

Oklahoma Department of Commerce  
Community Development Block Grant

**Contractor Payroll Certification**  
*(This form shall be submitted with bid documents)*

Project Information: *Contact Mareta to get this information*

CDBG Grantee Name: \_\_\_\_\_

CDBG Contract Number: \_\_\_\_\_

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

Contractor Certification:

I acknowledge that this construction project has Federal funds attached, thereby requiring this project to comply with the Davis-Bacon Act and all labor related acts including Section 3. Therefore, I agree to pay the designated wage rates, provide the certified payrolls, and provide section 3 documentation, as applicable and required for the above referenced contract activity.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Authorized Company Official

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

ODGC CPC-1

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

Contact Mareta for this information

(Must be submitted with bid proposal)

Contact Mareta for #

City of Bethany - Water System Improvements

19495 CDBG 24

CDBG Grantee Name (Owner) and Project Type

CDBG Project Number

ATTENTION ALL BIDDERS:

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the System for Award Management (SAM) website, www.sam.gov, to determine if a potential contractor is eligible to contract on Federally Funded projects.

A contractor must be registered and active in the SAM.gov system before a contract award is executed.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Contractor Name & Title (Please Print)

Date

Signature

Date

Unique Entity ID (UEI) Number (found in entity's SAM.gov registration)

ODOC CDBG CDRC-1

Oklahoma Department of Commerce  
Community Development Block Grant (CDBG) Program

BIDDER'S ACKNOWLEDGEMENT & CERTIFICATION FOR BABA - CDBG FORM 407.6  
COMPLIANCE WITH BUILD AMERICA-BUY AMERICA (BABA)  
IRON & STEEL & SPECIFICALLY LISTED CONSTRUCTION MATERIALS 2023-2024

**(Submit with the Bid)**

This is a certification that I, the bidder, \_\_\_\_\_ (Name and Title) of \_\_\_\_\_ (Company Name, Partnership, LLC, Inc., etc.) hereby certify and is aware that the funds appropriated or otherwise made available by the Infrastructure Investment and Jobs Act in effect as of May 14, 2022, and used for purchase of Iron and Steel, waived by the Department of Housing and Urban Development on December 14, 2022, for CDBG Project funding allocated after November 13, 2022, to the State of Oklahoma and for a period of five years or such shorter time period as HUD may announce via Notice, shall be used for a project as being at the de minimis threshold amount of \$250,000 for the construction, alteration, maintenance, or repair of a public improvement certifying that all of the **Iron and Steel products and Construction Materials** used in the project are produced in the United States.

The Bidder is aware that all iron and steel products and specifically listed materials used for this project must be produced in the United States per Section 436(a)-(f) of the Consolidated Appropriations Act, 2014, and incorporated into this project: \_\_\_\_\_ (Insert Name of Project), CDBG Project # \_\_\_\_\_ (Insert CDBG Project Number), and furthermore certifies as follows:

1. The bidder understands the term "iron and steel products" and "specifically listed construction materials" applies to the construction, alteration, maintenance, or repair of publicly owned infrastructure.
2. The bidder understands the term "iron and steel products" refers to the following products made primarily of iron or steel, lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. **Additional information for review, including any published waivers, domestic supplier information, "Made in America", BABA FAQs, as posted on the HUD.gov website, [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)**
3. The bidder further states that this requirement applies to all portions of the project that are subcontracted.
4. This "Certification" is to be submitted by Bidder as a part of this bid and proposal.
5. Iron and steel of unknown origin are considered to have been produced or manufactured outside the United States.
6. Identification of American-produced Iron and Steel Goods (AIS) is consistent with the terms of the Owner's bid solicitation and the provisions in the bid document. Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel goods in the bid solicitation where such American-made goods are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

BABA - 1

7. Verification of U.S. Production: The bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
8. Documentation Regarding Non-American-made Iron and Steel Goods: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following a) or b) as applicable:
  - a) Identification of and citation to a categorical waiver published by the U.S. Department of Housing and Urban Development (DHUD) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components; If the Owner/State receives a request for a waiver under this section, the Owner/State shall allow for 15 working days for review prior to a determination based on the request.
  - b) Verifiable documentation sufficient to the Owner/State, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-produced goods but has determined that such goods are not available on the bid schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
9. Information and Detailed Justification Regarding Non-American-produced Iron and Steel Goods: The Bidder certifies that for any such product or products that are not so available, the Bidder has also provided in or attached to this bid certification, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-produced iron and steel goods, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Use of American Iron and Steel with respect to such product or products.
10. If use of a noncompliant iron and/or steel product is permanently incorporated into a project, one or more of the following can occur:
  - 1) Request a waiver where appropriate;
  - 2) Require the removal of the nondomestic item;
  - 3) Payment for all or part of the project will be withheld.
11. The Bidder further agrees that, if the bid is accepted, will assist the Owner/State in amending, supplementing, or further supporting such information as required by the Owner/State to request and, as applicable, implement the terms of a waiver with respect to any such product or products.
12. Supporting Documentation of BABA Products & Materials is required as submittals to the Owner/State for compliance.

|                              |                                     |      |
|------------------------------|-------------------------------------|------|
| Name of Construction Company | Signature of Company Representative | Date |
| Name of Owner/CDBG Grantee   | Signature of Authorized Official    | Date |

BABA-2



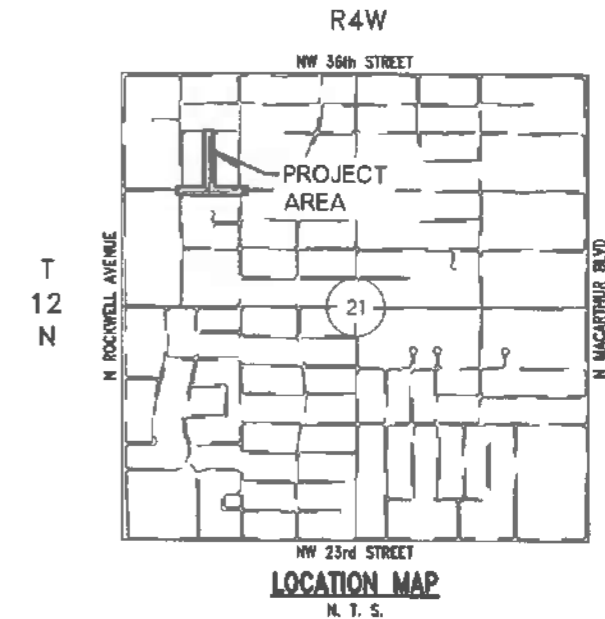
# ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE REPLACEMENT PROJECT

ODOC CONTRACT NO 19495 CDBG 24

PREPARED BY



3020 N.W. 148th STREET  
OKLAHOMA CITY, OKLAHOMA  
(405) 752-1122 FAX (405) 752-8855



The City of  
**BETHANY, OKLAHOMA**  
AMANDA SANDOVAL, Mayor  
ELIZABETH GRAY, City Manager

**COUNCIL MEMBERS:**

|              |        |                  |        |
|--------------|--------|------------------|--------|
| CHRIS POWELL | Ward 1 | KATHY LARSEN     | Ward 3 |
| PETER PLANK  | Ward 1 | CHANDRA FORD     | Ward 3 |
| BURT FALKNER | Ward 2 | BRIAN MAGIROWSKY | Ward 4 |
| KEN SMART    | Ward 2 | DALE GERMAN      | Ward 4 |

**SHEET INDEX**

| <u>SHEET NO.</u> | <u>DESCRIPTION</u>                       |
|------------------|--|
| 001              | TITLE SHEET                              |
| AC01             | SUMMARY OF PAY QUANTITIES AND NOTES      |
| AC02             | CONSTRUCTION NOTES                       |
| AC03             | PROJECT LOCATION MAP                     |
| AC04             | LEGEND                                   |
| C001             | BASE BID DEMOLITION PLAN                 |
| C002             | BASE BID PLAN AND PROFILE SHEET          |
| C003             | BASE BID WATER SERVICE CONNECTIONS       |
| C004             | ALTERNATE NO 1 DEMOLITION PLAN           |
| C005 - C006      | ALTERNATE NO 1 PLAN AND PROFILE SHEET    |
| C007             | ALTERNATE NO 1 WATER SERVICE CONNECTIONS |
| C008             | WATER LINE ABANDONMENT PLAN              |
| D001             | MISCELLANEOUS DETAILS                    |
| ER01             | STORMWATER POLLUTION PREVENTION PLAN     |
| S001             | SURVEY DATA SHEET                        |
| D-010 - W-STD-05 | OKLAHOMA CITY STANDARDS                  |

**ONE CALL UTILITY LOCATION NUMBER**

840-5032  
1-800-522-6543

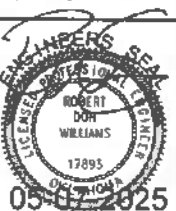
This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

*RWS*

05-07-2025

ROBERT DON WILLIAMS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
CAP 8428 EXPIRES JUNE 30, 2025

DATE



CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN

APPROVED BY:

*RWS*

CITY ENGINEER

05-07-2025

DATE

Summary of Pay Quantities - Alternate No 1

Summary of Pay Quantities - Base Bid

| Item Number | Lot Name | Title   | Pay Item Notes | Description | Quantity | Item Number | Lot Name | Title   | Pay Item Notes | Description | Quantity |
|-------------|----------|---|----------------|-------------|----------|-------------|----------|---|----------------|-------------|----------|
| 1           | Alt No 1 | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION                              |                | 109-08      | 1.00     | Lump sum    | Base Bid | AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION                              |                | 109-08      | 1.00     |
| 2           | Alt No 1 | SEDIMENT AND EROSION CONTROL  |                | 109-09      | 1.00     | Lump sum    | Base Bid | SEDIMENT AND EROSION CONTROL  |                | 109-09      | 1.00     |
| 3           | Alt No 1 | (2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)                            |                | 505         | 20.00    | linear foot | Base Bid | (2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)                            |                | 505         | 20.00    |
| 4           | Alt No 1 | (6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GAUGE TRACER WIRE |                | 505         | 506.00   | linear foot | Base Bid | (6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GAUGE TRACER WIRE |                | 505         | 740.00   |
| 5           | Alt No 1 | FITTINGS (2 INCH PLUG)  | 1              | 505         | 6.00     | each        | Base Bid | FITTINGS (2 INCH PLUG)  |                | 505         | 3.00     |
| 6           | Alt No 1 | FITTINGS (2 INCH SOLID SLEEVE)  | 1              | 505         | 1.00     | each        | Base Bid | FITTINGS (2 INCH SOLID SLEEVE)  |                | 505         | 1.00     |
| 7           | Alt No 1 | FITTINGS (2 INCH x 45 DEGREE BEND)  | 1              | 505         | 2.00     | each        | Base Bid | FITTINGS (2 INCH x 45 DEGREE BEND)  |                | 505         | 2.00     |
| 8           | Alt No 1 | FITTINGS (4 INCH SOLID SLEEVE (COMPACT) (MJ))                                 | 1              | 505         | 1.00     | each        | Base Bid | FITTINGS (4 INCH SOLID SLEEVE (COMPACT) (MJ))                                 |                | 505         | 1.00     |
| 9           | Alt No 1 | FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)                                     | 2              | 505         | 1.00     | each        | Base Bid | FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)                                     |                | 505         | 1.00     |
| 10          | Alt No 1 | FITTINGS (6 INCH x 4 INCH TEE (COMPACT) (MJ))                                 |                | 505         | 1.00     | each        | Base Bid | FITTINGS (6 INCH x 4 INCH TEE (COMPACT) (MJ))                                 |                | 505         | 1.00     |
| 11          | Alt No 1 | FITTINGS (6 INCH PLUG)  |                | 505         | 1.00     | each        | Base Bid | FITTINGS (6 INCH PLUG)  |                | 505         | 9.00     |
| 12          | Alt No 1 | FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))                             |                | 505         | 4.00     | each        | Base Bid | FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))                             |                | 505         | 2.00     |
| 13          | Alt No 1 | FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))                                 |                | 505         | 1.00     | each        | Base Bid | FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))                                 |                | 505         | 2.00     |
| 14          | Alt No 1 | FITTINGS (6 INCH SOLID SLEEVE (COMPACT) (MJ))                                 |                | 505         | 1.00     | each        | Base Bid | FITTINGS (6 INCH SOLID SLEEVE (COMPACT) (MJ))                                 |                | 505         | 7.00     |
| 15          | Alt No 1 | SINGLE LONG SERVICE (1 INCH) (STREET BORE)                                    | 3              | 511         | 8.00     | each        | Base Bid | SINGLE LONG SERVICE (1 INCH) (STREET BORE)                                    |                | 511         | 8.00     |
| 16          | Alt No 1 | SINGLE SHORT SERVICE (1 INCH)   | 3              | 511         | 8.00     | each        | Base Bid | SINGLE SHORT SERVICE (1 INCH)   |                | 511         | 1.00     |
| 17          | Alt No 1 | (6 INCH) (GATE) VALVE AND VALVE BOX   |                | 520         | 4.00     | each        | Base Bid | (6 INCH) (GATE) VALVE AND VALVE BOX   |                | 520         | 4.00     |
| 18          | Alt No 1 | HYDROSTATIC PRESSURE TESTING AND DISINFECTION                                 | 4              | 522         | 1.00     | Lump sum    | Base Bid | HYDROSTATIC PRESSURE TESTING AND DISINFECTION                                 |                | 522         | 1.00     |
| 19          | Alt No 1 | STEEL CASING PIPE BY TRENCHING (12 INCH)                                      |                | 528         | 25.00    | linear foot | Base Bid | STEEL CASING PIPE BY TRENCHING (12 INCH)                                      |                | 528         | 30.00    |
| 20          | Alt No 1 | RESTRAINED JOINT (MEGA-LUG SERIES 2004 PV)                                    |                | 529         | 3.00     | each        | Base Bid | RESTRAINED JOINT (MEGA-LUG SERIES 2004 PV)                                    |                | 529         | 3.00     |
| 21          | Alt No 1 | RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)                                    |                | 529         | 22.00    | each        | Base Bid | RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)                                    |                | 529         | 1.00     |
| 22          | Alt No 1 | CONSTRUCTION STAKING (CONSTRUCTION SURVEY)                                    |                | 801         | 1.00     | Lump sum    | Base Bid | CONSTRUCTION STAKING (CONSTRUCTION SURVEY)                                    |                | 801         | 1.00     |
| 23          | Alt No 1 | GPS AS-BUILT SURVEY   |                | 801         | 1.00     | Lump sum    | Base Bid | GPS AS-BUILT SURVEY   |                | 801         | 1.00     |
| 24          | Alt No 1 | CONSTRUCTION SIGNING AND TRAFFIC CONTROL                                      |                | 802         | 1.00     | Lump sum    | Base Bid | CONSTRUCTION SIGNING AND TRAFFIC CONTROL                                      |                | 802         | 1.00     |
| 25          | Alt No 1 | REMOVE AND REPLACE PAVEMENT (ASPHALT)   | 5              | 812         | 25.00    | square yard | Base Bid | REMOVE AND REPLACE PAVEMENT (ASPHALT)   |                | 812         | 166.00   |
| 26          | Alt No 1 | REMOVE AND REPLACE CONCRETE CURB  |                | 813         | 122.00   | linear foot | Base Bid | REMOVE AND REPLACE CONCRETE CURB  |                | 813         | 30.00    |
| 27          | Alt No 1 | REMOVE AND REPLACE DRIVEWAY (CONCRETE)  | 5              | 813         | 134.00   | square yard | Base Bid | REMOVE AND REPLACE DRIVEWAY (CONCRETE)  |                | 813         | 56.00    |
| 28          | Alt No 1 | SOLID SLAB SODDING  |                | 840         | 1,500.00 | square yard | Base Bid | SOLID SLAB SODDING  |                | 840         | 1,500.00 |

PAY ITEM NOTES:

- CONTRACTOR SHALL VERIFY EXISTING 2-INCH AND 4-INCH WATERLINE AND CONDITION AND VERIFY DIAMETER AND PROVIDE THE REQUIRED FITTING. TO BE INCLUDED IN THE BID ITEM
- INCLUDES CORPORATION STOP
- INCLUDES THE COST OF A COMPLETE SERVICE CONNECTION. COST ALSO INCLUDES 5/8 INCH WATER METER NEPTUNE MACH 10 ULTRASONIC METER, FITTINGS, CONCRETE BOTTOM IN METER CAN, SETTER, METER CAN AND TAIL PIECE STUB OUT
- THE NEW WATERLINE SHALL BE HYDROSTATIC PRESSURE TESTED BEFORE CONNECTING THE NEW SERVICES.
- INCLUDES SAW CUTTING

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| DATE:       | MARCH 28 2025 |
| DRAWN BY:   | GIBBS         |
| CHECKED BY: | R WILLIAMS    |



CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
 SUMMARY OF PAY QUANTITIES



ODOC CONTRACT NO  
 19495 CDBG 24  
 SHEET NO.  
 AC01  
 SHEET 2 OF 16

**GENERAL CONSTRUCTION NOTES**

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-522-6543 OUT OF STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. UNDERGROUND UTILITY LINES DEPICTED IN THESE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION PROVIDED BY THE OWNER AND OTHER SOURCES. NEITHER THE OWNER NOR THE ENGINEER TAKE RESPONSIBILITY FOR THEIR ACCURACY PRIOR TO COMMENCING ANY CONSTRUCTION OR DIGGING OPERATIONS WITHIN THE AREA OF THESE DRAWINGS. A FIELD VERIFICATION AND PHYSICAL EXAMINATION OF THE WORK LIMITS SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHOULD ASSUME THAT ADDITIONAL UNDERGROUND LINES DO EXIST AND ARE NOT SHOWN ON THESE DRAWINGS. THE LOCATIONS, BOTH HORIZONTAL AND VERTICAL SHOWN ON THESE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL "CALL OKIE" FOR COORDINATION AND ASSISTANCE IN LOCATING UNDERGROUND LINES.
4. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (FORM 605-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION. A COPY OF THE EROSION CONTROL PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. POSSIBLE RUBBLE AND DEBRIS MAY BE ENCOUNTERED DURING EXCAVATION. ALL UNSUITABLE BACKFILL MATERIALS SHALL BE REMOVED AND LEGALLY DISPOSED OF.
6. ALL DEBRIS AND OTHER MATERIALS OF ANY NATURE NOT USED IN THIS CONTRACT MUST BE LEGALLY DISPOSED OF, OFF-SITE.
7. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS, BARRICADES, AND CHANNELIZING DEVICES WHICH ARE SHOWN WITH EITHER TYPE "A" OR TYPE "C" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN. LANE CLOSINGS SHALL BE COORDINATED WITH THE CITY OF BETHANY. NO ADDITIONAL PAYMENT, INCIDENTAL CONSTRUCTION.
8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
9. CONTRACTOR SHALL FOLLOW OSHA GUIDELINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING PIPING, CONDUITS, AND UTILITIES PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS BEFORE CONSTRUCTING ANY PERMANENT STRUCTURE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH SURFACE AND SUB-SURFACE CONDITIONS.
14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEMS WHICH ARE QUALIFIED FOR PAYMENT.
15. ALL WORK SHALL BE DONE IN A NEAT AND ORDERLY FASHION BY SKILLED WORKMEN. ALL WORK WILL REQUIRE INSPECTION TO INSURE ACCEPTABLE CONSTRUCTION.
16. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR STORM WATER PERMIT REGULATIONS AND STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES.
17. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
18. ALL REMOVE AND RESET SIGNS TO BE INCIDENTAL CONSTRUCTION, MINIMUM 6 INCH DIAMETER, 3 FEET DEEP, 3000PSI CONCRETE
19. ALL ADDITIONAL WORK NOT CLASSIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION.

**GENERAL CONSTRUCTION NOTES (ROADWAY)**

1. THE CONTRACTOR IS RESPONSIBLE AT NO COST TO THE CITY TO REPAIR ALL DAMAGE TO ROADWAY WITHIN THE PROJECT LIMITS AS SHOWN ON SHEET AC03. THE REPAIR DETAIL IS SHOWN ON SHEET D001 EXCEPT FOR THOSE ITEMS OF WORK SHOWN ON THE PLANS.

**ODEQ NOTES**

IN ACCORDANCE WITH OAC 252-626-19-2(B), REMOVE ALL STONES FOUND IN THE TRENCH TO A DEPTH OF AT LEAST 6 INCHES BELOW THE BOTTOM OF THE PIPE

IN ACCORDANCE WITH OAC 252-626-19-2(B), SEPARATION OF WATER MAINS FROM CONTAMINATION SOURCES MUST MEET THE FOLLOWING STANDARDS

**HORIZONTAL SEPARATION**

MEASURE THE SEPARATION DISTANCE EDGE TO EDGE. LOCATE WATER MAINS AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SEWER LINES. LOCATE WATER MAINS AT LEAST 5 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES, AND OTHER BURIED UTILITY LINES. LOCATED CAST IRON WATERLINES AT LEAST 10 FEET FROM ANY GASOLINE STORAGE TANK AND LINES AND PVC WATER LINES AT LEAST 50 FEET HORIZONTALLY FROM ANY GASOLINE STORAGE TANKS AND LINES. LOCATE WATERLINE AT LEAST 15 FEET FROM ALL PARTS OF SEPTIC TANKS AND ABSORPTION FIELDS OR OTHER SEWAGE TREATMENT AND DISPOSAL SYSTEMS

**VERTICAL SEPARATION**

MEASURE THE SEPARATION DISTANCE FROM EDGE TO EDGE. LAY WATERLINE CROSSING SEWER LINES TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 24 INCHES BETWEEN THE WATER MAIN AND THE SEWER LINE. ARRANGE THE PIPING SO THAT JOINTS IN A 20-FOOT LENGTH OF PVC OF 18-FOOT LENGTH OF CAST IRON SEWER PIPE WO, BE EQUIDISTANCE FROM THE WATER MAIN WHERE A WATER MAIN CROSSES UNDER A SEWER PROVIDE ADEQUATE STRUCTURAL SUPPORT FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN. MAINTAIN A 2-FOOT VERTICAL SEPARATION BETWEEN WATERLINES AND ANY EXISTING OR PROPOSED STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES, AND OTHER BURIED UTILITY LINES

**SPECIAL CONDITION**

WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED IN (1) AND (2) OF THIS SUBSECTION DESIGN AND CONSTRUCT THE OTHER LINE EQUAL TO WATER PIPE AND PRESSURE TEST IT TO ASSURE WATER TIGHTNESS OF JOINT ADJACENT TO THE WATER LINE PRIOR TO BACKFILLING.

IN ACCORDANCE WITH OAC 252-626-19-3(B)(6), THE LOWEST OUTLET SHALL BE INSTALLED NO LESS THAN 18 INCHES ABOVE THE SURROUNDING GRADE AND THE OPERATION NUT HIGHER THAN 4 FEET ABOVE GRADE.

IN ACCORDANCE WITH OAC 252-626-19-9(E), TEST THE INSTALLED PIPE FOR LEAKAGE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATION. LEAKAGE MUST NOT EXCEED 10 GAL/INCH DIAMETER PER MILE OF PIPE PER 24 HOURS AT 150 PSI TESTING PRESSURE

IN ACCORDANCE WITH OAC 252-626-19-2(F), DISINFECT ALL WATERLINES ACCORDING TO AWWA STANDARD SPECIFICATIONS. OBTAIN SAFE BACTERIOLOGICAL SAMPLES ON TWO CONSECUTIVE DAYS BEFORE PLACING THE WATERLINE INTO SERVICE.

IN ACCORDANCE WITH OAC 252-626-19-9(J), INSTALL METAL TRACER WIRE ON ALL NON-FERROUS PIPING USED FOR PUBLIC WATER SUPPLY MAINS.

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 DATE: MARCH 28 2025  
 DRAWN BY: GIBBS  
 CHECKED BY: R. WILLIAMS



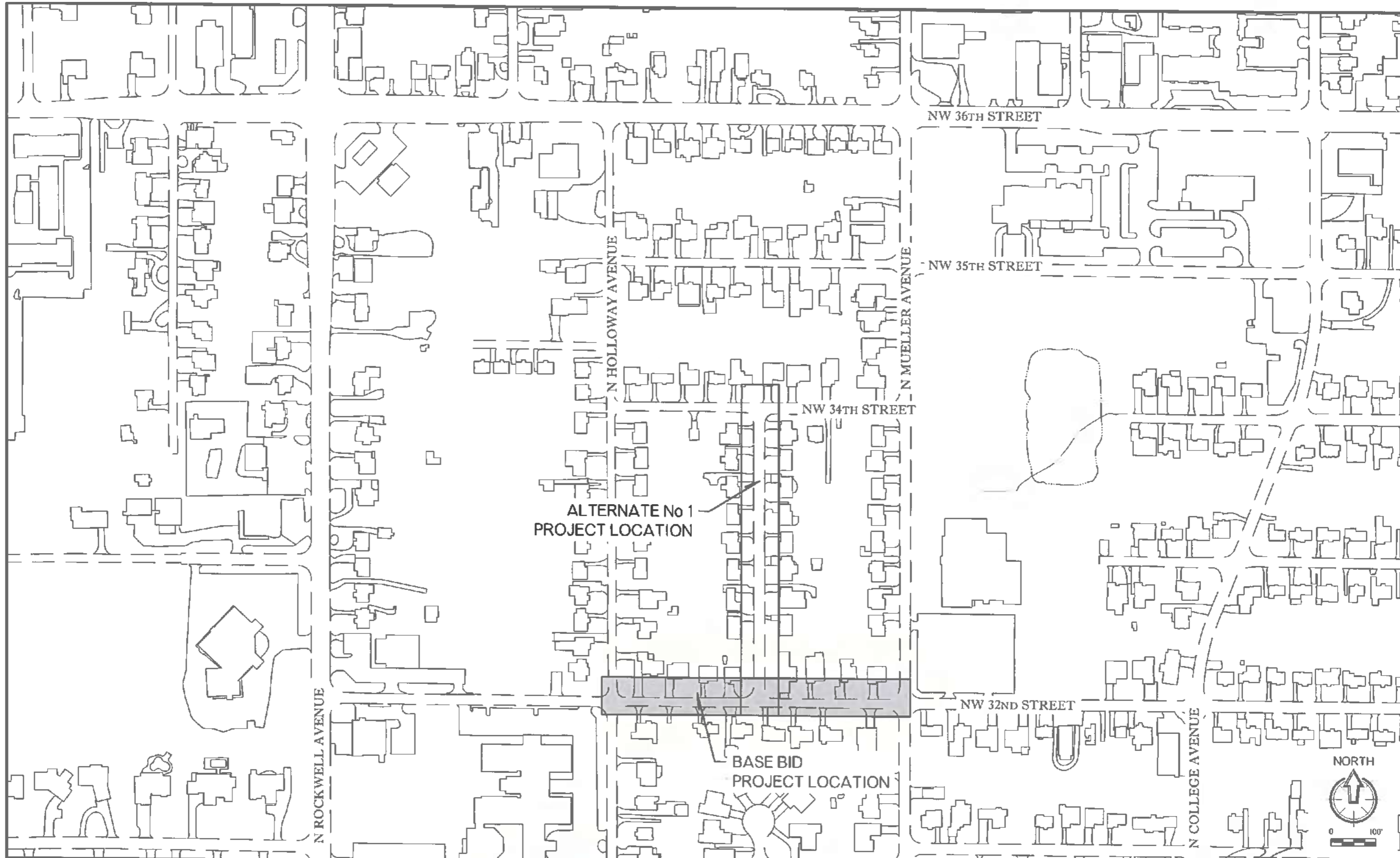
CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
 CONSTRUCTION NOTES



ODOC CONTRACT NO 19495 CDBG 24  
 SHEET NO AC02  
 SHEET 3 OF 16

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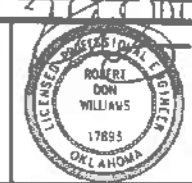
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CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
 PROJECT LOCATION MAP



ODOC CONTRACT NO  
 19495 CDBG 24  
 SHEET NO.  
 AC03  
 SHEET 4 OF 16

**LINETYPE LEGEND**

|                                    | EXISTING | PROPOSED |
|------------------------------------|----------|----------|
| FILTER FABRIC SILT FENCE           |          |          |
| EROSION CALLOUTS                   |          |          |
| CALLOUTS                           |          |          |
| CONTOUR                            |          |          |
| CONTOUR                            |          |          |
| BUILDING LIMIT                     |          |          |
| PERMANENT EASEMENT                 |          |          |
| TEMPORARY EASEMENT                 |          |          |
| EASEMENT CALLOUTS                  |          |          |
| OWNER NAME                         |          |          |
| PROPERTY LINE                      |          |          |
| PROPERTY LOTS                      |          |          |
| PROPERTY PIN                       |          |          |
| RIGHT OF WAY                       |          |          |
| TEMPORARY RIGHT OF WAY             |          |          |
| SECTION LINE                       |          |          |
| QUARTER SECTION LINE               |          |          |
| SIXTEENTH SECTION LINE             |          |          |
| PROPERTY SECTION CALLOUTS          |          |          |
| PROPERTY SECTION CALLOUTS          |          |          |
| PROPERTY CALLOUTS                  |          |          |
| ASPHALT ROAD                       |          |          |
| CONCRETE ROAD                      |          |          |
| DIRT ROAD                          |          |          |
| GRAVEL ROAD                        |          |          |
| GROUND LINE                        |          |          |
| GROUND LINE CALLOUTS               |          |          |
| CROSS SECTION GROUND LINE          |          |          |
| CROSS SECTION GROUND LINE CALLOUTS |          |          |
| ROADWAY STRIPING                   |          |          |
| PROPERTY HATCH                     |          |          |
| ALIGNMENTS                         |          |          |
| CENTER OF EASEMENT ALIGNMENT       |          |          |
| ROADWAY CALLOUTS                   |          |          |
| SANITARY SEWER-PLAN                |          |          |
| SANITARY SEWER STRUCTURES          |          |          |
| SANITARY SEWER HATCH               |          |          |
| SANITARY SEWER CALLOUTS            |          |          |
| STEEL CASING                       |          |          |
| STORM SEWER FLOWLINE               |          |          |
| STORM SEWER PIPE                   |          |          |
| STORM SEWER STRUCTURES             |          |          |
| STORM SEWER HATCH                  |          |          |
| STORM SEWER CALLOUTS               |          |          |
| BENCHMARK CALLOUTS                 |          |          |
| GEOTECH BORE                       |          |          |
| SURVEY CONTROL                     |          |          |
| SURVEY CONTROL CALLOUTS            |          |          |
| MONUMENT                           |          |          |
| MONUMENT TEXT                      |          |          |
| TOPO                               |          |          |
| BUILDING                           |          |          |
| BUILDING FOOTING                   |          |          |
| BUILDING SERVICE                   |          |          |
| BUILDING OVERHANG                  |          |          |
| BRIDGE                             |          |          |
| BREAKLINE                          |          |          |
| CABLE BARRIER                      |          |          |

**SEC-T-N**

SECTION TEXT

PROPERTY OWNERS

**STREET NAME**

TEXT

TEXT

TEXT

REMARKS

|                       | EXISTING | PROPOSED |
|-----------------------|----------|----------|
| CONCRETE PAD          |          |          |
| WATERS EDGE           |          |          |
| BARB WIRE FENCE       |          |          |
| CHAINLINK FENCE       |          |          |
| METAL FENCE           |          |          |
| PLASTIC FENCE         |          |          |
| WOOD FENCE            |          |          |
| DITCH FLOWLINE        |          |          |
| GUARDRAIL             |          |          |
| MAJOR CONTOUR         |          |          |
| CONTOUR CALLOUTS      |          |          |
| MINOR CONTOUR         |          |          |
| RAILROAD              |          |          |
| RETAINING WALL        |          |          |
| TOP OF BANK           |          |          |
| TOE OF SLOPE          |          |          |
| RIPRAP                |          |          |
| SAWCUT                |          |          |
| SIGNAGE               |          |          |
| TOPO CALLOUTS         |          |          |
| TREES                 |          |          |
| TREE OVERHANG         |          |          |
| TREE PROTECTION ZONE  |          |          |
| SIDEWALK              |          |          |
| CABLE LINE            |          |          |
| ELECTRIC LIGHTS       |          |          |
| OVERHEAD ELECTRIC     |          |          |
| POWER UNDERGROUND     |          |          |
| GAS LINE              |          |          |
| OIL PIPELINE          |          |          |
| TELEPHONE UNDERGROUND |          |          |
| FIBER OPTIC           |          |          |
| UTILITY CALLOUTS      |          |          |
| ABANDONED WATER LINE  |          |          |
| WATER APPURTENANCES   |          |          |
| FIRELINE              |          |          |
| WATER PIPE FITTINGS   |          |          |
| IRRIGATION LINE       |          |          |
| WATER PIPE-PLAN       |          |          |
| WATER PIPE-PROFILE    |          |          |
| WATER HATCH           |          |          |
| WATER SERVICE         |          |          |
| WATER LINE CALLOUTS   |          |          |
| TABLE OUTLINE         |          |          |
| TABLE TEXT            |          |          |



**BLOCK LEGEND**

|                                  | EXISTING | PROPOSED |
|----------------------------------|----------|----------|
| BENCHMARK                        |          |          |
| BUILDING-ROOF DRAIN              |          |          |
| CONTROL POINT                    |          |          |
| ELECTRICAL AIR CONDITION         |          |          |
| ELECTRICAL RISER                 |          |          |
| ELECTRICAL TRANSFORMER           |          |          |
| FIRE HYDRANT                     |          |          |
| FIRE CONNECTION                  |          |          |
| FIRE CONNECTION w/STROBE         |          |          |
| FITTING - CAP                    |          |          |
| FITTING - PLUG                   |          |          |
| GAS METER                        |          |          |
| GAS VALVE                        |          |          |
| GUY ANCHOR                       |          |          |
| HIGHWAY-INTERSTATE               |          |          |
| HIGHWAY-US                       |          |          |
| HIGHWAY-STATE                    |          |          |
| LIGHT POLE DOUBLE ARM            |          |          |
| LIGHT LANDSCAPING                |          |          |
| LIGHT POLE SINGLE ARM            |          |          |
| LIGHT POLE-STADIUM               |          |          |
| LIGHT POLE-QUAD ARM              |          |          |
| MAILBOX                          |          |          |
| MANHOLE-ELECTRICAL               |          |          |
| MANHOLE-SANITARY SEWER           |          |          |
| MANHOLE-STORM SEWER              |          |          |
| MANHOLE-TELEPHONE                |          |          |
| MANHOLE-WATER                    |          |          |
| POST-FENCE                       |          |          |
| POST-GATE                        |          |          |
| POST-VENT PIPE                   |          |          |
| POST-SQUARE                      |          |          |
| POWER POLE-DISTRIBUTION          |          |          |
| POWER POLE-TRANSMISSION          |          |          |
| SEWER CLEANOUT                   |          |          |
| SIGNAL-MAST ARM                  |          |          |
| DOUBLE LIGHT SIGNAL-MAST ARM     |          |          |
| TRIPLE LIGHT SIGNAL-RAILROAD ARM |          |          |
| SIGN-SCHOOL                      |          |          |
| SIGN-STREET                      |          |          |
| TELEPHONE RISER                  |          |          |
| TREE-CONIFEROUS                  |          |          |
| TREE-DECIDUOUS                   |          |          |
| TREE-SHRUB                       |          |          |
| VALVE AIR VAC/RELEASE            |          |          |
| VALVE BLOWOFF                    |          |          |
| VALVE IRRIGATION                 |          |          |
| VERTICAL BEND                    |          |          |
| WATER VALVE                      |          |          |
| WATER METER                      |          |          |
| WATER FAUCET                     |          |          |
| WATER WELL                       |          |          |

**HATCH LEGEND**

|                   |  |
|-------------------|--|
| ROCK RIPRAP       |  |
| ROCK BACKFILL     |  |
| AGGREGATE BASE    |  |
| GRAVEL            |  |
| CONCRETE PAVEMENT |  |
| ASPHALT PAVEMENT  |  |
| PAVEMENT REPAIR   |  |
| CASING            |  |
| STRUCTURES        |  |

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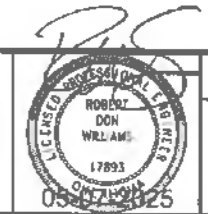
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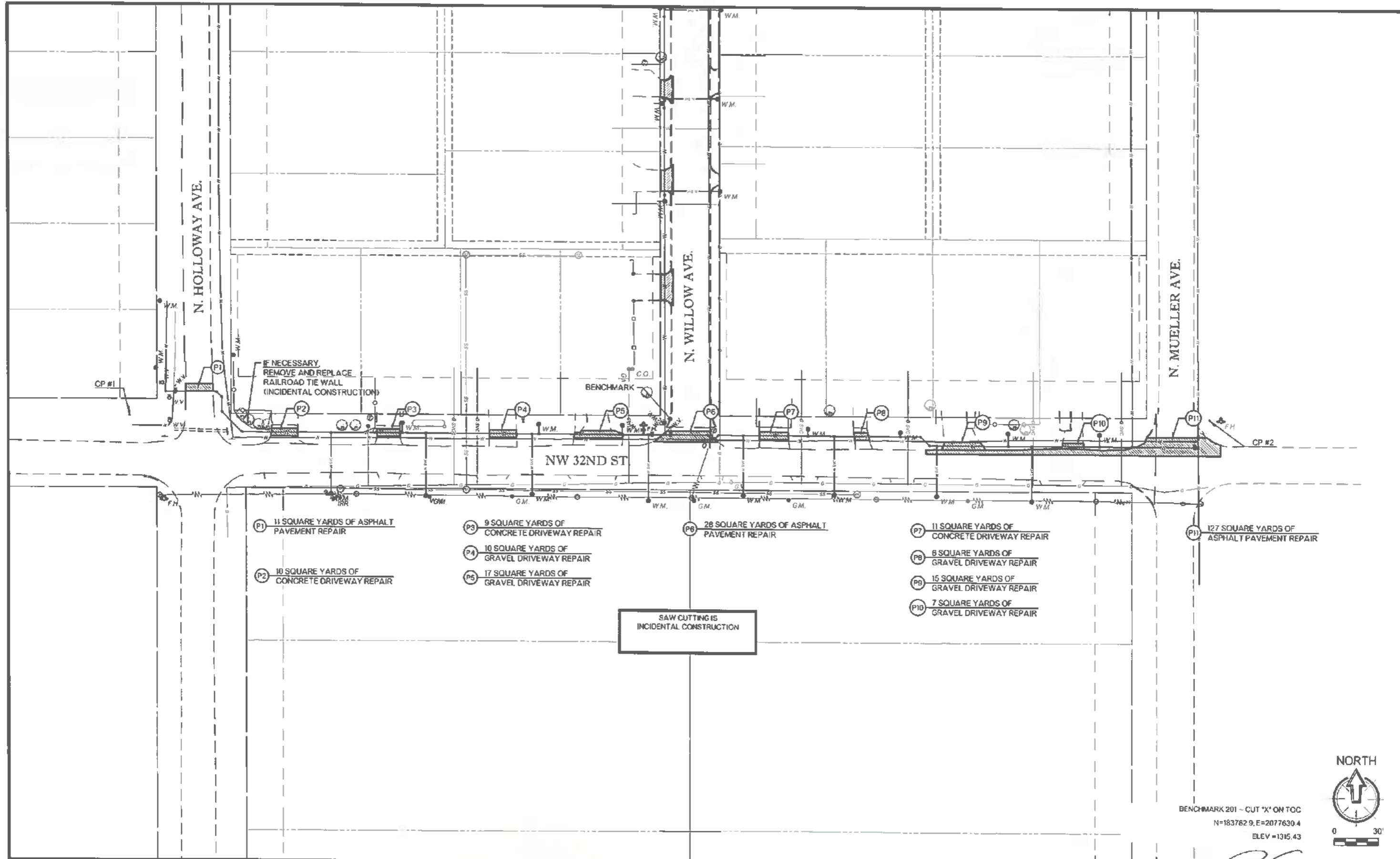
CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

GENERAL  
 LEGEND



ODOC CONTRACT NO 19495 CDBG 24  
 SHEET NO AC04  
 SHEET 5 OF 16

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BENCHMARK 201 - CUT 'X' ON TOC  
 N=183782.9, E=2077630.4  
 ELEV = 1315.43



| REV NO. | DATE | DRWN | CHKD | REMARKS |
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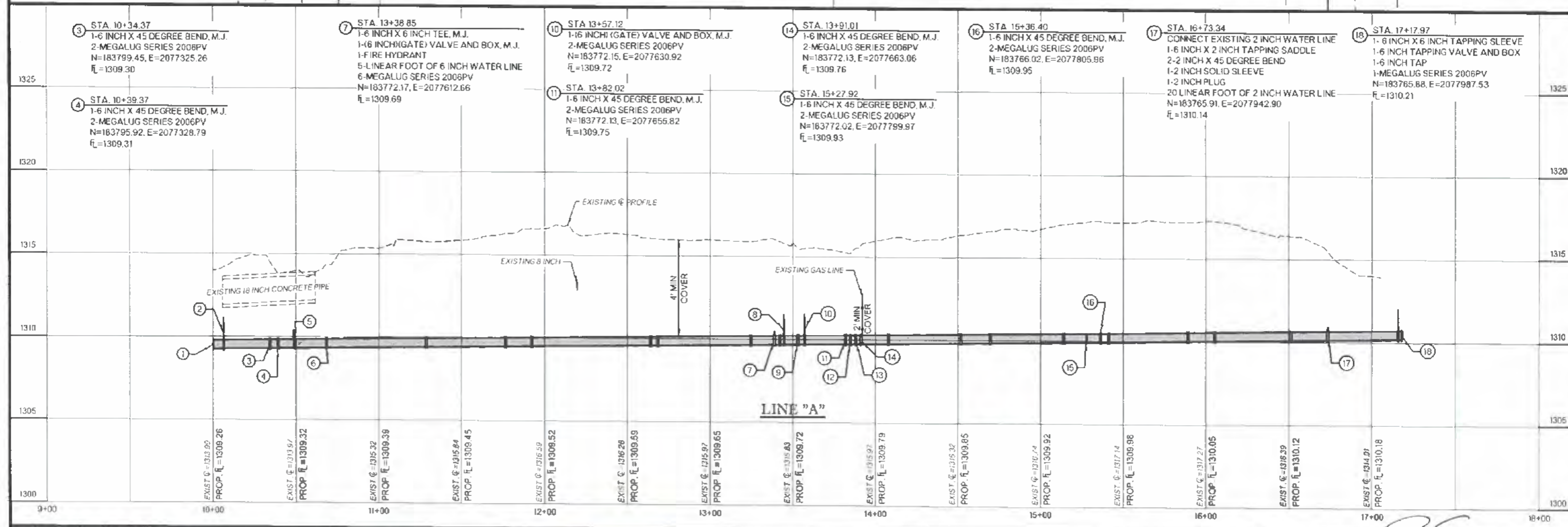
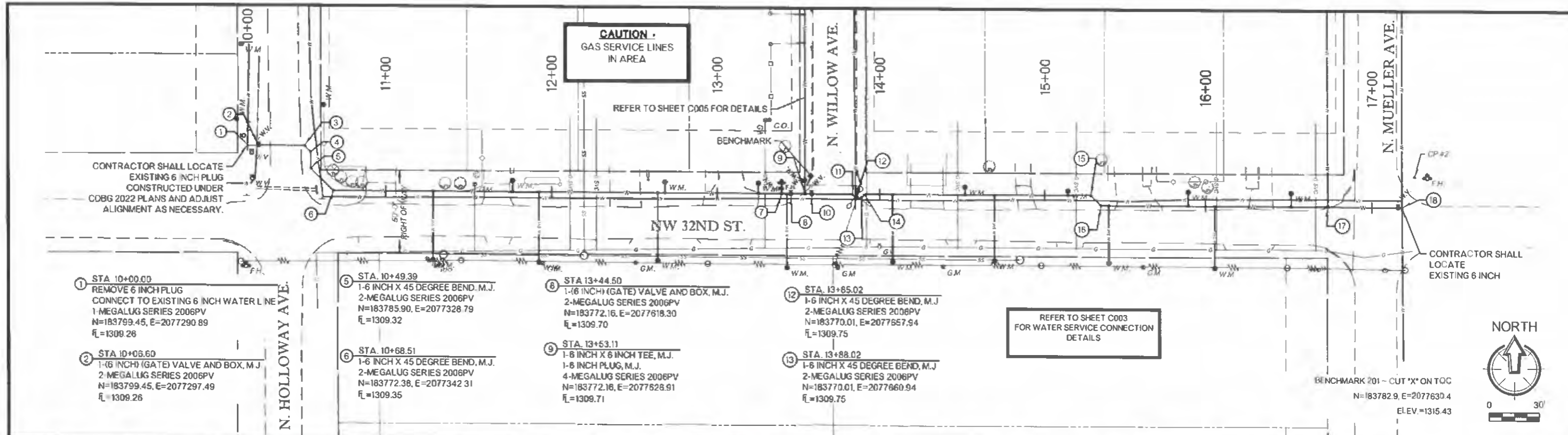
CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
 BASE BID  
 DEMOLITION PLAN



ODOC CONTRACT NO  
 19495 CDBG 24  
 SHEET NO.  
 C001  
 SHEET 6 OF 16

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- 1 STA 10+00.00  
REMOVE 6 INCH PLUG  
CONNECT TO EXISTING 6 INCH WATER LINE  
1-MEGALUG SERIES 2006PV  
N=183799.45, E=2077290.89  
FL=1309.26
- 2 STA 10+06.60  
1-(6 INCH) (GATE) VALVE AND BOX, M.J.  
2-MEGALUG SERIES 2006PV  
N=183799.45, E=2077297.49  
FL=1309.26
- 3 STA 10+34.37  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183799.45, E=2077325.26  
FL=1309.30
- 4 STA 10+39.37  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183795.92, E=2077328.79  
FL=1309.31
- 5 STA 10+49.39  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183785.90, E=2077328.79  
FL=1309.32
- 6 STA 10+68.51  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.38, E=2077342.31  
FL=1309.35
- 7 STA 13+38.85  
1-6 INCH X 6 INCH TEE, M.J.  
1-(6 INCH) (GATE) VALVE AND BOX, M.J.  
1-FIRE HYDRANT  
5-LINEAR FOOT OF 6 INCH WATER LINE  
6-MEGALUG SERIES 2006PV  
N=183772.17, E=2077612.66  
FL=1309.69
- 8 STA 13+44.50  
1-(6 INCH) (GATE) VALVE AND BOX, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.16, E=2077618.30  
FL=1309.70
- 9 STA 13+53.11  
1-6 INCH X 6 INCH TEE, M.J.  
1-6 INCH PLUG, M.J.  
4-MEGALUG SERIES 2006PV  
N=183772.16, E=2077628.91  
FL=1309.71
- 10 STA 13+57.12  
1-(6 INCH) (GATE) VALVE AND BOX, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.15, E=2077630.92  
FL=1309.72
- 11 STA 13+82.02  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.13, E=2077655.82  
FL=1309.75
- 12 STA 13+85.02  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183770.01, E=2077657.94  
FL=1309.75
- 13 STA 13+88.02  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183770.01, E=2077660.94  
FL=1309.75
- 14 STA 13+91.01  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.13, E=2077663.06  
FL=1309.76
- 15 STA 15+27.92  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183772.02, E=2077799.97  
FL=1309.93
- 16 STA 15+36.40  
1-6 INCH X 45 DEGREE BEND, M.J.  
2-MEGALUG SERIES 2006PV  
N=183766.02, E=2077805.96  
FL=1309.95
- 17 STA 16+73.34  
CONNECT EXISTING 2 INCH WATER LINE  
1-6 INCH X 2 INCH TAPPING SADDLE  
2-2 INCH X 45 DEGREE BEND  
1-2 INCH SOLID SLEEVE  
1-2 INCH PLUG  
20 LINEAR FOOT OF 2 INCH WATER LINE  
N=183765.91, E=2077942.90  
FL=1310.14
- 18 STA 17+17.97  
1-6 INCH X 6 INCH TAPPING SLEEVE  
1-6 INCH TAPPING VALVE AND BOX  
1-6 INCH TAP  
1-MEGALUG SERIES 2006PV  
N=183765.88, E=2077987.53  
FL=1310.21

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CHECKED BY: R WILLIAMS

**TEIM DESIGN**

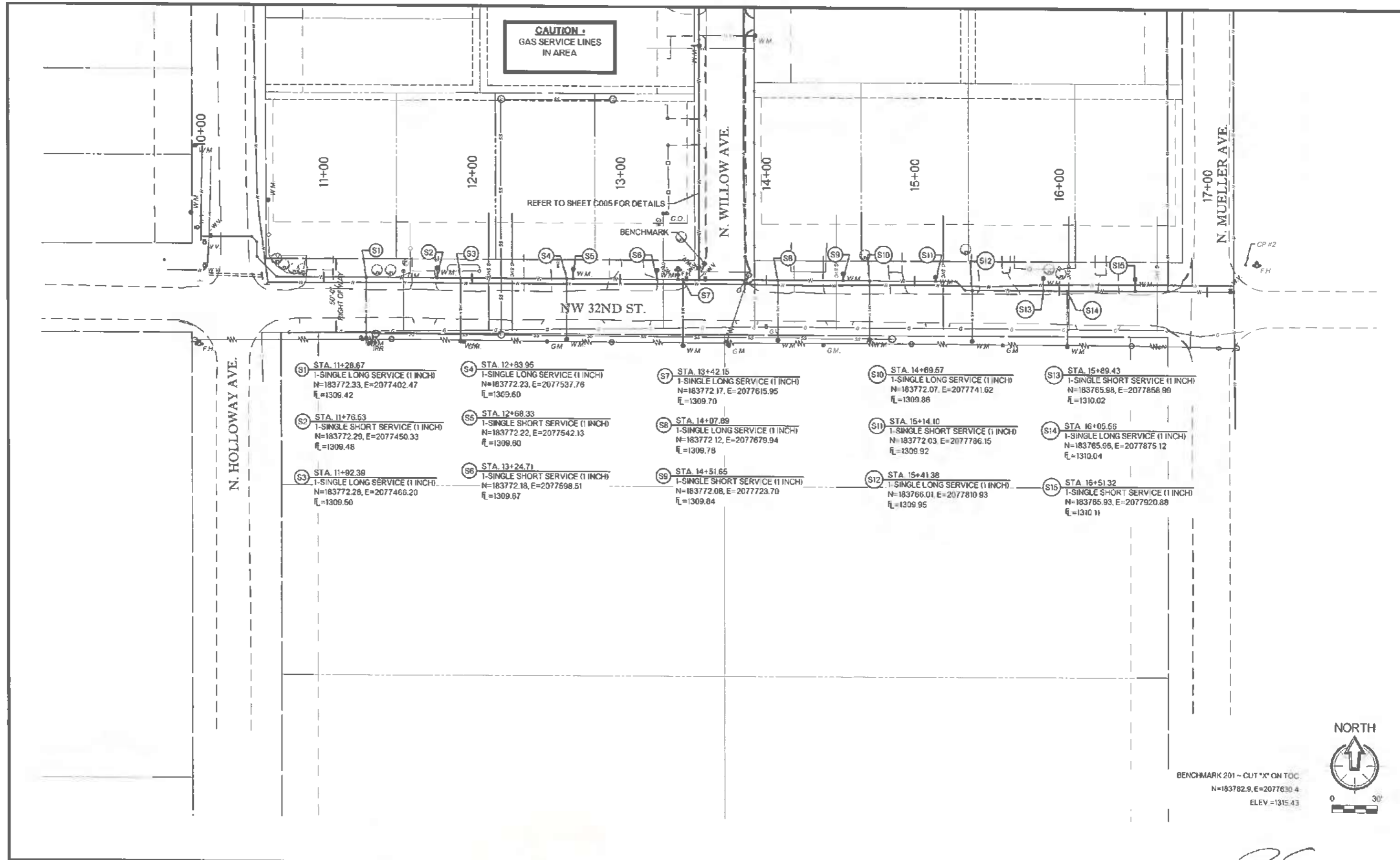
CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
BASE BID  
PROPOSED 6 INCH WATER LINE  
PLAN AND PROFILE

ODOC CONTRACT NO 19495 CDBG 24  
SHEET NO C002  
SHEET 7 OF 16

PROFESSIONAL ENGINEER  
ROGER DON WILLIAMS  
17893  
05/04/2025

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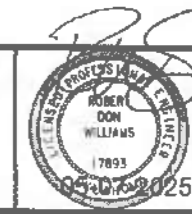
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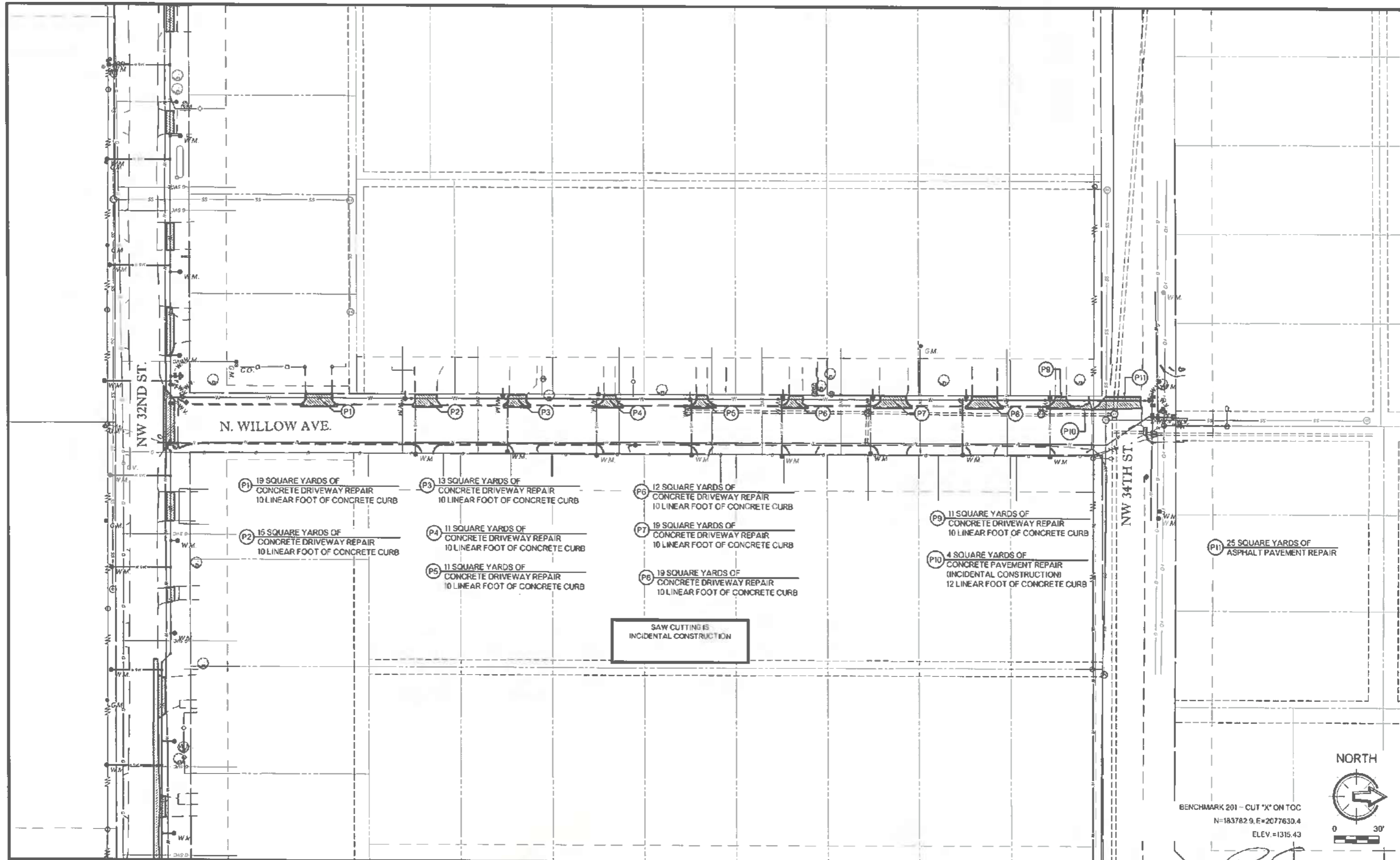
CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
BASE BID  
WATER SERVICE CONNECTIONS



ODOC CONTRACT NO  
19495 CDBG 24  
SHEET NO  
C003  
SHEET 8 OF 16

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BENCHMARK 201 - CUT "X" ON TOC  
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 ELEV.=1315.43



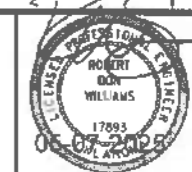
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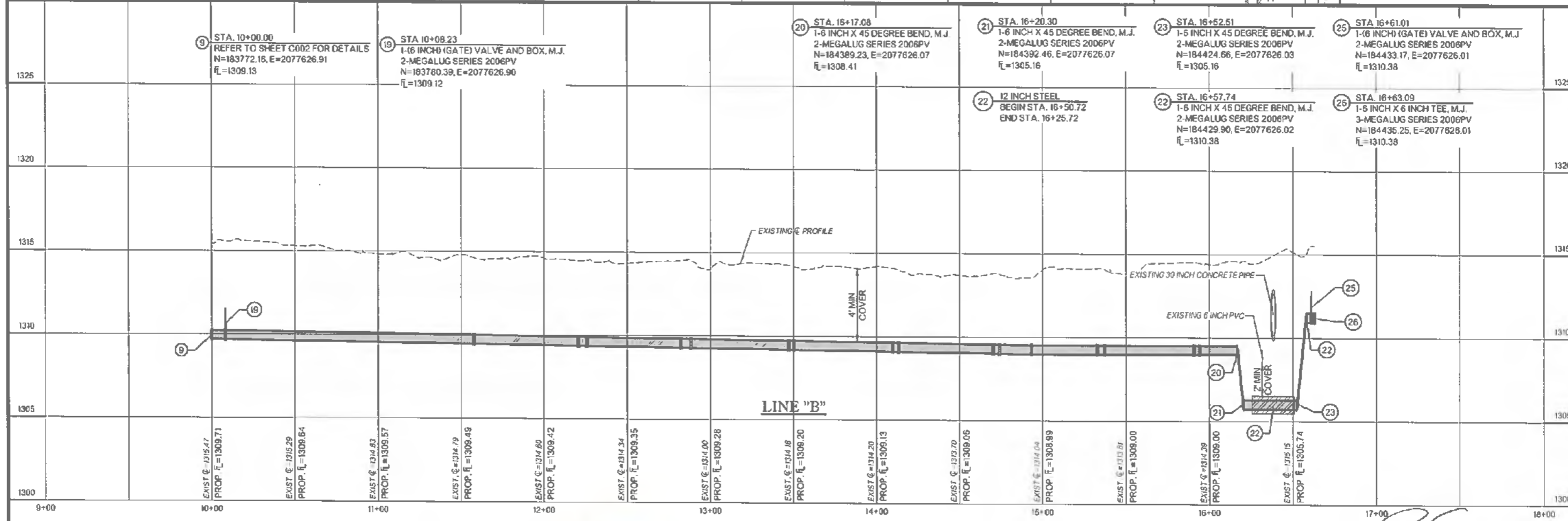
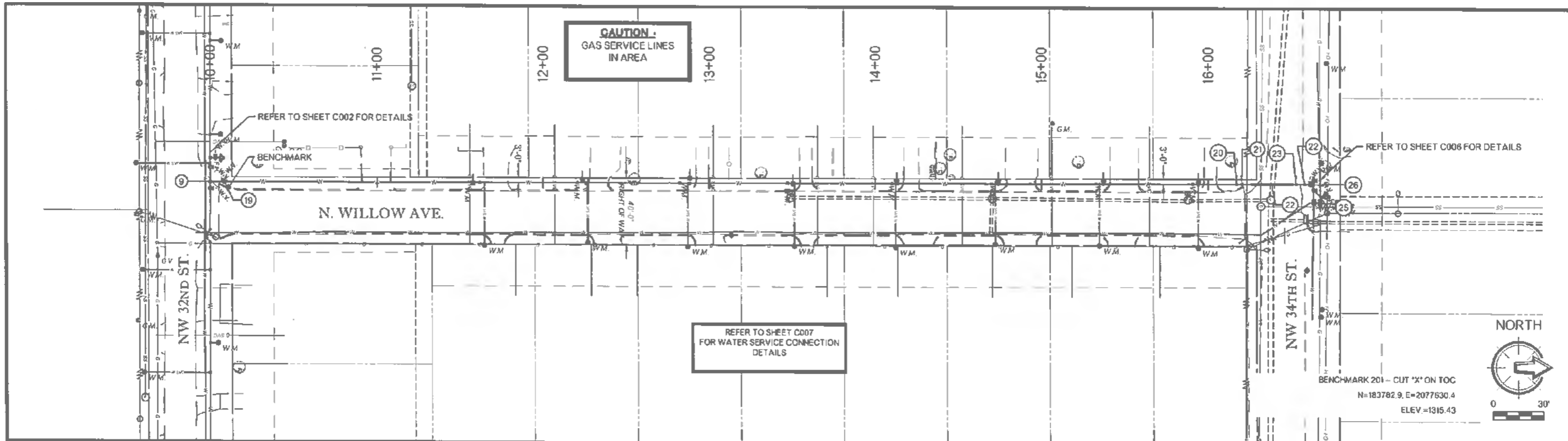


CITY OF BETHANY  
 ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
 ALTERNATE No 1  
 DEMOLITION PLAN



ODOC CONTRACT NO  
 18495 CDBG 24  
 SHEET NO.  
 C004  
 SHEET 9 OF 16



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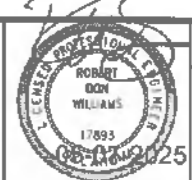
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| DATE        | MARCH 28 2025 |
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| CHECKED BY: | R. WILLIAMS   |



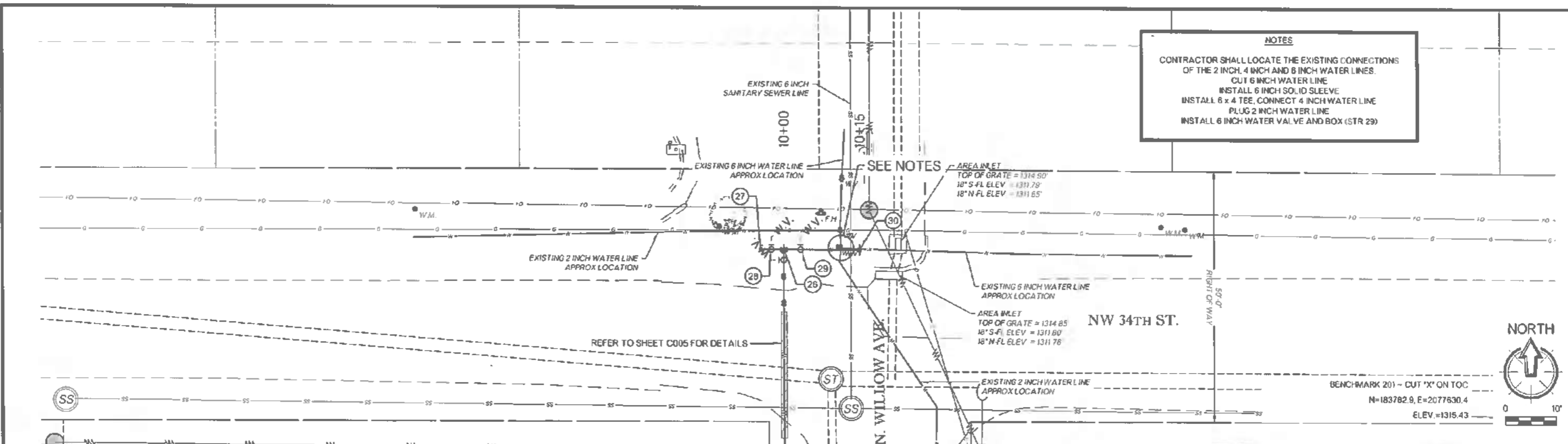
CITY OF BETHANY  
**ODOC COMMUNITY DEVELOPMENT BLOCK  
 GRANT WATERLINE REPLACEMENT PROJECT**

CIVIL  
 ALTERNATE No 1  
**PROPOSED 6 INCH WATER LINE  
 PLAN AND PROFILE**



ODOC CONTRACT NO  
 19495 CDBG 24  
 SHEET NO  
**C005**  
 SHEET 10 OF 16

**NOTES**  
 CONTRACTOR SHALL LOCATE THE EXISTING CONNECTIONS OF THE 2 INCH, 4 INCH AND 6 INCH WATER LINES.  
 CUT 6 INCH WATER LINE  
 INSTALL 6 INCH SOLID SLEEVE  
 INSTALL 6 x 4 TEE, CONNECT 4 INCH WATER LINE  
 PLUG 2 INCH WATER LINE  
 INSTALL 6 INCH WATER VALVE AND BOX (STR 29)

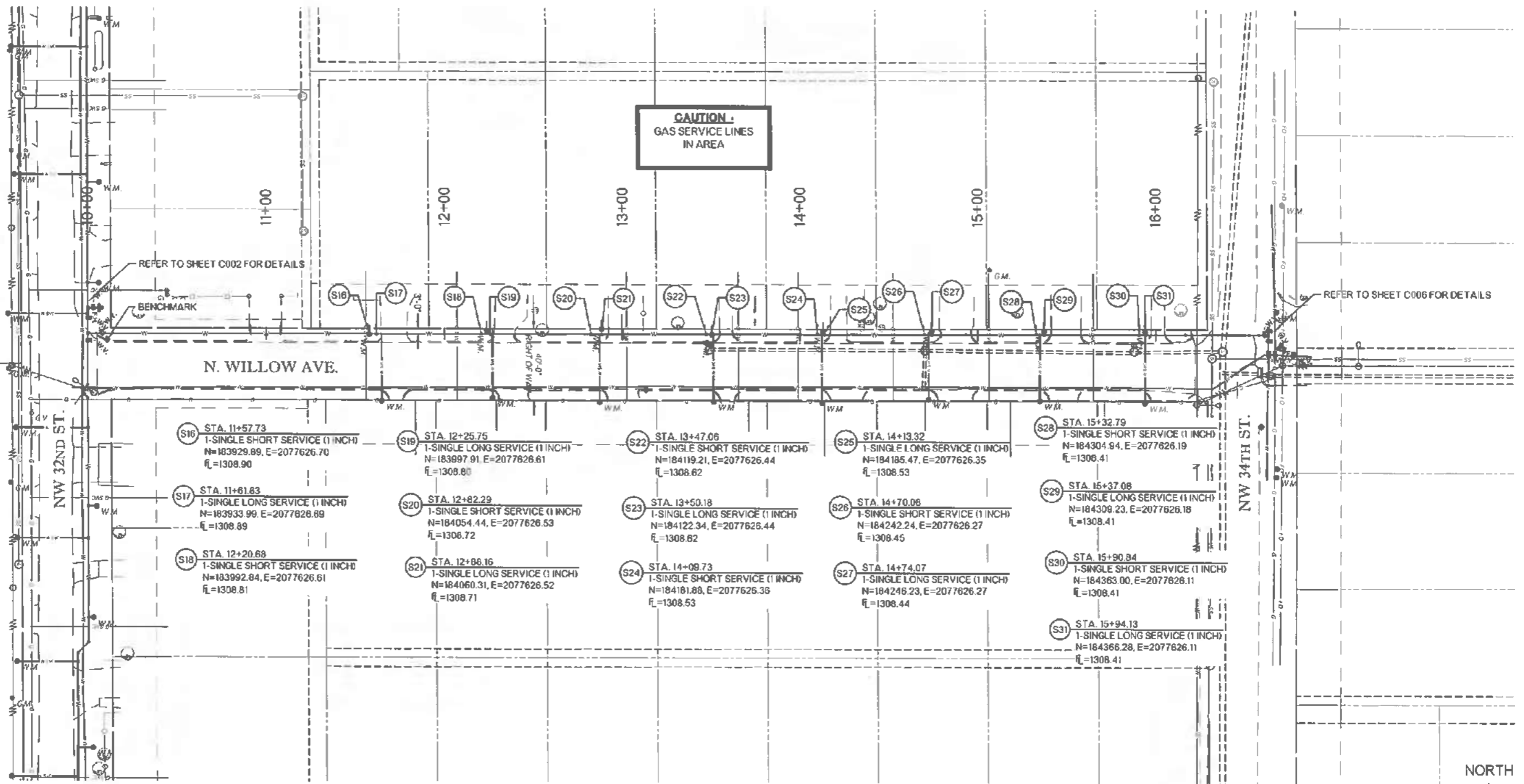


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|------|--|--|------|
| 1315 | <p>26 STA. 10+00.00<br/>         REFER TO SHEET C004 FOR DETAILS<br/>         N=184435.25, E=2077626.01</p>  |  | 1315 |
|      | <p>27 STA. 9+95.39<br/>         1-6 INCH PLUG, M.J.<br/>         1-MEGALUG SERIES 2006PV<br/>         N=184435.25, E=2077621.40<br/>         I<sub>L</sub>=1310.97</p>   |  |      |
|      | <p>28 STA. 9+97.52<br/>         1-(6 INCH) (GATE) VALVE AND BOX, M.J.<br/>         2-MEGALUG SERIES 2006PV<br/>         N=184435.25, E=2077623.53<br/>         I<sub>L</sub>=1310.97</p>   |  |      |
|      | <p>29 STA. 10+03.27<br/>         1-(6 INCH) (GATE) VALVE AND BOX, M.J.<br/>         2-MEGALUG SERIES 2006PV<br/>         N=184435.25, E=2077629.29<br/>         I<sub>L</sub>=1310.97</p>  |  |      |
| 1310 | <p>30 STA. 10+15.01<br/>         CONNECT TO EXISTING 6 INCH WATER LINE<br/>         1-6 INCH SOLID SLEEVE, M.J.<br/>         2-MEGALUG SERIES 2006PV<br/>         N=184435.25, E=2077641.02<br/>         I<sub>L</sub>=1310.97</p> |  | 1310 |
| 1308 |  |  | 1308 |

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|--|---------|------|------|---------|---------|--|--|--|--|--|---|--|--|---|--|---|
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|   |   |   |   |   |
|---|---|---|---|---|
| S16<br>STA. 11+57.73<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=183929.89, E=2077626.70<br>E <sub>L</sub> =1308.90 | S19<br>STA. 12+25.75<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=183997.91, E=2077626.61<br>E <sub>L</sub> =1308.80  | S22<br>STA. 13+47.06<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184119.21, E=2077626.44<br>E <sub>L</sub> =1308.62 | S25<br>STA. 14+13.32<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184185.47, E=2077626.35<br>E <sub>L</sub> =1308.53  | S28<br>STA. 15+32.79<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184304.94, E=2077626.19<br>E <sub>L</sub> =1308.41 |
| S17<br>STA. 11+61.83<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=183933.99, E=2077626.69<br>E <sub>L</sub> =1308.89  | S20<br>STA. 12+82.29<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184054.44, E=2077626.53<br>E <sub>L</sub> =1308.72 | S23<br>STA. 13+50.18<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184122.34, E=2077626.44<br>E <sub>L</sub> =1308.62  | S26<br>STA. 14+70.06<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184242.24, E=2077626.27<br>E <sub>L</sub> =1308.45 | S29<br>STA. 16+37.08<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184309.23, E=2077626.18<br>E <sub>L</sub> =1308.41  |
| S18<br>STA. 12+20.68<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=183992.84, E=2077626.61<br>E <sub>L</sub> =1308.81 | S21<br>STA. 12+86.16<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184060.31, E=2077626.52<br>E <sub>L</sub> =1308.71  | S24<br>STA. 14+09.73<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184181.88, E=2077626.36<br>E <sub>L</sub> =1308.53 | S27<br>STA. 14+74.07<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184246.23, E=2077626.27<br>E <sub>L</sub> =1308.44  | S30<br>STA. 15+90.84<br>1-SINGLE SHORT SERVICE (1 INCH)<br>N=184363.00, E=2077626.11<br>E <sub>L</sub> =1308.41 |
|   |   |   |   | S31<br>STA. 15+94.13<br>1-SINGLE LONG SERVICE (1 INCH)<br>N=184366.28, E=2077626.11<br>E <sub>L</sub> =1308.41  |

**CAUTION:**  
GAS SERVICE LINES  
IN AREA

BENCHMARK 201 - CUT 'X' ON TOC  
N=183782.9, E=2077630.4  
ELEV=1315.43



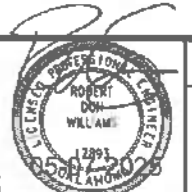
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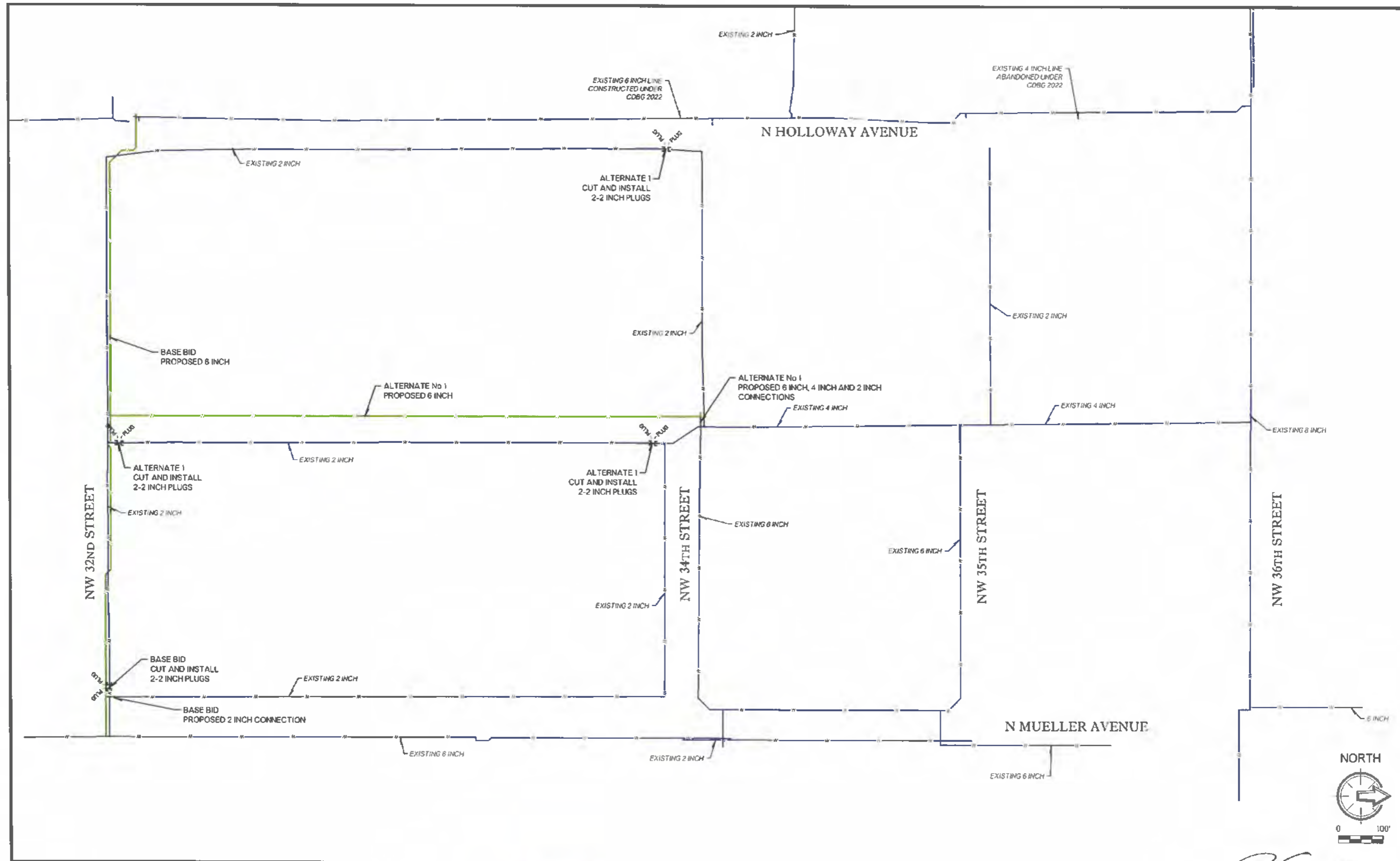
CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
ALTERNATE No 1  
WATER SERVICE CONNECTIONS



ODOC CONTRACT NO  
19495 CDBG 24  
SHEET NO  
C007  
SHEET 12 OF 16

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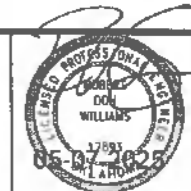
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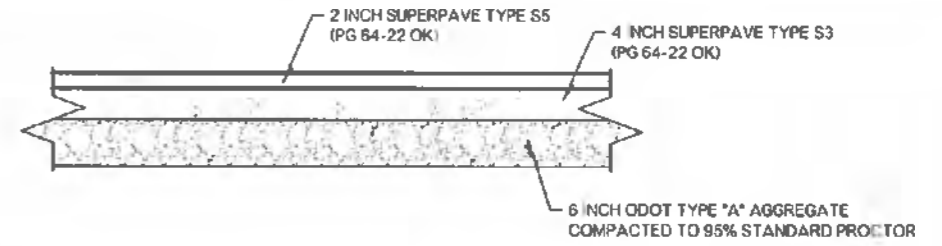


CITY OF BETHANY  
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 GRANT WATERLINE REPLACEMENT PROJECT

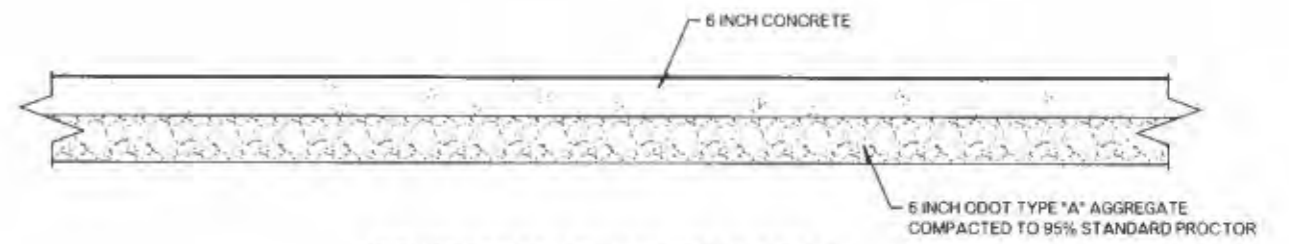
CIVIL  
 WATER LINE ABANDONMENT PLAN



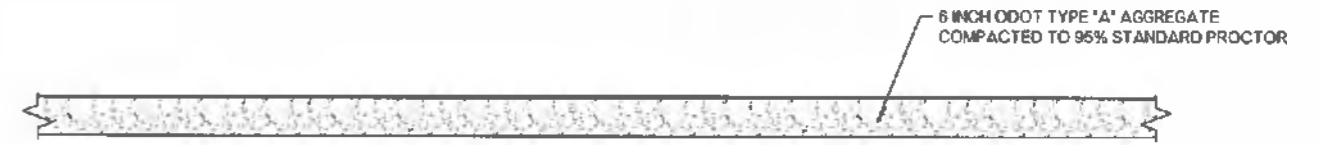
ODOC CONTRACT NO 19495 CDBG 24  
 SHEET NO. C008  
 SHEET 13 OF 16



**ASPHALT PAVEMENT REPAIR AND  
ROADWAY REPAIR DETAIL  
DAMAGED DUE TO CONSTRUCTION**  
N.T.S.



**CONCRETE DRIVEWAY REPAIR DETAIL**  
N.T.S.



**GRAVEL DRIVEWAY REPAIR DETAIL**  
N.T.S.

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CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
MISCELLANEOUS DETAILS



ODOC CONTRACT NO  
18495 CDBG 24  
SHEET NO  
D001  
SHEET 14 OF 16

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: NW 32nd STREET BETWEEN HOLLOWAY AVENUE  
AND MUELLER AVENUE

PROJECT DESCRIPTION: CONSTRUCTION OF NEW 6 INCH WATER LINE

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

- INSTALL EROSION CONTROL DEVICES
- CONSTRUCTION PROJECT
- REMOVE EROSION CONTROL DEVICES
- CLEAN PROJECT SITE

TOTAL AREA TO BE DISTURBED: 0.30 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.70

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF  
NORTH CANADIAN RIVER

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONST. ACTIVITIES HAVE CEASED FOR OVER 21 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- TEMPORARY BRUSH SEDIMENT BARRIERS
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY BALE BARRIERS
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- SANDBAG BERMS
- ROCK FILTER DAMS (STONE DAM)
- TEMPORARY SLOPE DRAIN
- PAVED DITCH & DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- RIP RAP
- TEMPORARY STREAM CROSSINGS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- INLET SEDIMENT FILTER
- STABILIZED CONSTRUCTION EXIT
- ROCK BAG SILT FENCE

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPALLIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES (AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE). POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORMWATER POLLUTION PREVENTION PLAN (SW3P) IS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR TO CITY STORMWATER DEPT. AND COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS DEVELOPED, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE BASIC GOAL OF STORMWATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORMWATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION.

IN ADDITION:

\*EPA - FINAL NPDES GENERAL PERMITS FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES; NOTES FEDERAL REGISTER, MONDAY, JULY 6, 1998 VOLUME 63, NUMBER 128

\*ODEQ - GENERAL PERMIT (OKR10) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA \*ODEQ - WATER QUALITY DIVISION, OCTOBER 18, 2017

CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUALS TO OR GREATER THAN ONE (1) ACRE OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 506-002a) FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF BETHANY STORMWATER QUALITY.

A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.

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DATE: MARCH 28 2025  
DRAWN BY: GIBBS  
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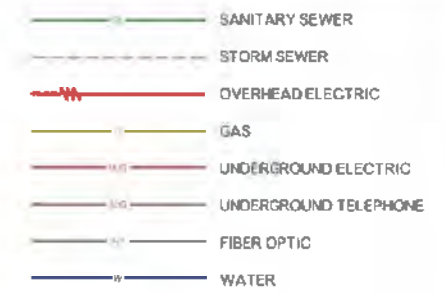


CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

GENERAL  
STORMWATER POLLUTION  
PREVENTION PLAN



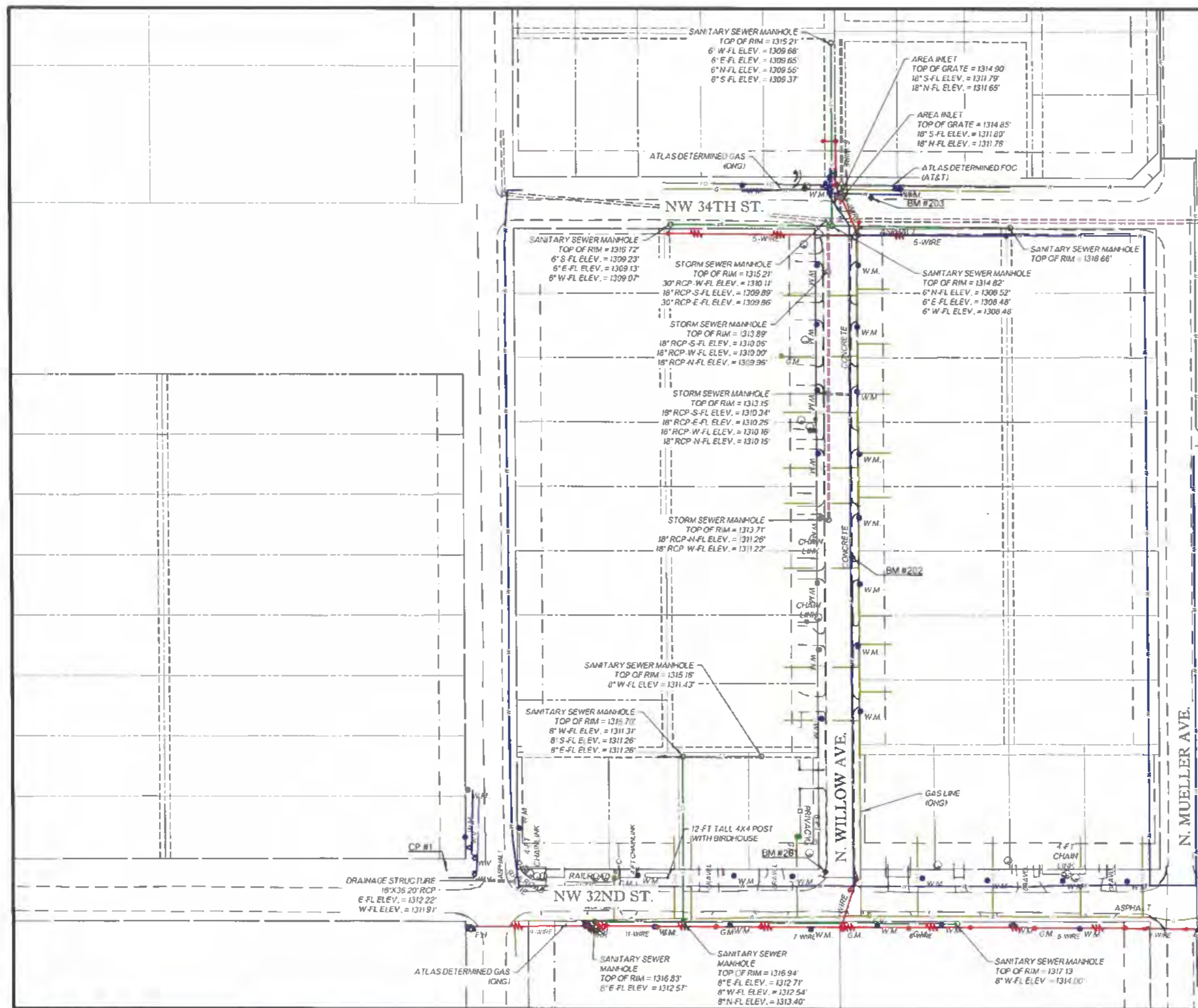
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SHEET 15 OF 16



| Benchmark Table |                  |          |           |           |
|-----------------|------------------|----------|-----------|-----------|
| Point #         | Description      | Northing | Easting   | Elevation |
| BM 201          | BM SET CUT X TOC | 183782.9 | 2077630.4 | 1315.43'  |
| BM 202          | BM SET CUT X TOC | 184085.3 | 2077657.6 | 1314.28'  |
| BM 203          | BM SET CUT X TOC | 184431.1 | 2077677.4 | 1315.97'  |

| Control Point Table |                             |             |              |           |
|---------------------|-----------------------------|-------------|--------------|-----------|
| Point #             | Description                 | Northing    | Easting      | Elevation |
| CP 1                | CP SET 5/BM 1P W CEC CP CAP | 183783.4560 | 2077266.3590 | 1313.572' |
| CP 2                | CP SET 5/BM 1P W CEC CP CAP | 183794.3900 | 2077995.1330 | 1313.98'  |
| CP 347              | CP N1 OKC                   | 185148.4620 | 2075479.6340 | 1325.752' |

- SURVEY CONTROL DATA**
- HORIZONTAL DATUM IS TIED TO OKLAHOMA CITY SURVEY CONTROL POINT # 347 WHICH IS ADJUSTED TO THE OKLAHOMA STATE PLANE NAD 83 (1993) COORDINATE SYSTEM, NORTH ZONE.**
  - BEARINGS:**  
THE BEARINGS SHOWN HEREIN OR HEREON ARE GRID BEARINGS DERIVED FROM THE USC & GS OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL.
  - VERTICAL CONTROLS**  
A. LEVEL DATUM IS NGS, NAVD 88, PER OKLAHOMA CITY SURVEY CONTROL POINT # 347 AND ADJUSTED FROM PRIMARY CONTROL UTILIZING DIFFERENTIAL LEVELING TECHNIQUES.  
B. ACCURACY - 3RD ORDER OR BETTER



BENCHMARK 201 - CUT 'X' ON TOC  
N=183782.9, E=2077630.4  
ELEV = 1315.43

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SCALE: AS SHOWN  
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CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
ODOC COMMUNITY DEVELOPMENT BLOCK  
GRANT WATERLINE REPLACEMENT PROJECT

CIVIL  
SURVEY DATA



ODOC CONTRACT NO 19495 CDBG 24  
SHEET NO S001  
SHEET 16 OF 16

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# STORM WATER MANAGEMENT EROSION AND SEDIMENT CONTROL NOTES

## GENERAL NOTES

The following are requirements to be followed by the Contractor during all phases of the project. Please note that this construction will be accomplished under the provisions of the National Pollutant Discharge Elimination System (NPDES) of the U.S. Environmental Protection Agency (EPA). A Storm Water Pollution Prevention Plan (SWP3) must be prepared for this project in conformance with EPA regulations (Code of Federal Regulations (CFR) 40, Part 122) and Oklahoma Department of Environmental Quality (ODEQ) General Permit (OKR-10). The Contractor will be responsible for compliance with the NPDES permit and the SWP3, as well as with all provisions of the plans and specifications. It will also be the Contractor's responsibility to prevent soil or sediment loss from the construction site. The Contractor shall not leave the site until all erosion control, sediment control, and storm water management practices are in place; have been inspected and found satisfactory; and all temporary practices have been properly removed.

## STORM WATER MANAGEMENT

The project must be designed to provide positive post-construction control of storm water runoff from the site [using gutters, curbs, inlets, piping, and outlets to the receiving stream]. The erosion and sediment control measures discussed below will also provide some temporary storm water controls. During the course of construction, the contractor will install and maintain storm water controls in the sequence specified herein to provide comprehensive management of storm water for a project of this nature.

## EROSION AND SEDIMENT CONTROL

The project must be designed to minimize adverse off-site effects of soil erosion and resulting sediment loss through the use of proper construction techniques; and by installing both temporary and permanent management practices. All soil-disturbing activities performed by the Contractor will be accomplished in such manner as to prevent loss of sediment from the construction site during rainfall events. To accomplish this, the following specific steps will be taken during construction:

- 1 Immediately after mobilization but prior to initiation any soil-disturbing activities, the Contractor will install all specified perimeter controls on the site. These practices have been designed to trap all sediment produced during soil-disturbing activities, and to prevent off-site damage. It is recognized that some site preparation may be required to properly install these practices.
- 2 The recommended sequence for the installation and removal of erosion and sediment control measures is as follows:  
perimeter control measures (silt barriers and fencing) installed at designated areas; cleaning of street during construction; site grading (including temporary slope stabilization) as needed; installation of utilities; building construction; paving; final grading; installation of sod or vegetative materials; building construction; paving; final grading; installation of sod or vegetative materials; removal of temporary practices and perimeter controls; and site cleanup.
- 3 During all soil-disturbing activities, the Contractor will take appropriate steps using accepted construction methods to minimize exposure of unprotected soil and other construction materials to rainfall. Particular care must be exercised when dealing with topsoil stockpiles, fill material, or soil on slopes. The Contractor will maintain a date log of all soil disturbance activities or major grading operations, and of all management practice or control measure installations.

- 4 If, during the course of construction, any area of soil (including stockpiles) remains exposed for more than fourteen calendar days without suitable erosion control, then temporary stabilization measures should be installed unless soil-disturbing activities are planned on such areas within an additional seven calendar days. Suitable temporary stabilization measures are perimeter controls and silt barriers (such as rock bags, sand bags, and silt fencing) along all side-slope and down-slope borders of the disturbed area. Note that perimeter controls alone may not be successful; movement of large amounts of sediment produced by heavy rain on exposed soil could overwhelm such measures.
- 5 At the Contractor's discretion, additional temporary erosion control practices (such as rock bags, sand bag barriers, and silt fences) may be installed along any down-slope of side-slope perimeter of a soil-disturbed area to prevent sediment movement. Anchored erosion control matting, mulches, or other acceptable methods may also be installed to stabilize any unprotected slopes during construction, and hold them to the appropriate grade.

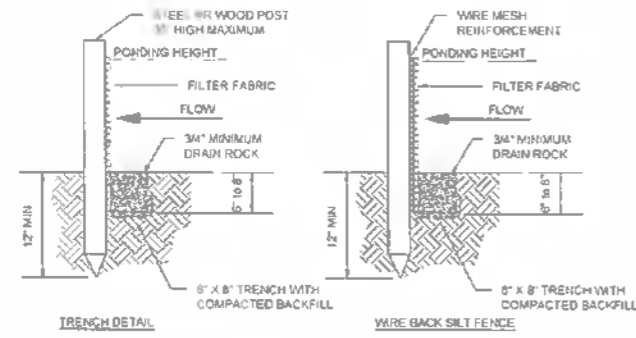
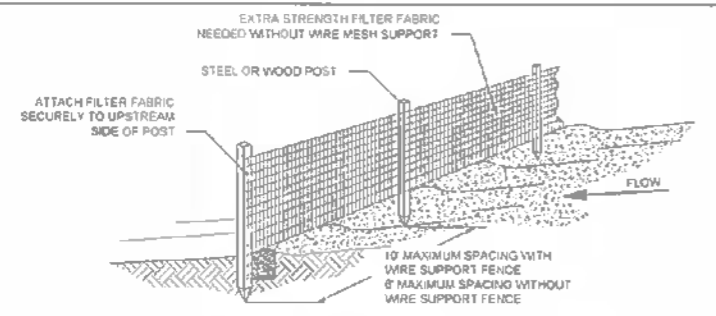
As site conditions warrant, the Contractor may also choose to modify the type or arrangement of specified practices to improve their effectiveness. As with any other project changes, the Contractor must present all proposed modifications to the Project Engineer for approval prior to installation.

- 6 The Contractor will inspect all specified practices at least once every fourteen calendar days, and after all rainfall events to insure that each specified practice remains intact. Any damage noted during such inspections shall be repaired promptly to restore the practice to original specifications. The Contractor will be responsible for maintenance of all erosion and sediment control practices as specified in the plans, including periodic regrading, and final grading after removal of all such practices.
- 7 When water is used for dust control or to promote vegetation, the Contractor will prevent the escape of this water and any sediment it may carry from the construction site.
- 8 Care must be exercised to prevent excessive off-site tracking of mud or sediment by construction vehicles. In addition to the specified gravel entrance, properly graveled transition areas should be established at all temporary site exits to assist in mud removal from departing vehicles. The Contractor shall be responsible for cleaning the street daily, or as directed by the City, when mud is tracked onto the street from the construction site.
- 9 During the site cleanup prior to the possession date, each temporary practice will be completely removed and the area finished to the appropriate post-project condition. This involves final grading, and installation of sod or grass seed on all bare soil areas. A minimum vegetation density of seventy percent, or an equivalent sediment stabilization measure (geotextiles, mulches, or gabions), is required until vegetation is established.



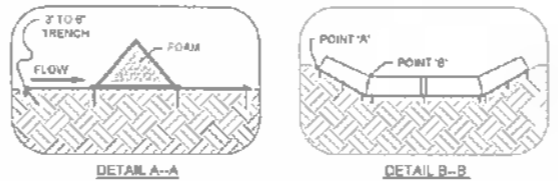
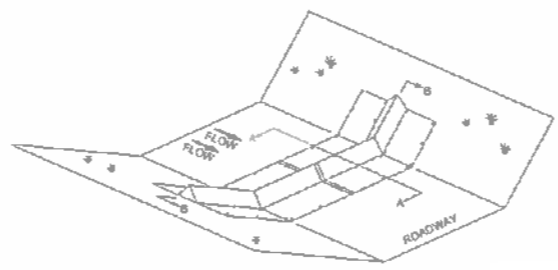


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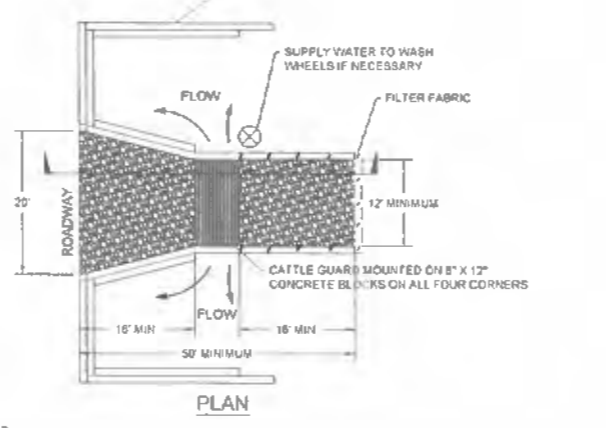
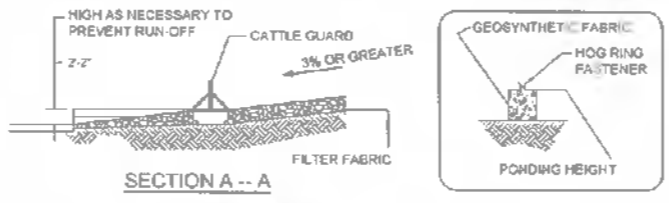
- NOTES
- MUST BE INSTALLED PROPERLY TO AVOID NOTICE OF VIOLATION
  - SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY.
  - INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. ACCUMULATED SEDIMENT SHOULD BE REMOVED FROM THE FENCE BASE WHEN THE SEDIMENT REACHES ONE-THIRD TO ONE-HALF THE FENCE HEIGHT.
  - REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

SILT FENCE



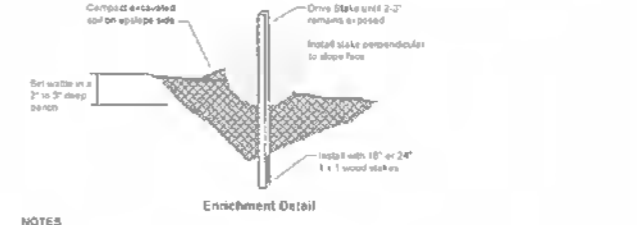
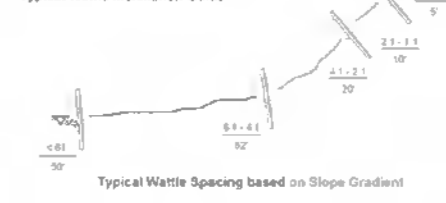
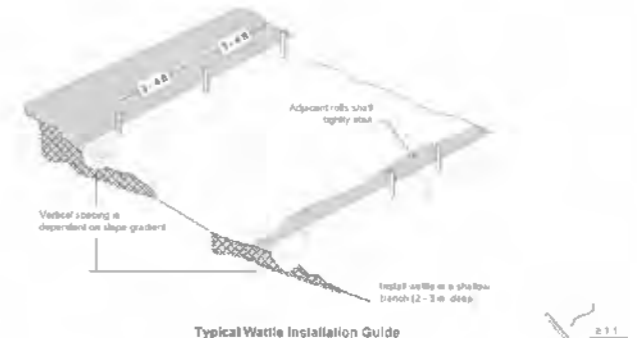
- NOTES
- STAPLES SHALL BE PLACED WHERE THE UNITS OVERLAP AND IN THE CENTERS OF THE 7 UNIT AS SHOWN IN DETAILS.
  - POINT 'A' MUST BE HIGHER THAN POINT 'B' TO ENSURE THAT THE WATER FLOWS OVER THE DAM AND NOT AROUND THE ENDS

TRIANGULAR SILT DIKES



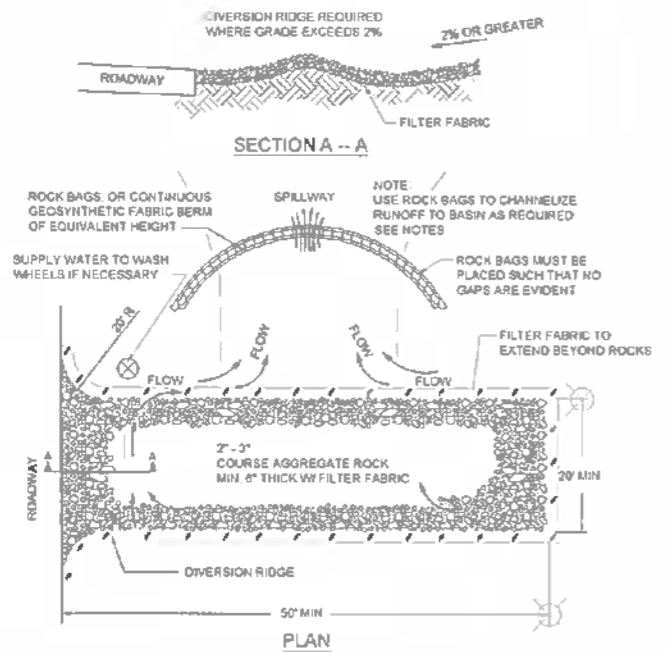
- NOTES
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE A MOUNTED CATTLE GUARD AND SEDIMENT POUNDS TO TRAP SEDIMENT
  - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON THE CATTLE GUARD. FIRST WASH ONE SET OF TIRES THEN, MOVE FORWARD TO WASH THE SECOND SET OF TIRES. THE GUARD IS TO BE MOUNTED ON 8" X 12" CEMENT BLOCK ON AN AREA OF STABILIZED CRUSHED STONE WITH A DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN ON BOTH SIDES.

TEMPORARY ROCK CONSTRUCTION ENTRANCE / EXIT - STEEP GRADES



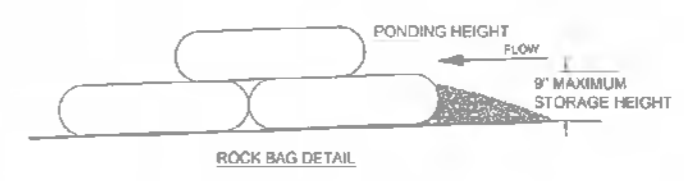
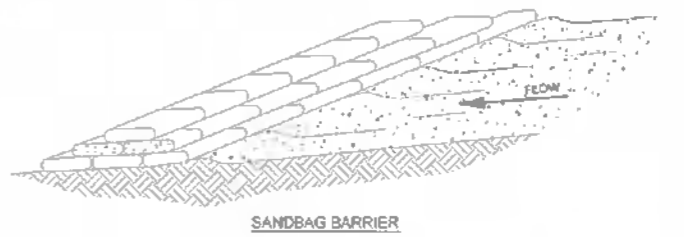
- NOTES
- Begin at the top on where the wattle is to be installed by excavating a 2' - 3' deep x 5' wide trench along the contour of the slope. Excavated soil should be placed up-slope from the anchor trench.
  - Place the wattle in the trench so that it contours to the soil surface. Compact the soil from the excavated trench against the wattle on the uphill side. Adjacent wattles should tightly abut.
  - Secure the wattle with 18" - 24" stakes every 3' - 4'. With a stake on each end. Stakes should be driven through the middle of the wattles leaving at least a 3" of stake extending above. The wattle stakes should be driven perpendicular to slope face.

STRAW WATTLE INSTALLATION



- NOTES:
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT
  - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN
  - BAGS OF WOVEN GEOTEXTILE FABRIC FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT

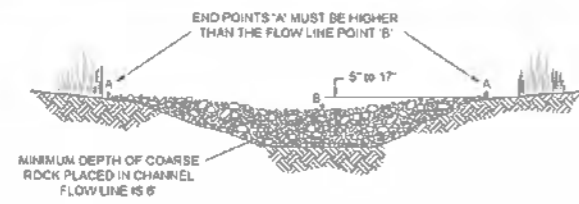
TEMPORARY ROCK CONSTRUCTION ENTRANCE / EXIT



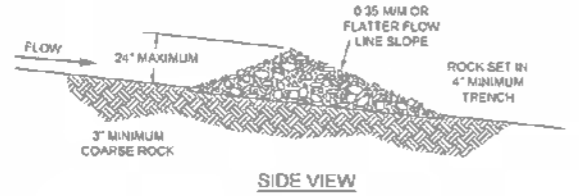
- NOTES
- A REASONABLE DESIGN SIZE PARTICLE MUST BE SELECTED
  - SIZE DISTRIBUTION OR UPSTREAM SOIL PARTICLES MUST BE EVALUATED
  - INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN
  - POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF THE SYSTEM
  - POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLES
  - A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN PARTICLES
  - THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE
  - ROCK BAG SILT BARRIER SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY
  - PLACE ROCK BAG SUCH THAT NO GAPS ARE EVIDENT
  - INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY
  - 9' MAXIMUM RECOMMENDED STORAGE HEIGHT
  - REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

ROCK BAG SILT FENCE

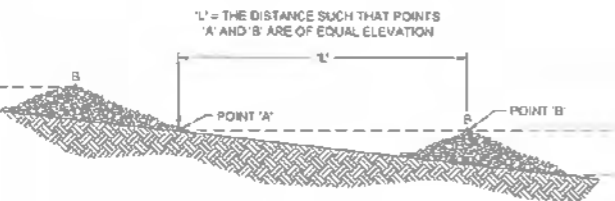
Copyright: etec.com/etec-ero-d1 VSC 03-28-13



VIEW LOOKING UPSTREAM



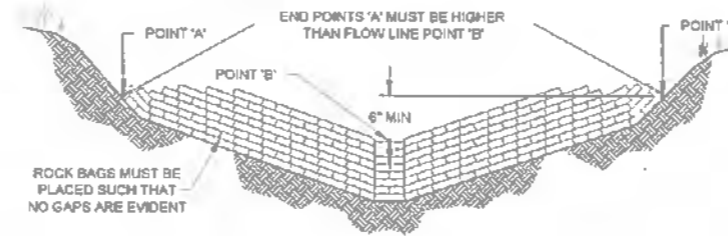
SIDE VIEW



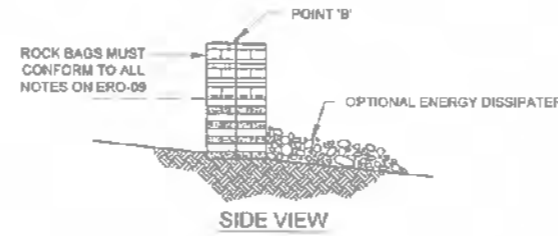
SPACING BETWEEN CHECK DAMS

| D-50 OF ROCK (MM) | DOWNSTREAM FLOWLINE SLOPE OF STRUCTURE (M/M) |      |      |      |      |
|-------------------|--|------|------|------|------|
|                   | 0.35   | 0.25 | 0.20 | 0.15 | 0.10 |
| 75                | 15   | 18   | 20   | 25   | 45   |
| 150               | 30   | 36   | 41   | 50   | 100  |

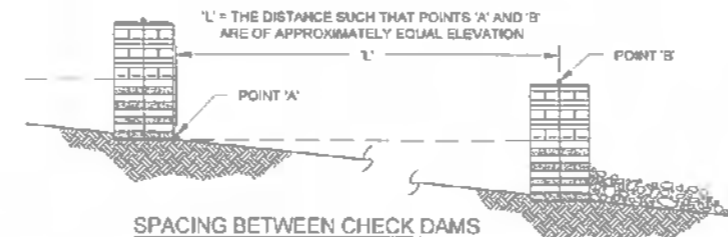
ROCK CHECK DAMS



VIEW LOOKING UPSTREAM

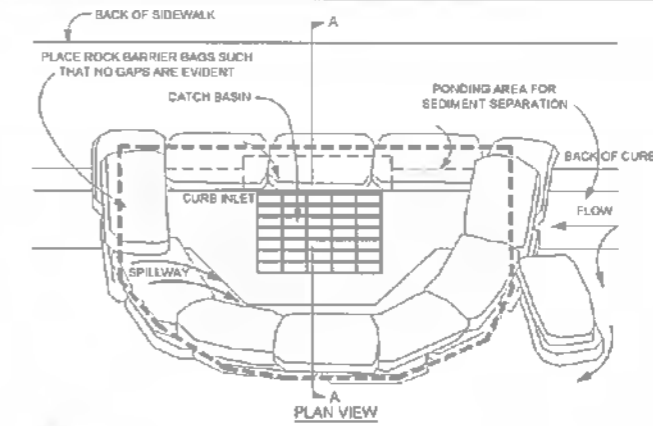


SIDE VIEW

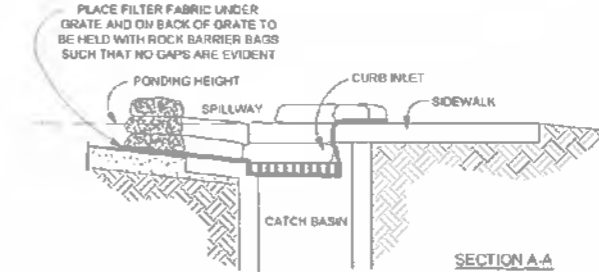


SPACING BETWEEN CHECK DAMS

ROCK BAG CHECK DAMS



PLAN VIEW

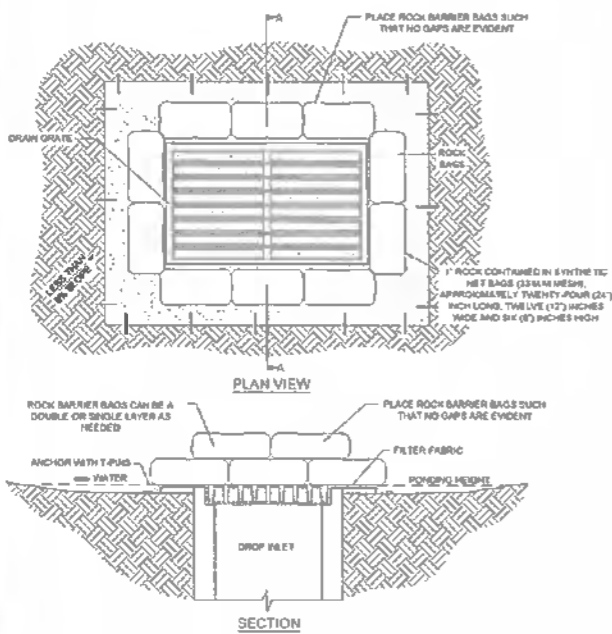


SECTION A-A

NOTES

1. PLACE CURB TYPE ROCK BAG BARRIER ON GENTLY SLOPING STREET WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW ON THE SIDE AWAY FROM FLOW, TO PROVIDE A SPILLWAY OR IN THE CENTER IF PONDING IS NEEDED ON BOTH SIDES.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

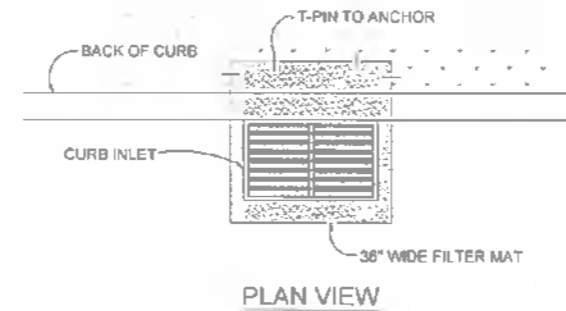
ROCK BAG CURB INLET BARRIER



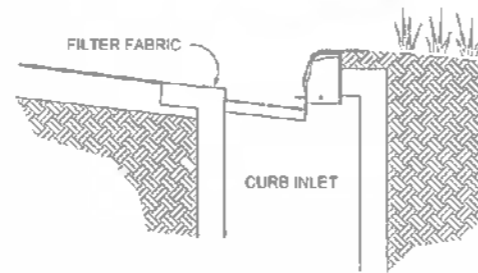
SECTION

- NOTE
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5%).
  2. USE T-PINS TO ANCHOR FILTER MAT INTO THE SOIL.
  3. A "REASONABLE" DESIGN SIZE PARTICLE TO CAPTURE MUST BE SELECTED.
  4. SIZE DISTRIBUTION OF UPSTREAM SOIL PARTICLES MUST BE EVALUATED.
  5. INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN.
  6. POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF WATER FROM THE SYSTEM.
  7. POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE.
  8. A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN SIZE PARTICLES.
  9. THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWN SLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWN SLOPE SIDE OF THE STRUCTURE.

ROCK BAG / FILTER MAT DROP INLET SEDIMENT BARRIER



PLAN VIEW

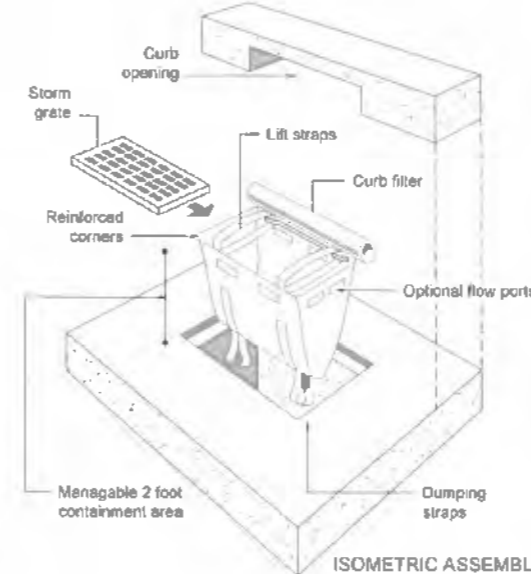


CURB INLET

NOTES

1. USE FILTER MAT SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET WITH MINIMAL NEED, WHERE WATER CAN FILTER AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

CURB INLET FILTER MAT SEDIMENT BARRIER

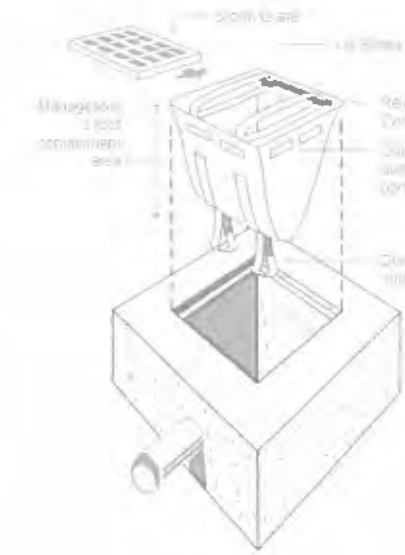


ISOMETRIC ASSEMBLY

NOTES

1. Remove the grate from the catch basin.
2. Stand grate on end. Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.
3. Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit.
4. Remove all accumulated sediment and debris from the vicinity of unit after each storm event.
5. After each storm event and at regular intervals, look into the unit. If the unit is more than 1/3 full of accumulated sediment, the unit must be emptied.
6. To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate. Transport the unit to an appropriate location for removal of contents. Holding the dumping straps on the bottom of the unit, turn the unit upside down, emptying the contents. Reinstall unit as above.

CURB INLET SEDIMENT BAG



ISOMETRIC ASSEMBLY

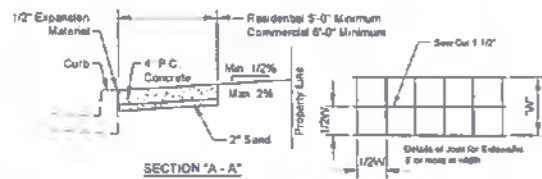
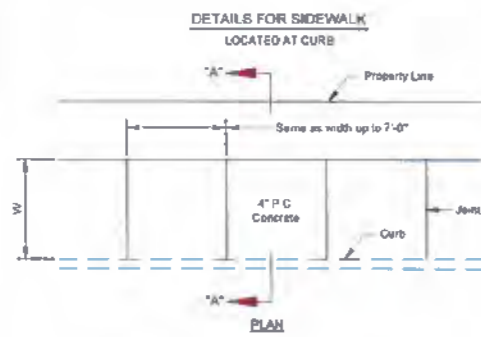
NOTES

1. Remove the grate from the catch basin.
2. Stand grate on end. Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.
3. Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit.
4. Remove all accumulated sediment and debris from the vicinity of unit after each storm event.
5. After each storm event and at regular intervals, look into the unit. If the unit is more than 1/3 full of accumulated sediment, the unit must be emptied.
6. To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate. Transport the unit to an appropriate location for removal of contents. Holding the dumping straps on the bottom of the unit, turn the unit upside down, emptying the contents. Reinstall unit as above.

DROP INLET SEDIMENT BAG



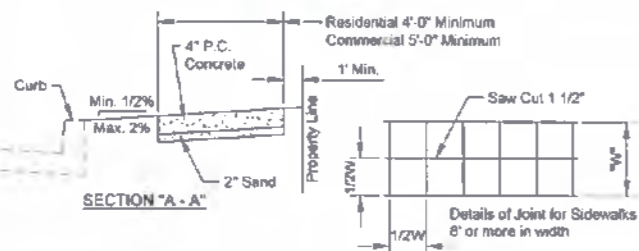
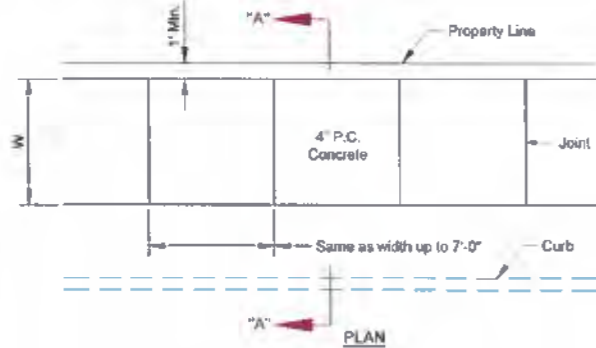




**NOTES**

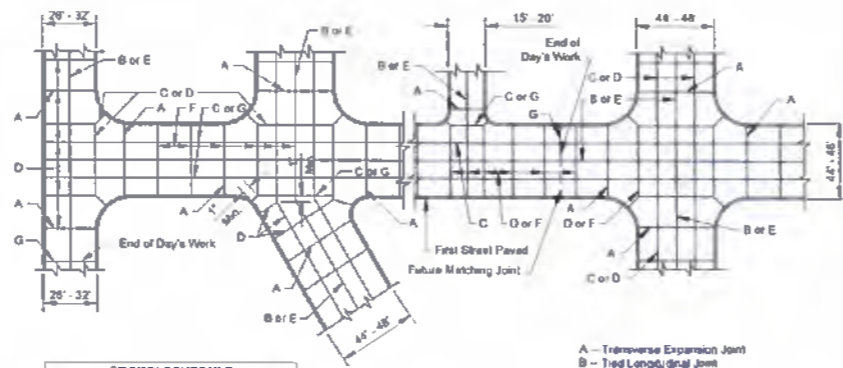
- 1/2" x 4" preformed expansion material around Power Poles or other structures in walk with at least 36" of clear travel space.
- Expansion Joints maximum distance = 100', use 1/2" x 4" preformed expansion material.
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant.
- Saw cut joints within 24 hours.
- Use 1/2" x 4" preformed expansion joint at curb and at adjacent Property Lines.
- All joints to be sealed. Preformed expansion material to be removed to a depth of 1/2" prior to applying sealant.

**DETAIL FOR SIDEWALK LOCATED AWAY FROM CURB**



**NOTES:**

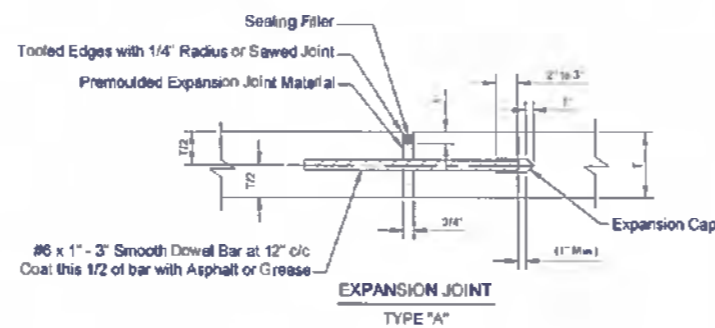
- 1/2" x 4" preformed expansion material around Power Poles or other structures in walk with at least 36" of clear travel space.
- Expansion Joints maximum distance = 100', use 1/2" x 4" preformed expansion material.
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant.
- Saw cut joints within 24 hours.
- All joints to be sealed. Preformed expansion material to be removed to a depth of 1/2" prior to applying sealant.



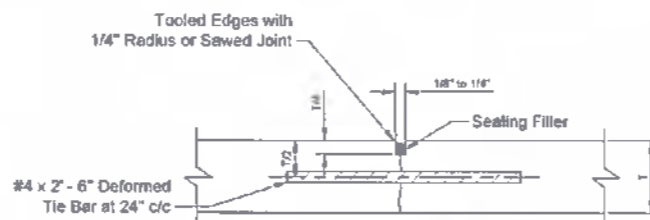
| CROWN SCHEDULE |                     |                         |
|----------------|---------------------|-------------------------|
| FULL WIDTH     | To 33' with 6" Curb | 32' & over with 8" Curb |
|                | 2 1/2"              | 4"                      |

- A - Transverse Expansion Joint
- B - Tied Longitudinal Joint
- C - Tongue & Groove Construction Joint
- D - Contraction Joint
- E - Longitudinal Construction Joint
- F - Dowelled Construction Joint
- G - Dowelled Construction Joint

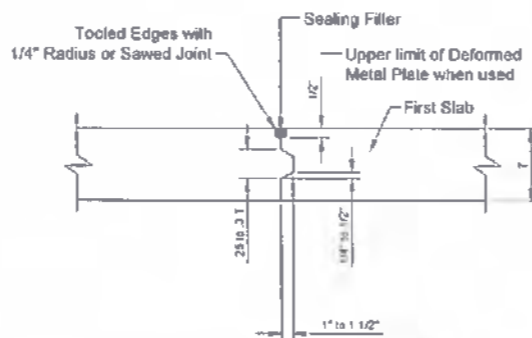
**JOINT LAYOUT DETAILS**



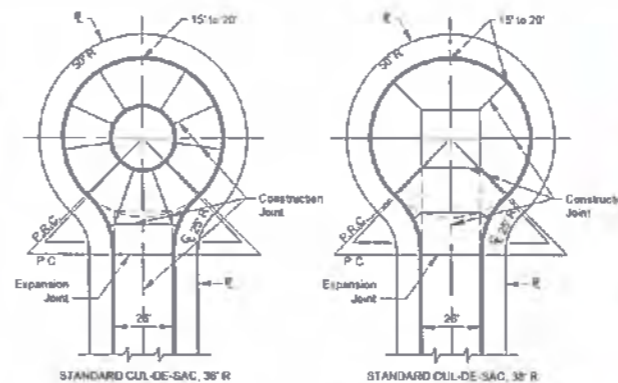
**EXPANSION JOINT TYPE "A"**



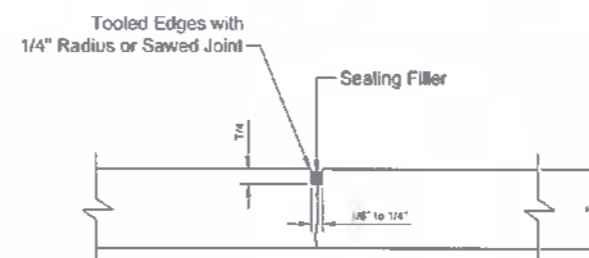
**TIED JOINT TYPE "B"**



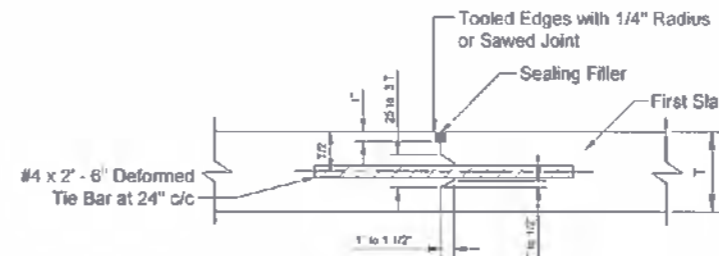
**TONGUE & GROOVE CONSTRUCTION TYPE "C"**



**JOINT LAYOUT DETAILS**

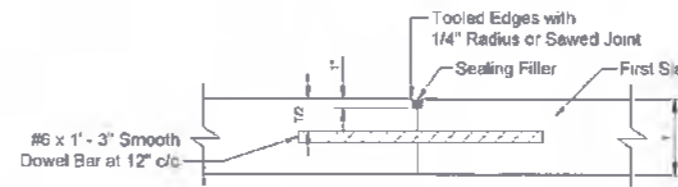


**CONTRACTION JOINT TYPE "D" (ALT. TYPE "F")**



(Tongue & Groove for Lane at a time construction.)

**TIED CONSTRUCTION JOINT TYPE "E"**

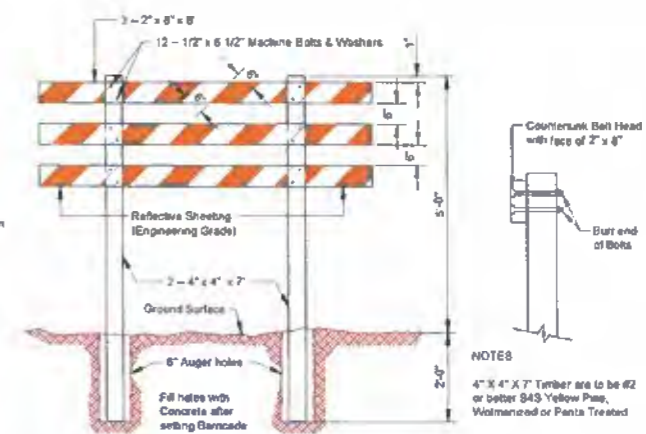


**DOWLED CONSTRUCTION JOINT TYPE "G"**

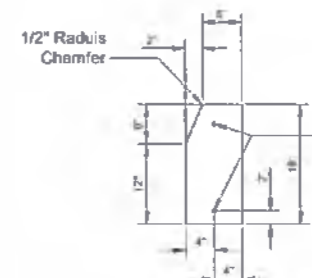
**NOTES:**

Smooth Dowel Bars across Expansion Joints shall be provided with Expansion Caps, and coated with Asphalt or Grease, (Type A & G)

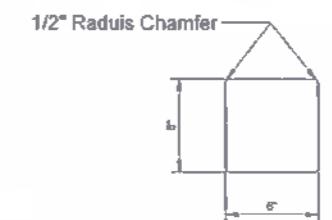
Grooves in Joints may be formed by (1) temporary embedment of a suitable Mandrel, (2) installation of a thin strip of preformed Joint Filler Material, (3) sawing the Pavement after the Concrete has hardened.



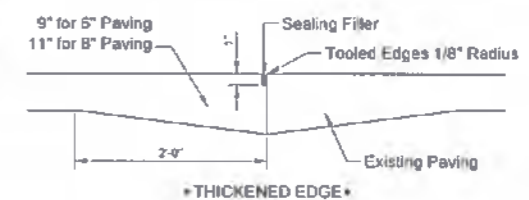
**STANDARD REFLECTOR TYPE BARRICADE**



**CONCRETE CURB**



**CONCRETE HEADER**



**THICKENED EDGE**

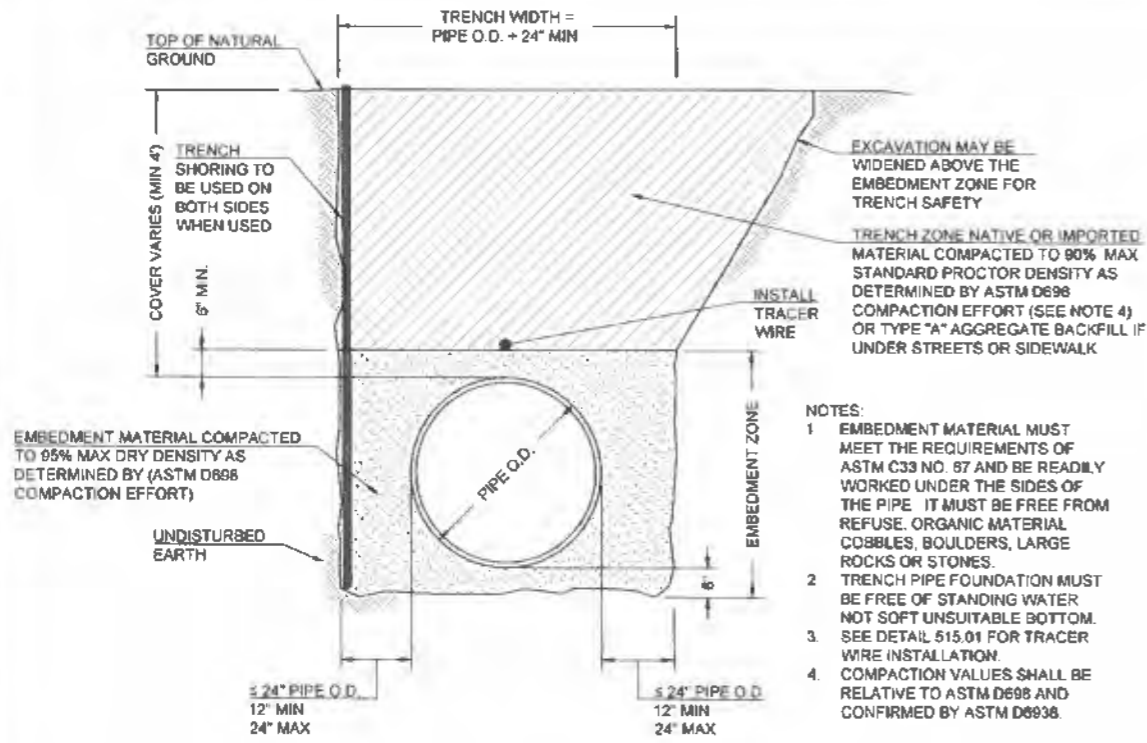


APPROVED BY: DATE 08-12-23  
ERIC J. WENGER, P.E.  
CITY ENGINEER  
DRAWN: VSC  
DATE 02-07-13

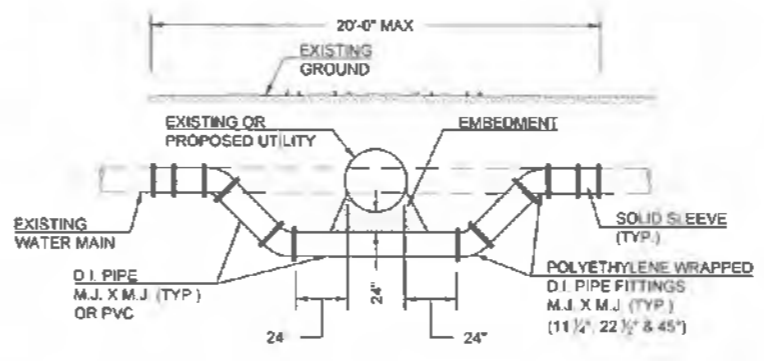
**STANDARD TYPICAL SECTIONS  
MISCELLANEOUS DETAILS**

Drawing Number

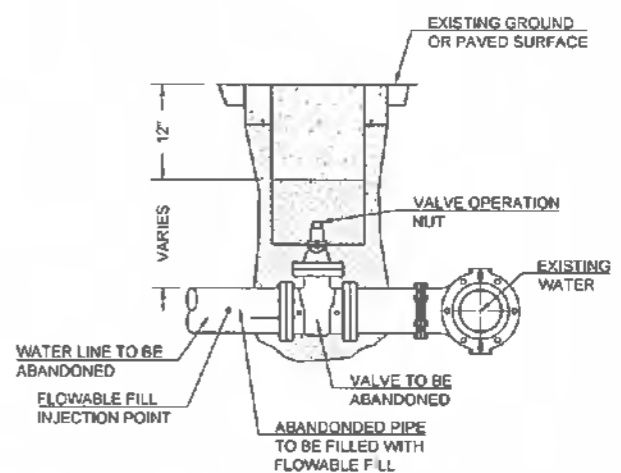
D-500



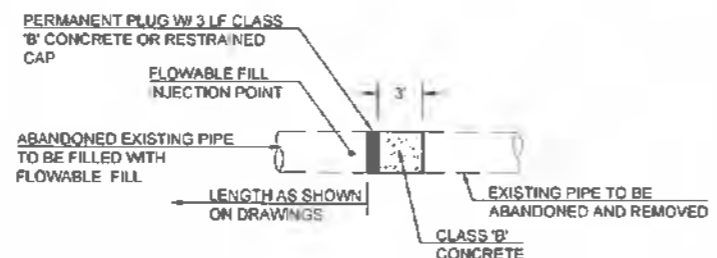
**01**  
501 **BEDDING AND TRENCHING**  
Scale: N.T.S.



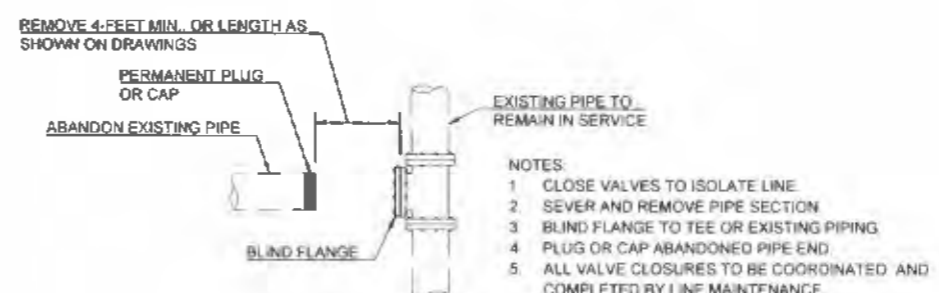
**02**  
501 **WATER LINE LOWERING < 24"**  
Scale: N.T.S.



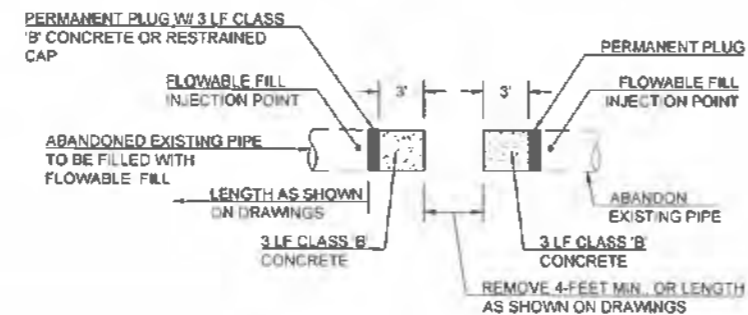
**03**  
501 **VALVE ABANDONMENT**  
Scale: N.T.S.



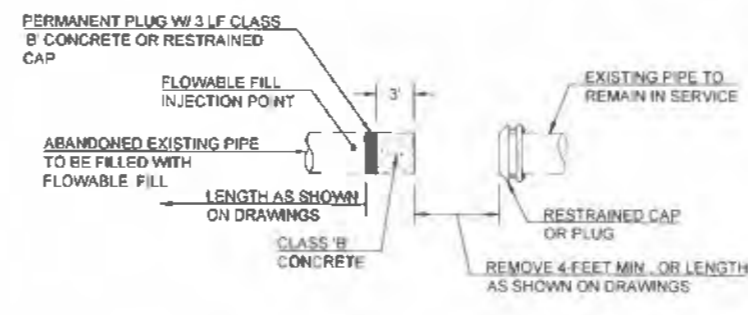
**04**  
501 **TYPICAL PERMANENT CUT AND CAP ON EXISTING WATER LINE**  
Scale: N.T.S.



**05**  
501 **TYPICAL CUT AND CAP WITH WATER MAIN REMOVAL**  
Scale: N.T.S.



**06**  
501 **TYPICAL IN-LINE PIPE CUT AND RESTRAINED PLUG**  
Scale: N.T.S.

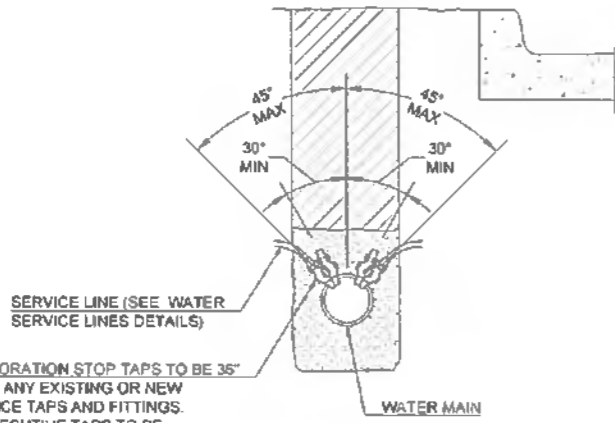


**07**  
501 **TYPICAL IN-LINE PIPE CUT AND PLUG**  
Scale: N.T.S.



APPROVED BY: *[Signature]* DATE: 10/18/2023  
 GENERAL MANAGER, UTILITY DIVISION  
 CHIEF ENGINEER, UTILITY DIVISION  
 DATE: 10/10/2023  
 DATE: 10/10/2023

WATER STANDARD DETAILS  
 WATER SERVICE  
 DETAILS 503.01 TO 503.05



CORPORATION STOP TAPS TO BE 35" FROM ANY EXISTING OR NEW SERVICE TAPS AND FITTINGS. CONSECUTIVE TAPS TO BE STAGGERED 15"

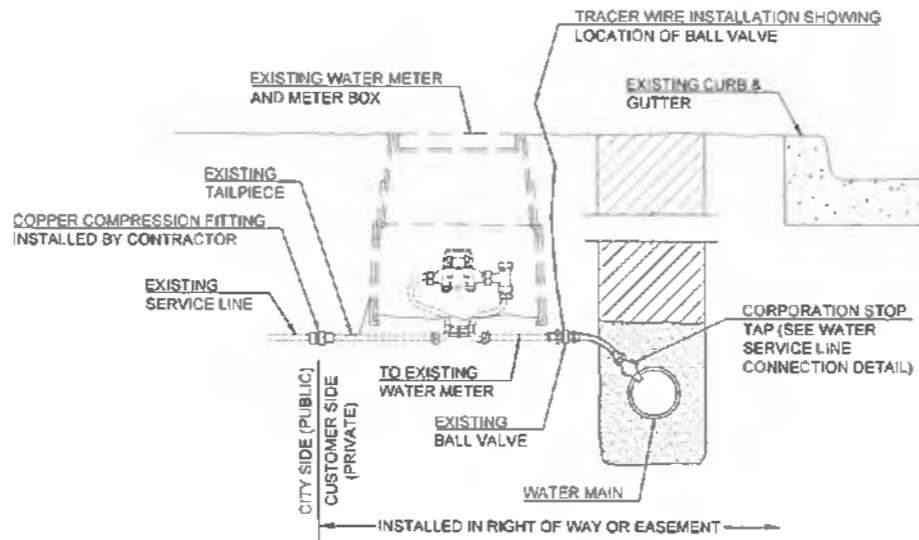
NOTES

- SERVICE SADDLES REQUIRED ON ALL TAPS UNLESS OTHERWISE SPECIFIED
- SERVICE SADDLES TO BE DOUBLE BAND STAINLESS STEEL SADDLES.

01  
503

WATER SERVICE LINE CONNECTION

Scale: N.T.S.



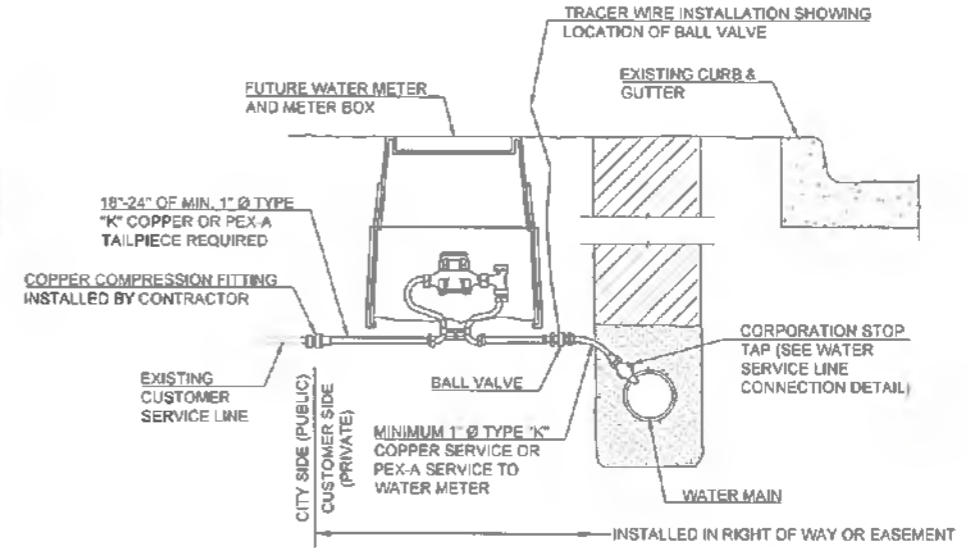
NOTE

- SINGLE SHORT SERVICE LINES ARE DEFINED AS SERVICE LINES FROM THE MAIN TO METER IS 10 FEET OR LESS
- SHARKBITES ARE NOT ALLOWED. IF PLUMBER REMOVES THE CITY'S FITTING, IT WILL BECOME THE CUSTOMER'S RESPONSIBILITY

02  
503

SINGLE SHORT SERVICE - REPLACEMENT

Scale: N.T.S.



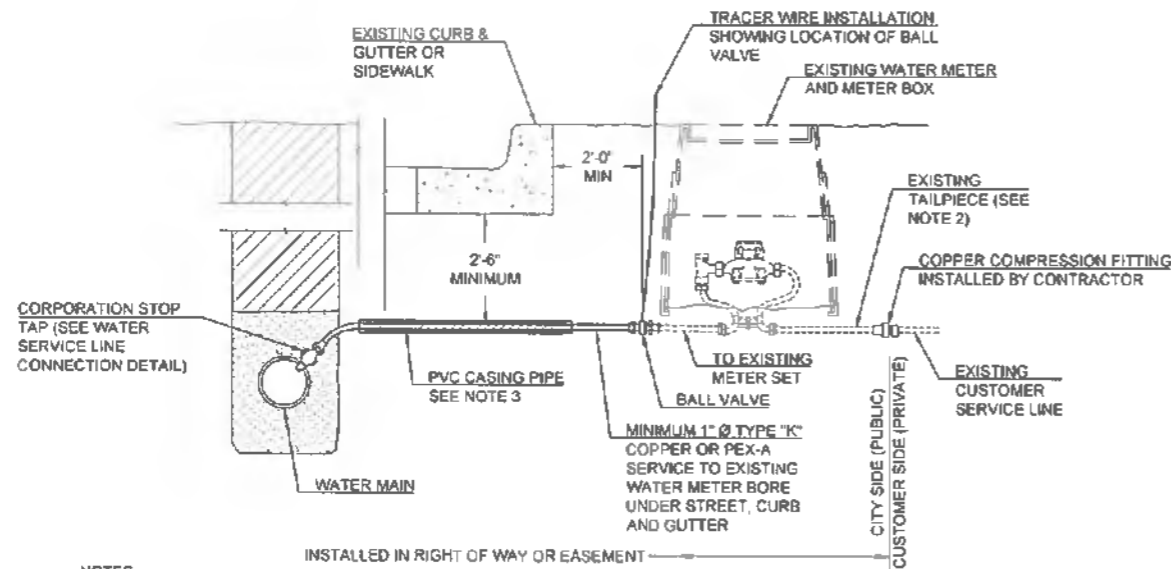
NOTE

- SINGLE SHORT SERVICE LINES ARE DEFINED AS SERVICE LINES FROM THE MAIN TO METER IS 10 FEET OR LESS
- SHARKBITES ARE NOT ALLOWED. IF PLUMBER REMOVES THE CITY'S FITTING, IT WILL BECOME THE CUSTOMER'S RESPONSIBILITY

03  
503

SINGLE SHORT SERVICE - NEW

Scale: N.T.S.



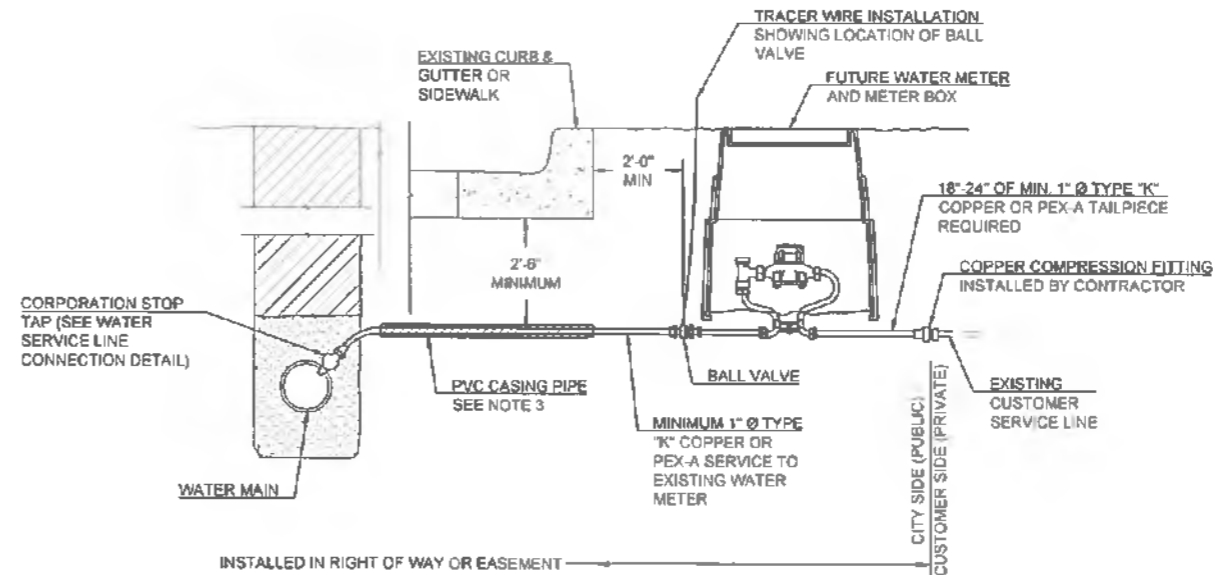
NOTES

- SINGLE LONG SERVICE LINES ARE DEFINED AS SERVICE LINES FROM THE MAIN TO METER THAT ARE 10-20 FEET. ANYTHING OVER 20 FEET IS CLASSIFIED AS AN EXTRA LONG SERVICE
- SHARKBITES ARE NOT ALLOWED. IF PLUMBER REMOVES THE CITY'S FITTING, IT WILL BECOME THE CUSTOMER'S RESPONSIBILITY
- PVC CASING PIPE REQUIRED FOR STREET CROSSING IF PEX-A PIPE IS USED FOR SERVICE LINE.

04  
503

SINGLE LONG SERVICE - REPLACEMENT

Scale: N.T.S.



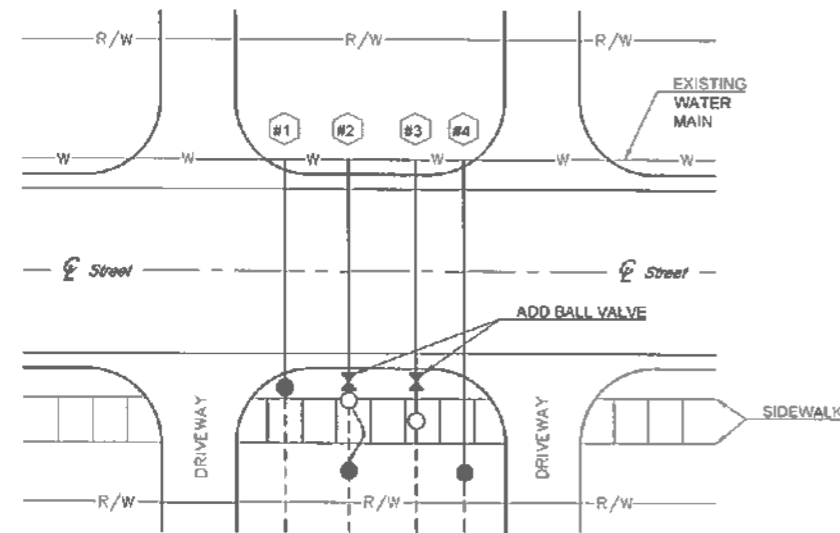
NOTE

- SINGLE LONG SERVICE LINES ARE DEFINED AS SERVICE LINES FROM THE MAIN TO METER THAT ARE 10-20 FEET. ANYTHING OVER 20 FEET IS CLASSIFIED AS AN EXTRA LONG SERVICE.
- SHARKBITES ARE NOT ALLOWED. IF PLUMBER REMOVES THE CITY'S FITTING, IT WILL BECOME THE CUSTOMER'S RESPONSIBILITY
- PVC CASING PIPE REQUIRED FOR STREET CROSSING IF PEX-A PIPE IS USED FOR SERVICE LINE.

05  
503

SINGLE LONG SERVICE - NEW

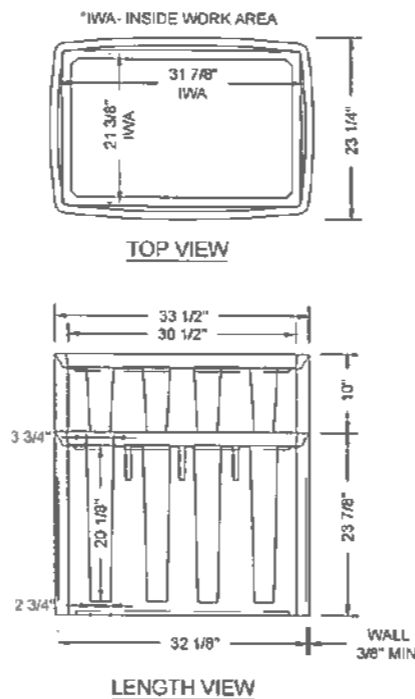
Scale: N.T.S.



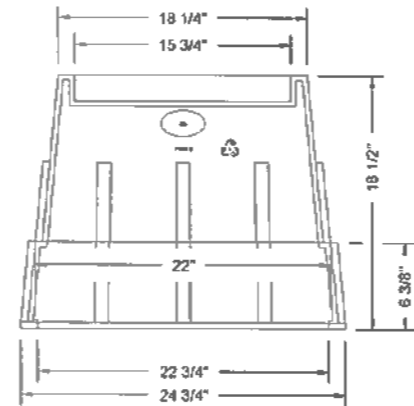
- #1 METER FALLS BETWEEN CURB AND PROPOSED SIDEWALK.
  - NO ACTION REQUIRED.
- #2 METER FALLS PARTIALLY WITHIN PROPOSED SIDEWALK OR WHEN THE OUTSIDE OF THE METER LID IS WITHIN 6" OF THE SIDEWALK EDGE. (NOT PERMITTED FOR NEW INSTALLATION)
  - CUT EXISTING SERVICE LINE AND INSTALL BALL VALVE 1'-0" BACK OF CURB.
  - EXTEND SERVICE LINE AND RELOCATE METER WITH NEW TILE BEHIND SIDEWALK.
  - RECONNECT NEW SERVICE LINE TO CUSTOMER'S EXISTING SERVICE LINE, WITHIN CITY RIGHT OF WAY OR EASEMENT.
- #3 METER FALLS WITHIN THE CENTER AREA OF PROPOSED SIDEWALK OR ADA RAMP, NOT WITHIN 6" OF SIDEWALK EDGE. (NOT PERMITTED FOR NEW INSTALLATION OF SIDEWALK OR NEW INSTALLATION OF METER)
  - REPLACE EXISTING METER TILE WITH APPROVED TRAFFIC RATED TILE.
- #4 METER FALLS ON CUSTOMER'S SIDE OF PROPOSED SIDEWALK.
  - NO RELOCATION REQUIRED.

DOMESTIC METER RELOCATION REQUIREMENTS APPLY TO BOTH LONG AND SHORT SERVICES. SHORT SERVICE METER RELOCATION WILL REQUIRE A NEW SERVICE LINE FROM THE MAIN TO THE METER LOCATION WITHOUT THE BALL VALVE INSTALLATION REQUIREMENT. IF LEAD IS FOUND IT MUST BE REPORTED TO THE OKC WATER UTILITIES DEPARTMENT.

**01**  
504 METER RELOCATION  
Scale: N.T.S.

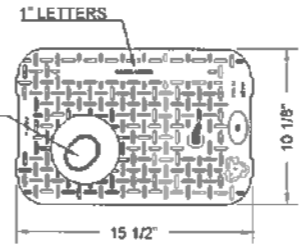


LID BOTTOM VIEW

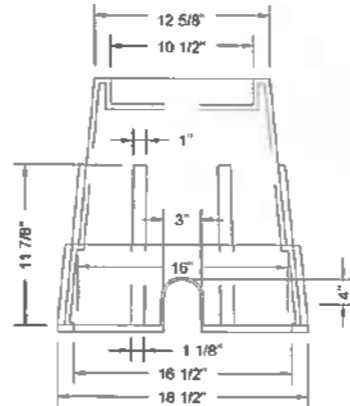


LENGTH VIEW

Ø4-5/8 x 1/4 DEEP RECESS FOR AMR PAD W/ Ø1.68 x 2.50 KNOCKOUT PLUG FOR ENDPOINT



LID TOP VIEW



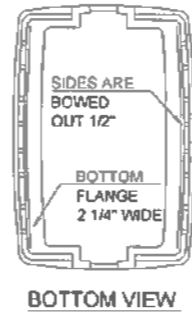
WIDTH VIEW



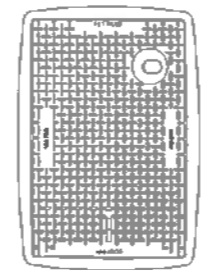
LID SIDE VIEW

**TYPICAL SPECIFICATIONS:**  
THE METER BOX MUST BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND MUST HAVE A SINGLE WALL DESIGN. THE METER BOX MUST BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX MUST BE BLACK TO PREVENT UV DEGRADATION. THE BOX MUST HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX MUST HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR THE SINGLE METER INSTALLATIONS. THE BOX MUST BE DESIGNED IN SUCH A WAY TO BE SECURELY STACKABLE. THE BOX MUST WEIGH NO LESS THAN 20 LBS. ALL DIMENSIONS ARE PRODUCTION MEASUREMENTS AND MUST BE IN ACCORDANCE WITH THE ABOVE DRAWING. COVER MUST BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL THICKNESS AS SPECIFIED. THE LID WEIGHT MUST BE A MINIMUM OF 10 LBS. THE LID MUST NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LIDS MUST CONTAIN A MOLDED KEY HOLE DESIGN. LID MUST HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE AND MUST BE MOLDED AS ONE PIECE. THE LID MUST CONTAIN TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID MUST CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID MUST BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

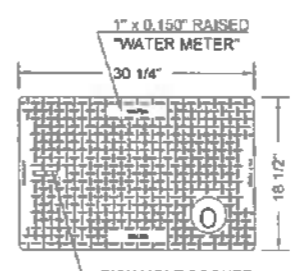
**02**  
504 METER BOX FOR GRASSY AREA  
Scale: N.T.S.



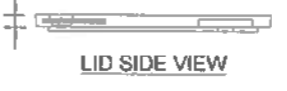
BOTTOM VIEW



TOP VIEW WITH LID



LID TOP VIEW



LID SIDE VIEW

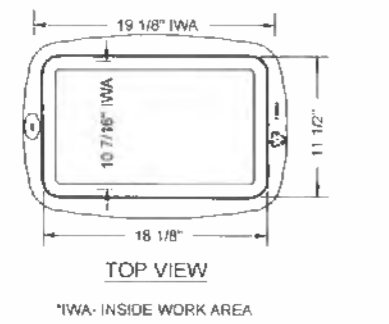


LID BOTTOM VIEW

**TYPICAL SPECIFICATIONS:**  
THE METER BOX MUST BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND MUST HAVE A SINGLE WALL DESIGN. THE METER BOX MUST BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX MUST BE BLACK TO PREVENT UV DEGRADATION. THE BOX MUST HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX MUST HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX MUST WEIGH NO LESS THAN 48 LBS FOR 24" HEIGHT AND NO LESS THAN 72 LBS FOR 34" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND MUST BE IN ACCORDANCE WITH THE ABOVE DRAWING(S) FOR THE APPROPRIATE SIZE METER. COVER MUST BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID OR BLACK OVERLAY WITH A 0.25" METAL PLATE WITH A SINGLE WALL DESIGN AND A MINIMUM WALL THICKNESS AS SPECIFIED. THE LID WEIGHT MUST BE A MINIMUM OF 43 LBS. THE LID MUST NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID MUST CONTAIN A MOLDED KEY HOLE DESIGN. LID MUST HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE AND MUST BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID MUST CONTAIN THE TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID MUST CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID MUST BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUAL.

**03**  
504 METER BOX FOR SPECIAL APPLICATION PAVED AREAS  
Scale: N.T.S.

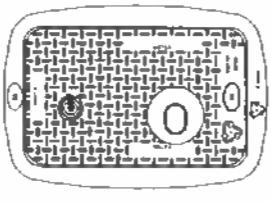
APPROVED BY: *William Miller* DATE: 10/10/2023  
 CHECKED BY: *Chris B...* DATE: 10/10/2023  
 DESIGNED BY: *Will...* DATE: 10/10/2023



TOP VIEW

\*IWA- INSIDE WORK AREA

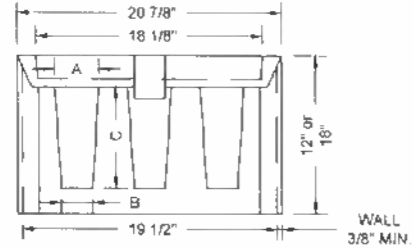
| HEIGHT | A      | B      | C       |
|--------|--------|--------|---------|
| 12"    | 3 1/2" | 2 1/2" | 7 5/8"  |
| 18"    | 3 3/8" | 2 3/8" | 13 1/2" |



TOP VIEW WITH LID

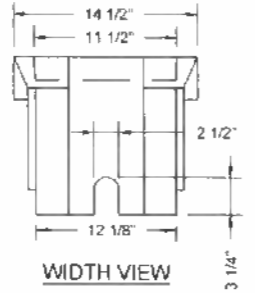


MOLDED AMR/AMI MOUNT

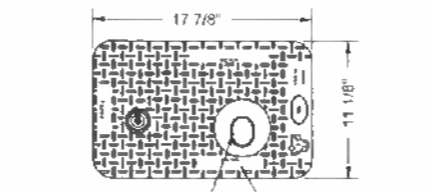


LENGTH VIEW

WALL 3/8" MIN

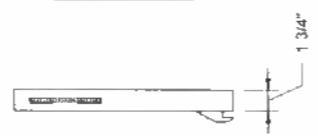


WIDTH VIEW

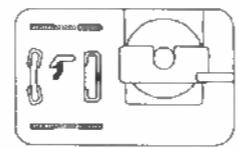


Ø4.625" x 0.150" DEEP RECESS FOR AMR PAD W/ Ø1.88" x 2 1/2" SLOT KNOCK OUT FOR AMR

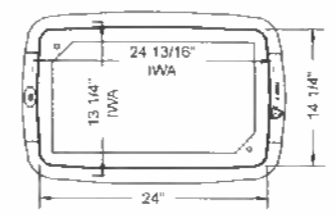
LID TOP VIEW



LID SIDE VIEW



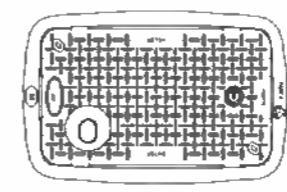
LID BOTTOM VIEW



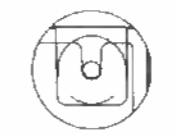
TOP VIEW

\*IWA- INSIDE WORK AREA

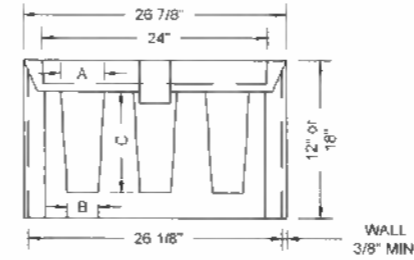
| HEIGHT | A      | B      | C       |
|--------|--------|--------|---------|
| 12"    | 3 1/2" | 2 5/8" | 7 7/8"  |
| 18"    | 3 3/8" | 2 1/2" | 13 7/8" |



TOP VIEW WITH LID

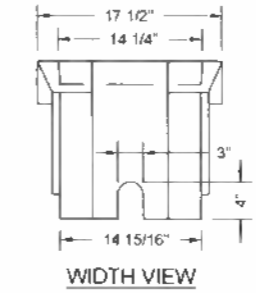


MOLDED AMR/AMI MOUNT

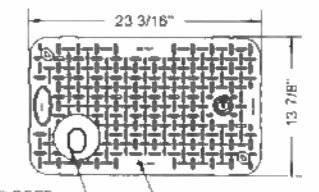


LENGTH VIEW

WALL 3/8" MIN.



WIDTH VIEW

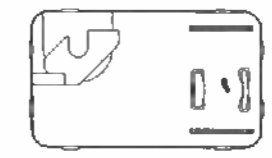


Ø4.625" x 0.25" DEEP RECESS FOR AMR PAD W/ Ø1.88" x 2 5/8" SLOT KNOCK OUT FOR AMR

LID TOP VIEW



LID SIDE VIEW

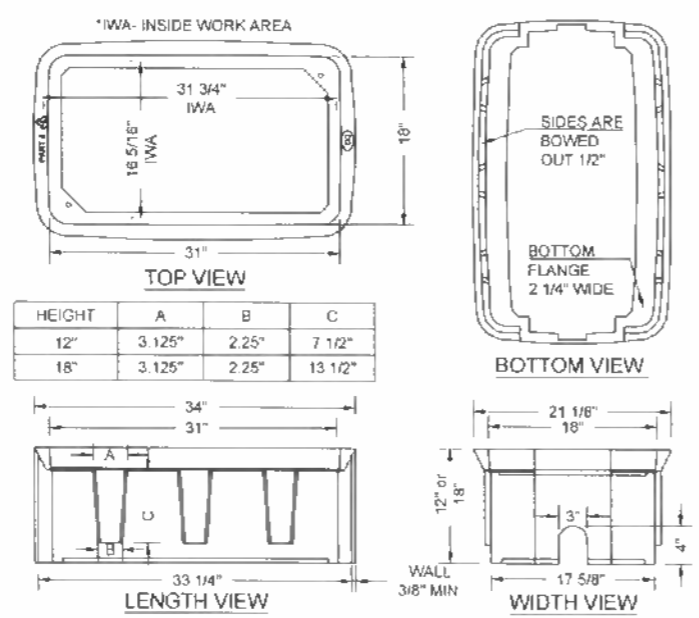


LID BOTTOM VIEW

**TYPICAL SPECIFICATIONS:**  
 THE METER BOX MUST BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND MUST HAVE A SINGLE WALL DESIGN. THE METER BOX MUST BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX MUST BE BLACK TO PREVENT UV DEGRADATION. THE BOX MUST HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX MUST HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX MUST WEIGH NO LESS THAN 15 LBS FOR 12" HEIGHT AND NO LESS THAN 38 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND MUST BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER MUST BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT MUST BE A MINIMUM OF 13 LBS. THE LID MUST NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID MUST CONTAIN A MOLDED KEY HOLE DESIGN. LID MUST HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE AND MUST BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID MUST CONTAIN THE TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID MUST CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID MUST BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

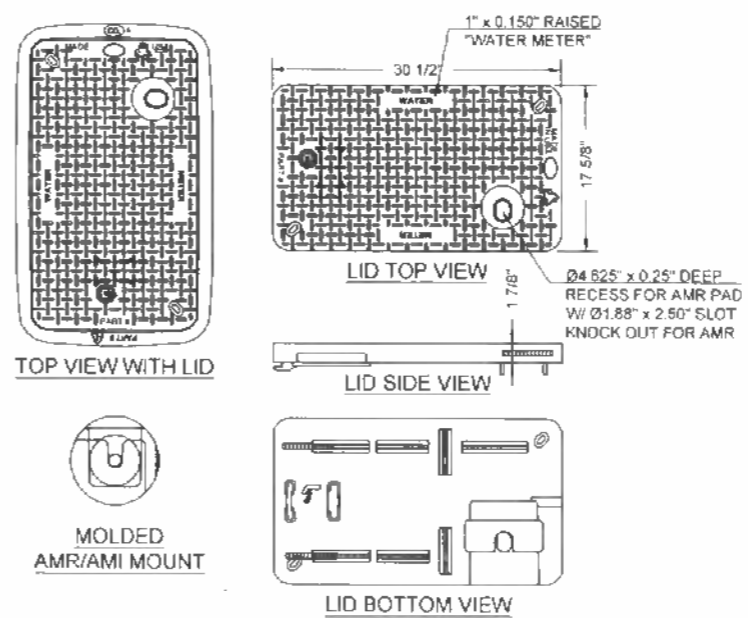
**TYPICAL SPECIFICATIONS:**  
 THE METER BOX MUST BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND MUST HAVE A SINGLE WALL DESIGN. THE METER BOX MUST BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX MUST BE BLACK TO PREVENT UV DEGRADATION. THE BOX MUST HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX MUST HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX MUST WEIGH NO LESS THAN 19 LBS FOR 12" HEIGHT AND NO LESS THAN 27 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND MUST BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER MUST BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT MUST BE A MINIMUM OF 21 LBS. THE LID MUST NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID MUST CONTAIN A MOLDED KEY HOLE DESIGN. LID MUST HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE AND MUST BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID MUST CONTAIN THE TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID MUST CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID MUST BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

**04 504 METER BOX FOR GRASS AND PAVED AREAS (TYPE 1)**  
 Scale: N.T.S.



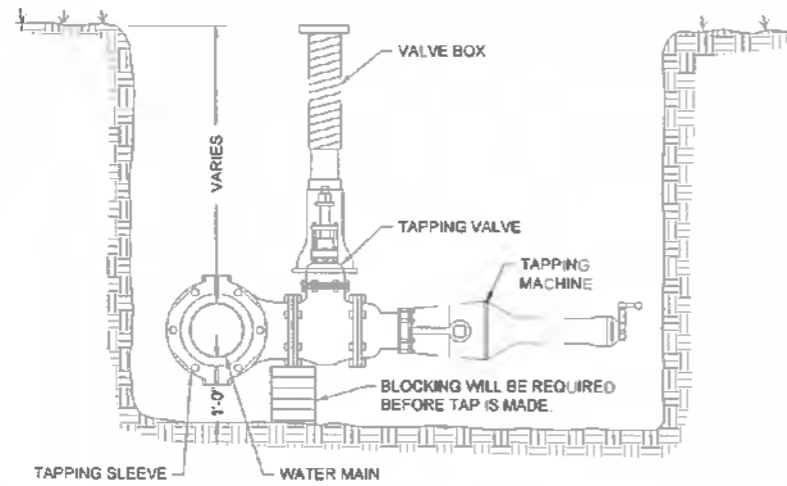
**06 504 METER BOX FOR GRASS AND PAVED AREAS (TYPE 3)**  
 Scale: N.T.S.

**05 504 METER BOX FOR GRASS AND PAVED AREAS (TYPE 2)**  
 Scale: N.T.S.

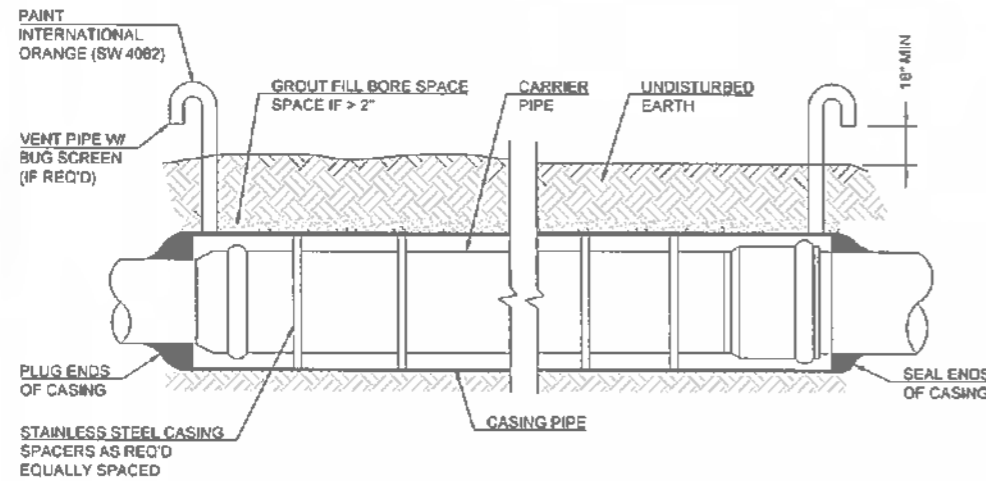


**TYPICAL SPECIFICATIONS:**  
 THE METER BOX MUST BE HIGH-DENSITY POLYETHYLENE OF ONE-PIECE MOLDED CONSTRUCTION WITHOUT A FOAMING AGENT FOR DURABILITY AND IMPACT STRENGTH AND MUST HAVE A SINGLE WALL DESIGN. THE METER BOX MUST BE ABLE TO WITHSTAND AN H-20 LOADING IN NON DELIBERATE OR INCIDENTAL TRAFFIC AREAS. THE METER BOX MUST BE BLACK TO PREVENT UV DEGRADATION. THE BOX MUST HAVE CRUSH RESISTANT RIBBING ALONG THE OUTSIDE OF THE BOX. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO HAVE AN INTEGRAL FLANGE TYPE LID AS SPECIFIED ON THE DRAWING. THE BOX MUST HAVE REMOVABLE PRE-CUT PIPE ENTRY AREAS LOCATED ON THE CENTER OF EACH END (SHORT SIDE) OF THE BOX FOR SINGLE METER INSTALLATIONS. THE BOX MUST BE DESIGNED IN SUCH A WAY AS TO BE SECURELY STACKABLE. THE BOX MUST WEIGH NO LESS THAN 27 LBS FOR 12" HEIGHT AND NO LESS THAN 36 LBS FOR 18" HEIGHT FOR SAFETY AND EASE OF HANDLING, TRANSPORT AND INSTALLATION. ALL DIMENSIONS ARE MINIMUM PRODUCTION MEASUREMENTS AND MUST BE IN ACCORDANCE WITH THE ABOVE DRAWING (S) FOR THE APPROPRIATE SIZE METER. COVER MUST BE ANTI-FLOAT BLACK REBAR MOLDED POLYMER LID WITH A SINGLE WALL DESIGN AND A MINIMUM WALL DESIGN AND MINIMUM THICKNESS AS SPECIFIED. THE LID WEIGHT MUST BE A MINIMUM OF 44 LBS. THE LID MUST NOT HAVE A FOAMING PLASTIC OR BLOWING AGENT THAT CREATES AIR POCKETS. LID MUST CONTAIN A MOLDED KEY HOLE DESIGN. LID MUST HAVE AN INTEGRAL MOLDED SLIDE MOUNT FOR AMR DEVICE AND MUST BE MOLDED AS A ONE PIECE UNIT AS SPECIFIED IN THE ABOVE DRAWING. THE LID MUST CONTAIN THE TREAD PATTERN AS ILLUSTRATED WITH DIMENSION PER TREAD OF 0.188" X 0.938" X 0.150" DEEP. LID MUST CONTAIN THE NAME OF THE MANUFACTURER AND PART NUMBER. THE METER BOX AND LID MUST BE MANUFACTURED BY DFW PLASTICS, INC. OR APPROVED EQUIVALENT.

APPROVED BY: [Signature]  
 DATE: 10/16/2023  
 CHECKED BY: [Signature]  
 DATE: 10/10/2023  
 W. H. [Signature]  
 DATE: 10/10/2023  
 UTILITY ENGINEER



01 TAPPING CONNECTION  
505 Scale N.T.S.



NOTES:

**SEALED CASING ENDS** - NEOPRENE RUBBER END SEALS SECURED WITH 316 STAINLESS STEEL BANDING REQUIRED

**PLUGGED PIPE ENDS** - BOTH ENDS OF THE CASING PIPE MUST BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI OR GROUTED MASONRY. EACH PLUG MUST BE A MINIMUM LENGTH OF 18" GROUTING PRESSURE MUST NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.

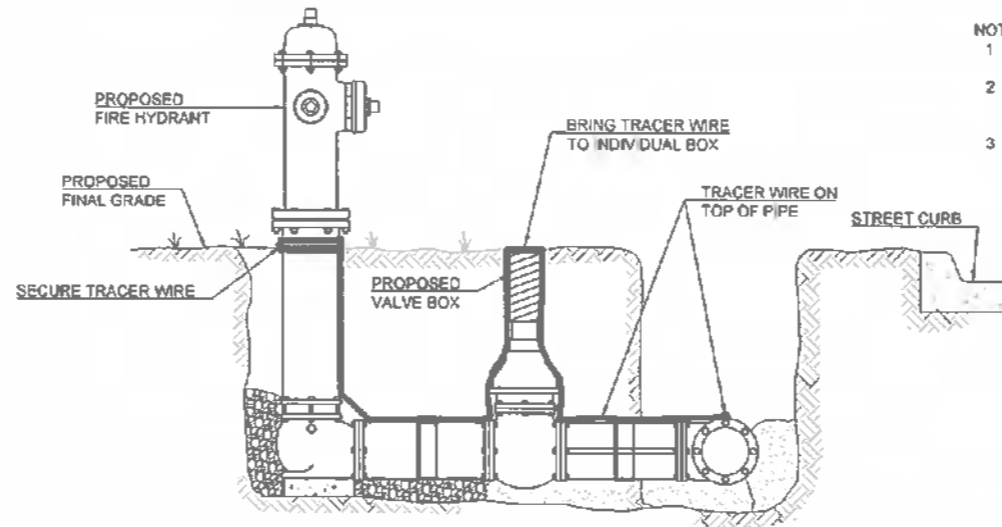
**VENT PIPES** - VENT PIPES MUST BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS ODOT ROADS AND RAILROAD CROSSINGS. VENTS MUST BE 2" DIA. FOR CASING SIZES ≤ 30-IN. VENTS MUST BE 4" DIA. FOR CASING SIZES > 30-IN. VENTS MUST HAVE A 90 DEG BEND TO POINT TOWARDS THE GROUND AND MUST BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN MUST BE INCLUDED ON THE OPEN END OF VENT PIPE.

**CASING PIPE SIZE** - STEEL CASING PIPE MUST HAVE THE FOLLOWING MINIMUM DIAMETERS: SEE STANDARD SPECIFICATION 518.02.02 OR STANDARD DETAIL 635.02

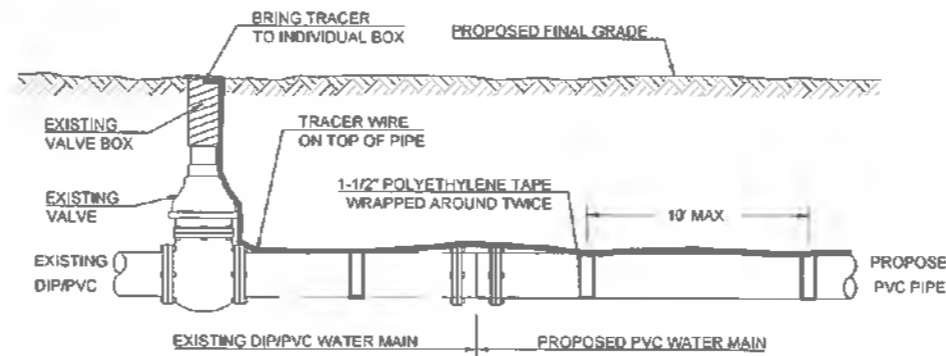
**CASING PIPE THICKNESS** - STEEL CASING PIPE MUST HAVE THE FOLLOWING MINIMUM THICKNESS(ES), IN INCHES, FOR THE INDICATED MAXIMUM DEPTH OF COVER(S), IN FEET SEE STANDARD SPECIFICATION 518.02.02 OR STANDARD DETAIL 635.02.

**CASING MATERIAL** - STEEL CASING PIPE MUST CONFORM WITH ASTM A-138 STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL MUST BE NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH

01 PIPE BORE AND CASING  
518 Scale N.T.S.

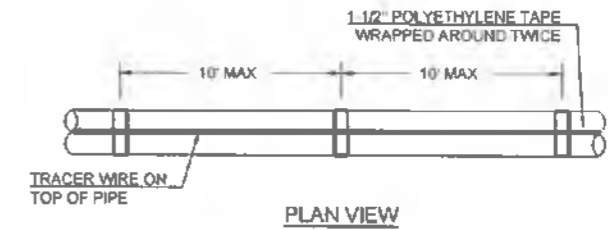


INSTALLATION OF TRACER WIRE FOR PROPOSED FIRE HYDRANT & VALVE

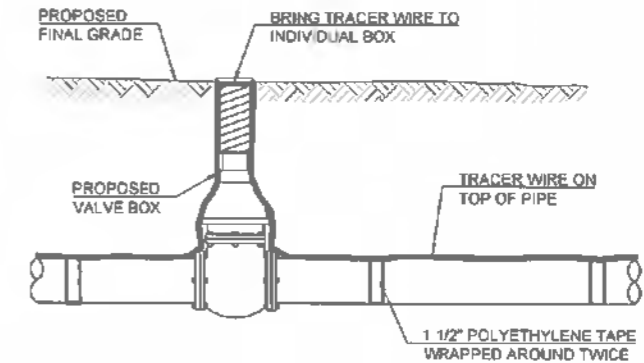


INSTALLATION OF TRACER WIRE FOR PROPOSED WATER VALVE & ALONG PVC WATER MAIN

- NOTES:
- 1 ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.
  - 2 WHEN EXISTING DIP/PVC MAIN IS TO BE EXTENDED WITH A PVC MAIN, THE CONTRACTOR MUST EXCAVATE ALONG THE TOP OF EXISTING MAIN TO THE NEAREST EXISTING VALVE AND INSTALL A TRACER WIRE ON TOP OF EXISTING PIPE AS SHOWN IN DETAIL.
  - 3 TRACER WIRE MUST HAVE THERMOPLASTIC INSULATION/WYMON SHEATH ABRASION, HEAT, MOISTURE, OIL & GASOLINE RESISTANT



INSTALLATION OF TRACER WIRE ALONG TOP OF PVC WATER MAIN

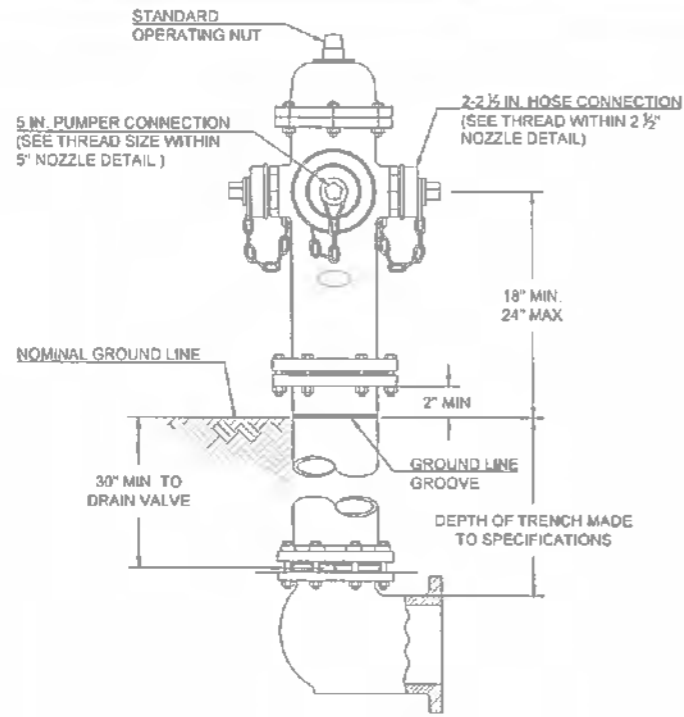


INSTALLATION OF TRACER WIRE FOR PROPOSED PVC WATER MAIN WITH CONNECTION TO EXISTING DIP/PVC WATER MAIN

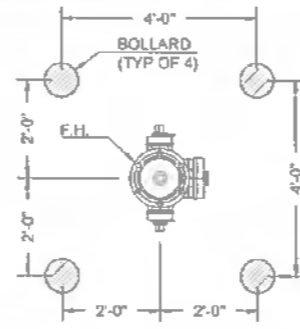
01 PVC PIPE TRACER WIRE INSTALLATION  
515 Scale: N.T.S.



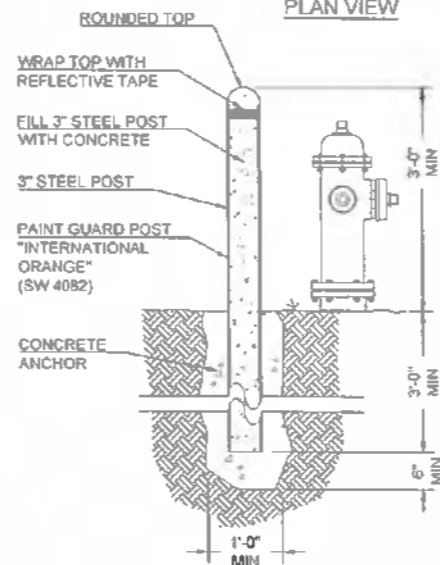
APPROVED BY: *Debra Miller* DATE: 10/16/2023  
 DESIGNED BY: *Donna B...* DATE: 10/10/2023  
 CHECKED BY: *W. J. Huggins* DATE: 10/10/2023  
 W. J. HUGGINS, P.E. UTILITY CONSULTANT  
 UTILITY ENGINEERING



- NOTES:
1. FIRE HYDRANTS MUST BE INSTALLED IN TRUE VERTICAL POSITION
  2. HYDRANT COLOR IS AS FOLLOWS:  
A.) FOR PUBLIC INTERNATIONAL ORANGE (SW 4082)  
B.) FOR PRIVATE CANARY YELLOW (FFEF00)
  3. THRUST RESTRAINTS TO BE USED.
  4. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS AND SIDEWALKS.
  5. FIRE HYDRANTS ARE ONLY AUTHORIZED TO HAVE 1-12 INCH EXTENSION AND ALL PARTS ARE TO BE ORIGINAL EQUIPMENT MANUFACTURER. OTHERWISE A VERTICAL SHOE MUST BE UTILIZED.

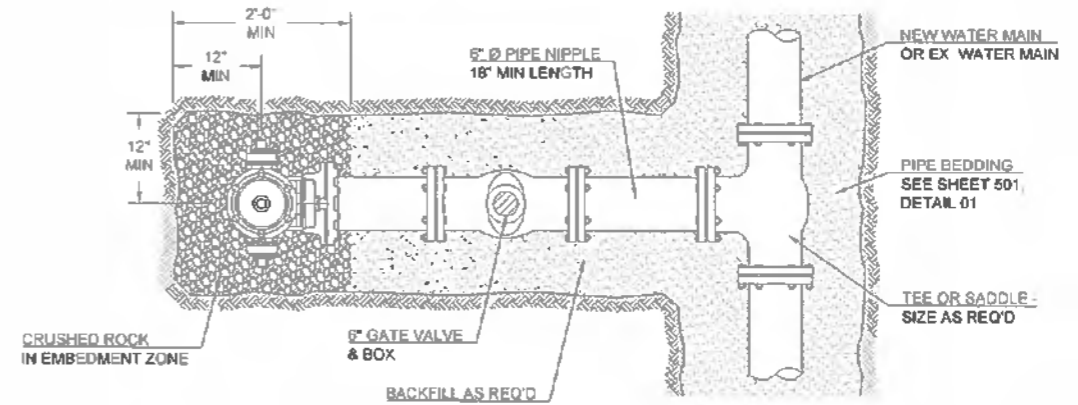


PLAN VIEW

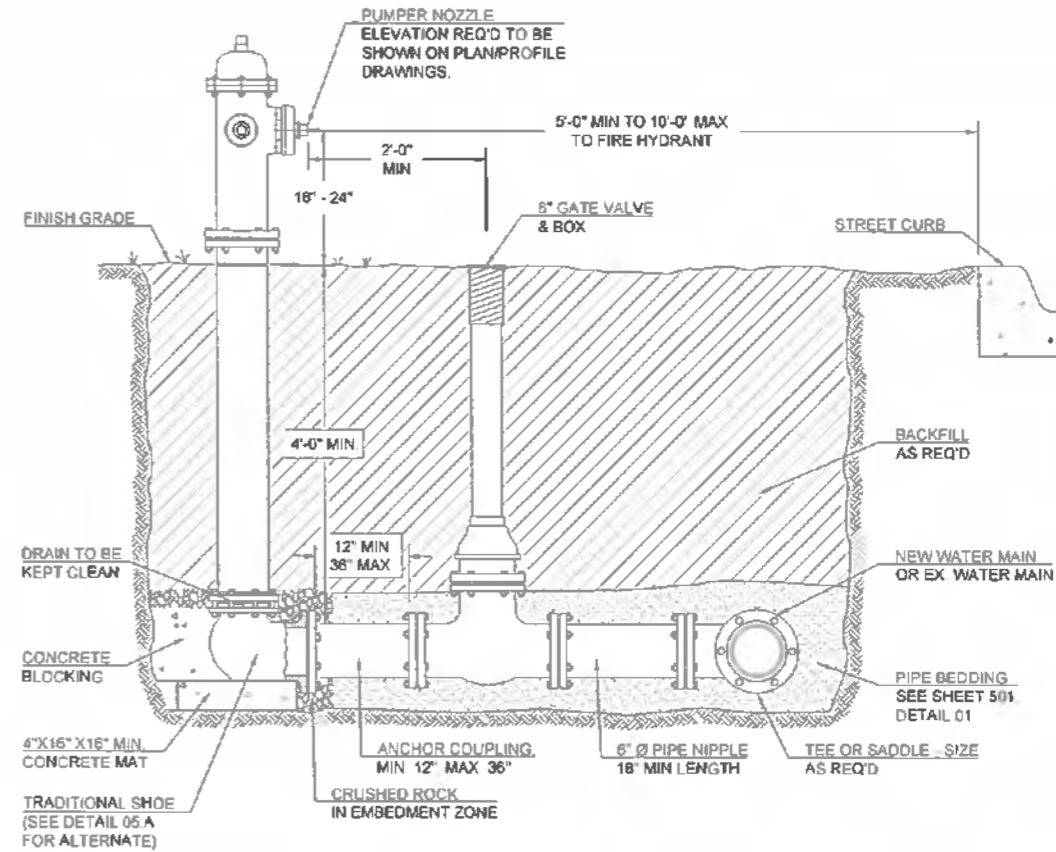


02 BOLLARD INSTALLATION

Scale: N.T.S.



PLAN VIEW

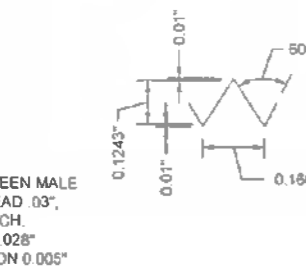
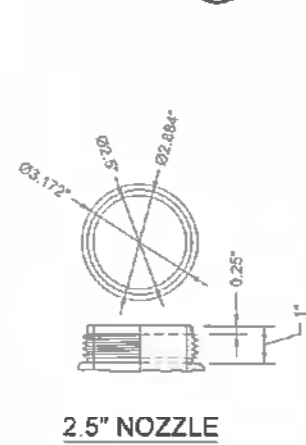


05 FIRE HYDRANT CONNECTION TO MAIN

Scale: N.T.S.

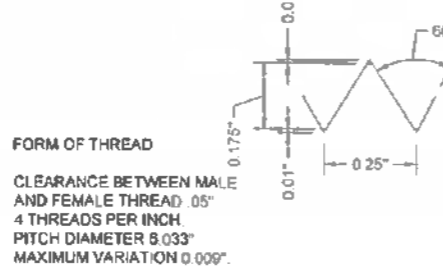
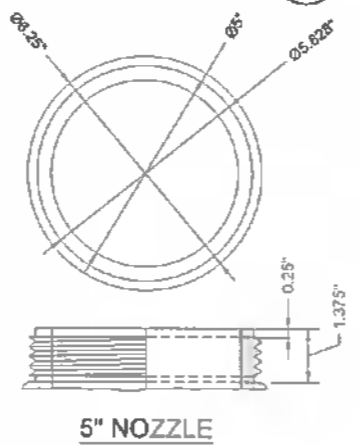
01 FIRE HYDRANT

Scale: N.T.S.



03 FIRE HYDRANT 2.5" NOZZLE DETAIL

Scale: N.T.S.



04 FIRE HYDRANT 5.0" NOZZLE DETAIL

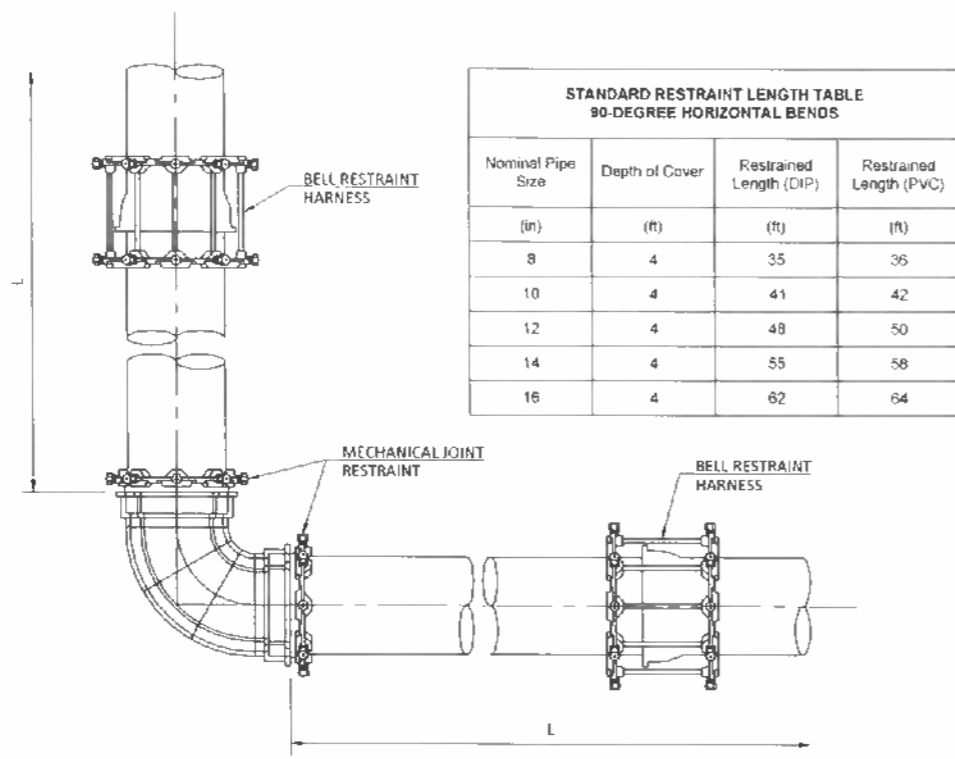
Scale: N.T.S.

05.A (ALT.) VERTICAL SHOE

Scale: N.T.S.

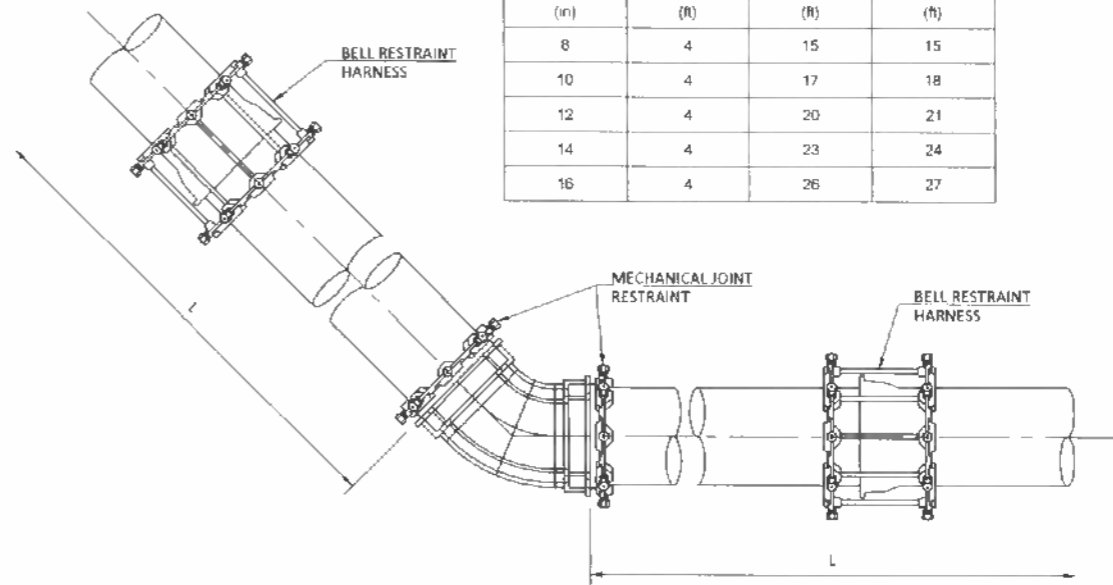


APPROVED BY: *Debra Miller*  
DATE: 10/16/2023  
DESIGNED BY: *Chris Brannan*  
DATE: 10/10/2023  
CHECKED BY: *W. J. H. H.*  
DATE: 10/10/2023  
CITY ENGINEER  
CITY UTILITIES ENGINEERING



| STANDARD RESTRAINT LENGTH TABLE<br>90-DEGREE HORIZONTAL BENDS |                |                         |                         |
|---|----------------|-------------------------|-------------------------|
| Nominal Pipe Size   | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)  | (ft)           | (ft)                    | (ft)                    |
| 8   | 4              | 35                      | 36                      |
| 10  | 4              | 41                      | 42                      |
| 12  | 4              | 48                      | 50                      |
| 14  | 4              | 55                      | 58                      |
| 16  | 4              | 62                      | 64                      |

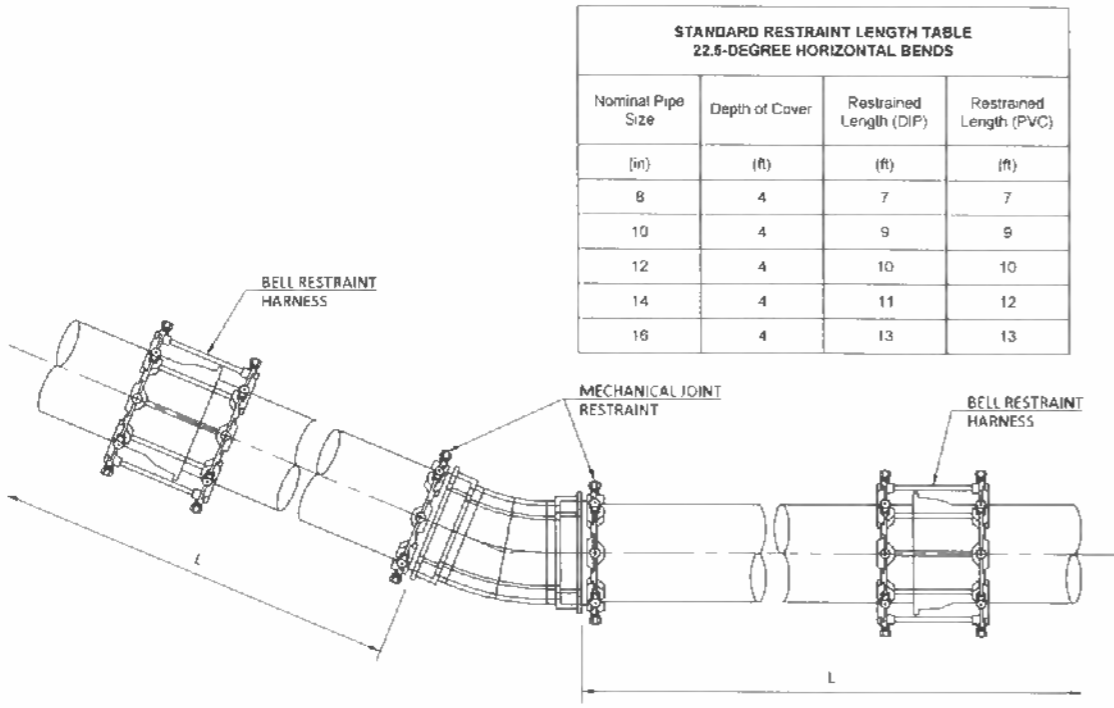
PLAN VIEW  
**01**  
 509 **RESTRAINING 90° BEND**  
 Scale: N.T.S.



| STANDARD RESTRAINT LENGTH TABLE<br>45-DEGREE HORIZONTAL BENDS |                |                         |                         |
|---|----------------|-------------------------|-------------------------|
| Nominal Pipe Size   | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)  | (ft)           | (ft)                    | (ft)                    |
| 8   | 4              | 15                      | 15                      |
| 10  | 4              | 17                      | 18                      |
| 12  | 4              | 20                      | 21                      |
| 14  | 4              | 23                      | 24                      |
| 16  | 4              | 26                      | 27                      |

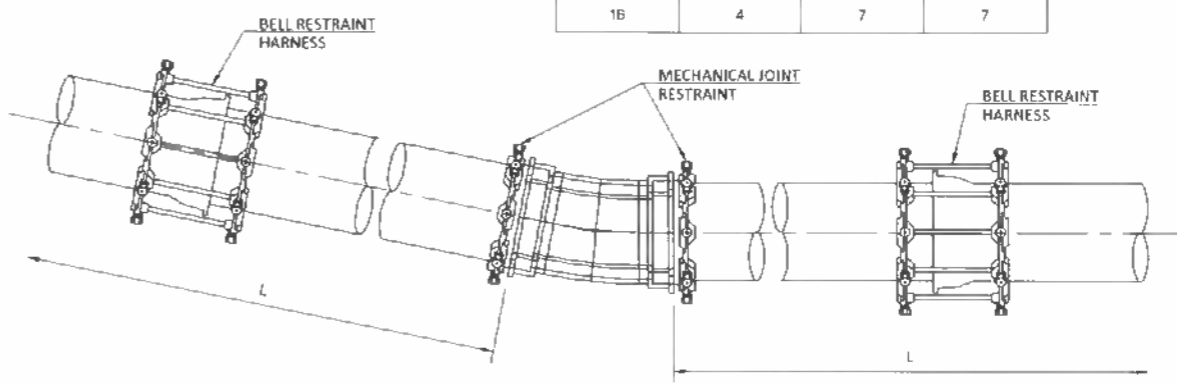
PLAN VIEW  
**02**  
 509 **RESTRAINING 45° BEND**  
 Scale: N.T.S.

GENERAL NOTES  
 1. CONTRACTOR TO FOLLOW ALL MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MECHANICAL JOINT RESTRAINTS AND BELL RESTRAINT HARNESSSES.



| STANDARD RESTRAINT LENGTH TABLE<br>22.5-DEGREE HORIZONTAL BENDS |                |                         |                         |
|---|----------------|-------------------------|-------------------------|
| Nominal Pipe Size   | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)  | (ft)           | (ft)                    | (ft)                    |
| 8   | 4              | 7                       | 7                       |
| 10  | 4              | 9                       | 9                       |
| 12  | 4              | 10                      | 10                      |
| 14  | 4              | 11                      | 12                      |
| 16  | 4              | 13                      | 13                      |

PLAN VIEW  
**03**  
 509 **RESTRAINING 22 1/2° BEND**  
 Scale: N.T.S.

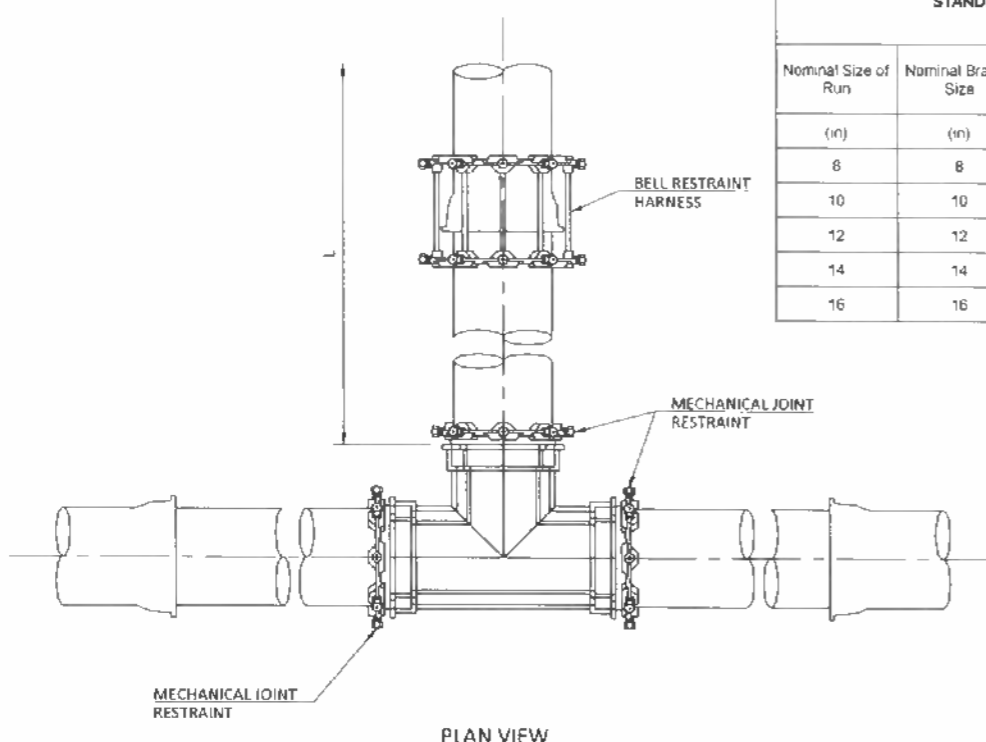


| STANDARD RESTRAINT LENGTH TABLE<br>11.25-DEGREE HORIZONTAL BENDS |                |                         |                         |
|--|----------------|-------------------------|-------------------------|
| Nominal Pipe Size  | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)   | (ft)           | (ft)                    | (ft)                    |
| 8  | 4              | 4                       | 4                       |
| 10   | 4              | 5                       | 5                       |
| 12   | 4              | 5                       | 5                       |
| 14   | 4              | 6                       | 6                       |
| 16   | 4              | 7                       | 7                       |

PLAN VIEW  
**04**  
 509 **RESTRAINING 11 1/4° BEND**  
 Scale: N.T.S.

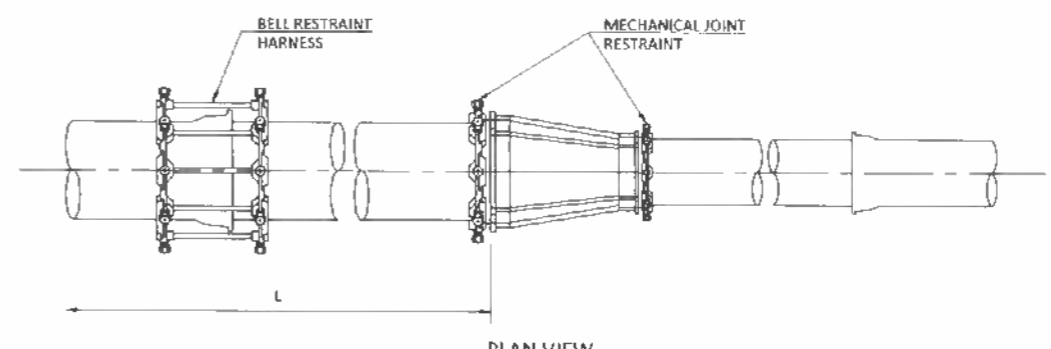
APPROVED BY: *Debra M. Miller*  
 DEBRA M. MILLER, P.E., WATER CITY ENGINEER  
 DATE: 10/16/2023  
*Chris Brown*  
 CHRIS BROWN, GENERAL MANAGER  
 DATE: 10/10/2023  
*Will Haggans*  
 WILL HAGGANS, P.E., UTILITY DIRECTOR  
 DATE: 10/10/2023  
 UTILITIES ENGINEERS

WATER STANDARD DETAILS  
 THRUST RESTRAINTS  
 DETAILS 509.01 TO 509.04



**05**  
509  
**RESTRAINING TEE<sup>o</sup> BEND**  
Scale: N.T.S.

| STANDARD RESTRAINT LENGTH TABLE<br>TEES |                     |                |                         |                         |
|---|---------------------|----------------|-------------------------|-------------------------|
| Nominal Size of Run                     | Nominal Branch Size | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)                                    | (in)                | (ft)           | (ft)                    | (ft)                    |
| 8                                       | 8                   | 4              | 1                       | 1                       |
| 10                                      | 10                  | 4              | 10                      | 11                      |
| 12                                      | 12                  | 4              | 26                      | 31                      |
| 14                                      | 14                  | 4              | 45                      | 54                      |
| 16                                      | 16                  | 4              | 63                      | 69                      |

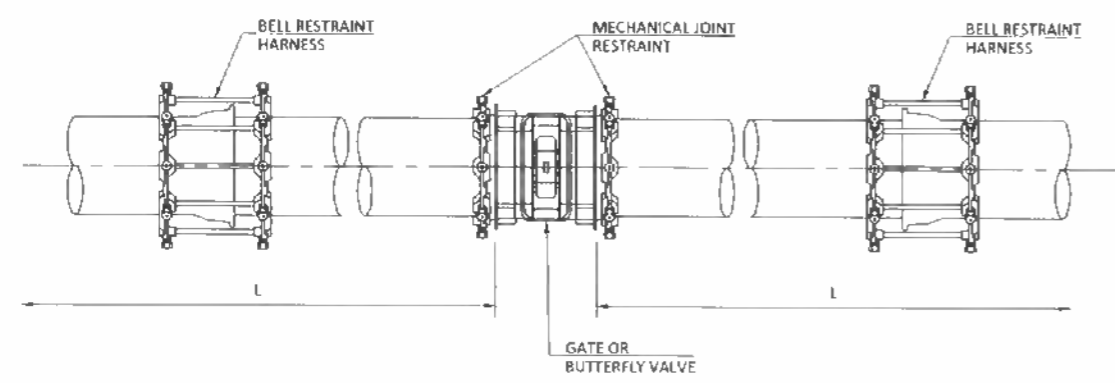


**06**  
509  
**RESTRAINING REDUCER FITTING**  
Scale: N.T.S.

| STANDARD RESTRAINT LENGTH TABLE<br>REDUCERS |                                 |                |                         |                         |
|---|---------------------------------|----------------|-------------------------|-------------------------|
| Nominal Pipe Size                           | Minimum Nominal Size of Reducer | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)  | (in)                            | (ft)           | (ft)                    | (ft)                    |
| 8   | 6                               | 4              | 38                      | 41                      |
| 10  | 8                               | 4              | 36                      | 39                      |
| 12  | 8                               | 4              | 67                      | 73                      |
| 14  | 12                              | 4              | 37                      | 41                      |
| 16  | 12                              | 4              | 69                      | 75                      |

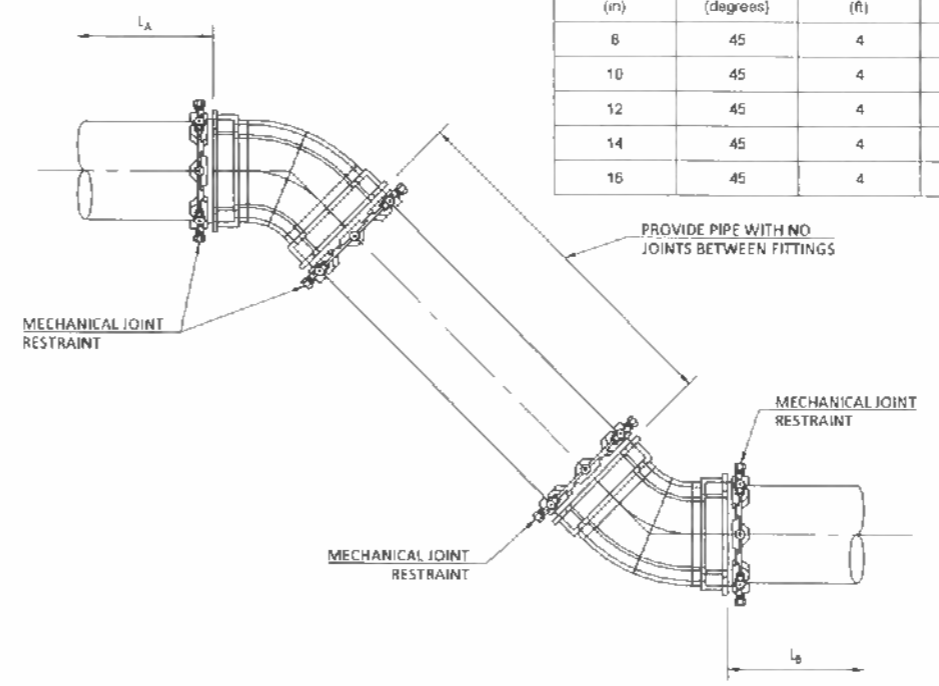
**GENERAL NOTES**  
1. CONTRACTOR TO FOLLOW ALL MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MECHANICAL JOINT RESTRAINTS AND BELL RESTRAINT HARNESSES

| STANDARD RESTRAINT LENGTH TABLE<br>VALVES |                |                         |                         |
|---|----------------|-------------------------|-------------------------|
| Nominal Pipe Size                         | Depth of Cover | Restrained Length (DIP) | Restrained Length (PVC) |
| (in)                                      | (ft)           | (ft)                    | (ft)                    |
| 8   | 4              | 89                      | 97                      |
| 10  | 4              | 107                     | 116                     |
| 12  | 4              | 126                     | 137                     |
| 14  | 4              | 144                     | 160                     |
| 16  | 4              | 162                     | 177                     |



**07**  
509  
**RESTRAINING VALVE CONNECTION**  
Scale: N.T.S.

| STANDARD RESTRAINT LENGTH TABLE<br>VERTICAL OFFSET BENDS |               |                        |                        |  |  |  |  |
|--|---------------|------------------------|------------------------|--|--|--|--|
| Nominal Pipe Size  | Angle of Bend | Depth of Cover (Upper) | Depth of Cover (Lower) | Restrained Length L <sub>A</sub> (Upper) (DIP) | Restrained Length L <sub>B</sub> (Lower) (DIP) | Restrained Length L <sub>A</sub> (Upper) (PVC) | Restrained Length L <sub>B</sub> (Lower) (PVC) |
| (in)   | (degrees)     | (ft)                   | (ft)                   | (ft)   | (ft)   | (ft)   | (ft)   |
| 8  | 45            | 4                      | 8                      | 37   | 8  | 40   | 8  |
| 10   | 45            | 4                      | 8                      | 45   | 9  | 48   | 10   |
| 12   | 45            | 4                      | 8                      | 52   | 11   | 57   | 11   |
| 14   | 45            | 4                      | 8                      | 60   | 12   | 67   | 13   |
| 16   | 45            | 4                      | 8                      | 67   | 14   | 74   | 14   |

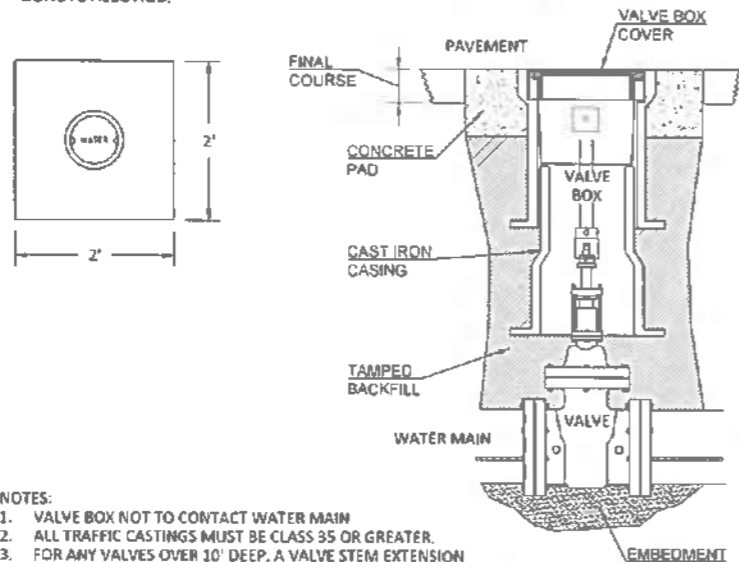


**08**  
509  
**RESTRAINING HORIZONTAL OR VERTICAL OFFSET**  
Scale: N.T.S.

APPROVED BY: *[Signature]*  
DATE: 10/16/2023  
DESIGNED BY: *[Signature]*  
DATE: 10/10/2023  
CHECKED BY: *[Signature]*  
DATE: 10/10/2023  
WALL KUDRINSKI, P.E., UTILITY DIRECTOR

**WATER STANDARD DETAILS**  
**THRUST RESTRAINTS**  
**DETAILS 509.05 TO 509.08**

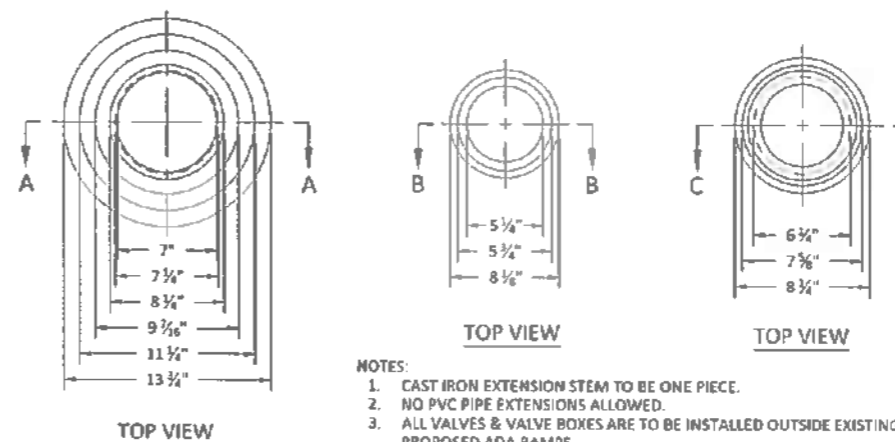
NOTE: 2'x2'x6" CONCRETE PAD REQUIRED FOR ALL SURFACES ALL VALVES. NO PRECAST CONCRETE DONUTS ALLOWED.



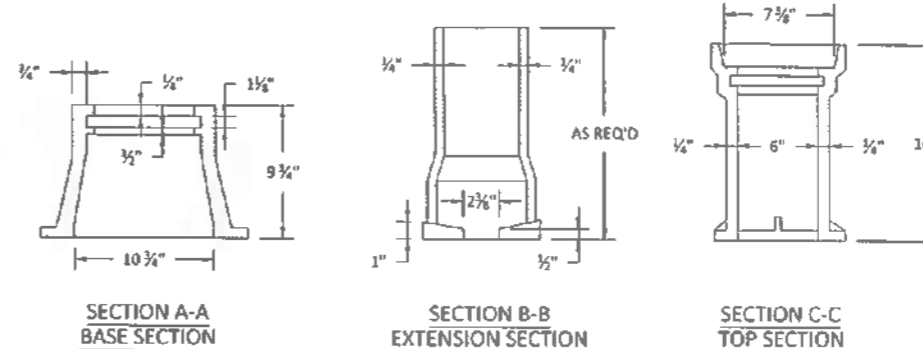
NOTES:

1. VALVE BOX NOT TO CONTACT WATER MAIN
2. ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER.
3. FOR ANY VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5'. EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK.
4. TOTAL VALVE BOX WEIGHT: MINIMUM OF 85 LBS.

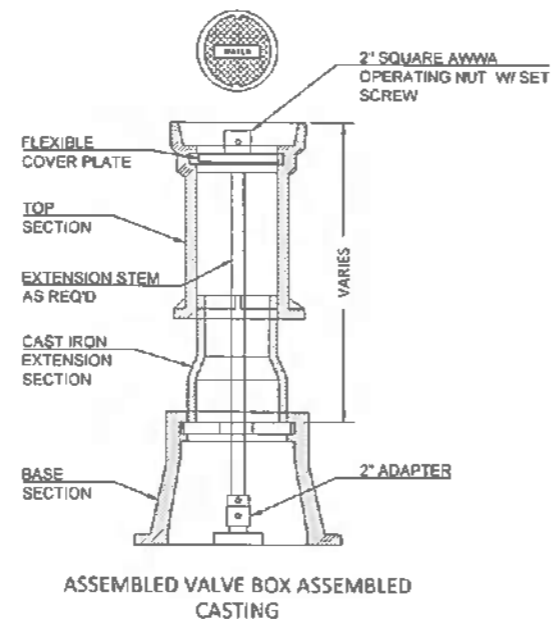
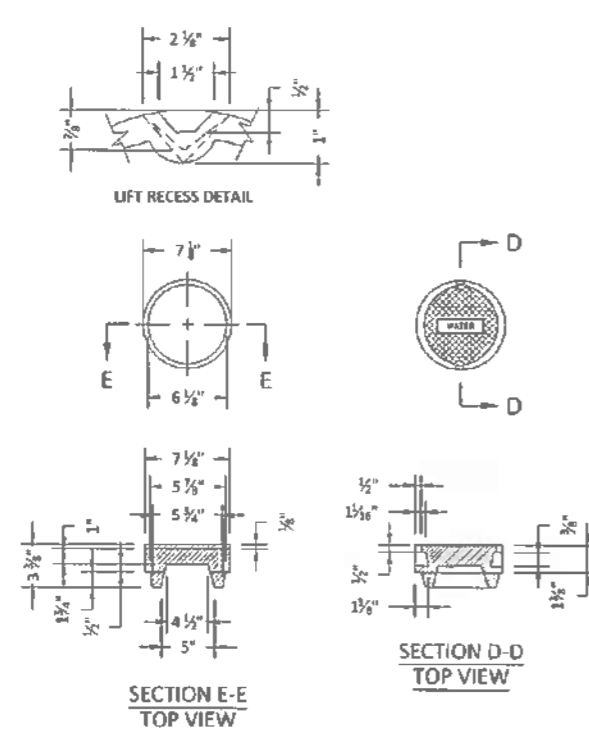
**01 VALVE AND VALVE BOX**  
Scale: N.T.S.



- NOTES:
1. CAST IRON EXTENSION STEM TO BE ONE PIECE.
  2. NO PVC PIPE EXTENSIONS ALLOWED.
  3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

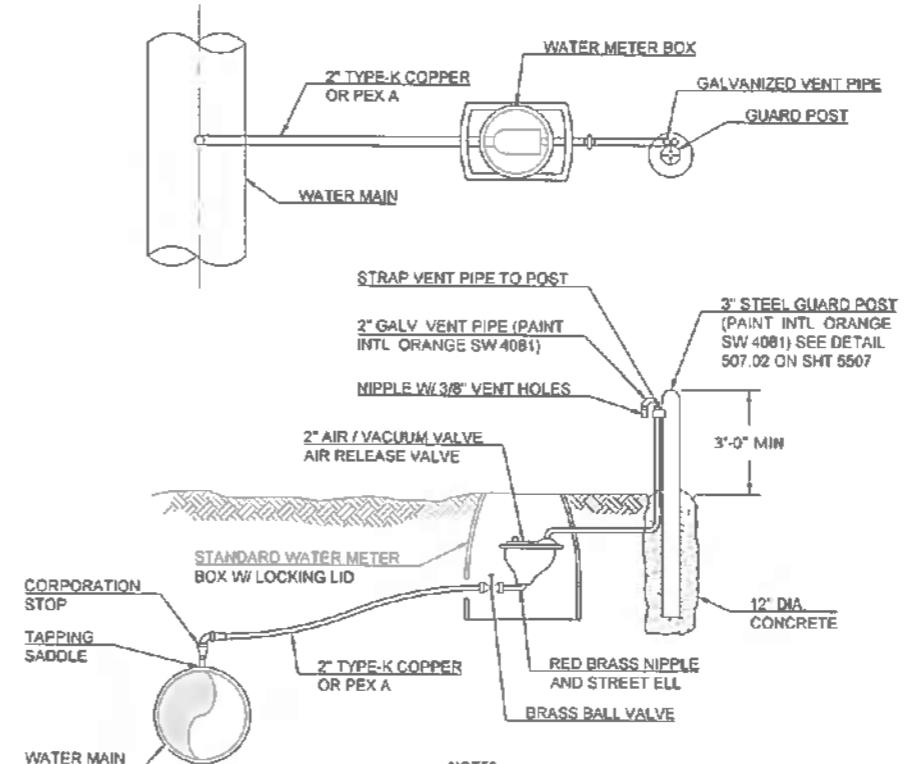


**02 CAST IRON VALVE BOX**  
Scale: N.T.S.



- NOTES:
1. CAST IRON EXTENSION STEM TO BE ONE PIECE.
  2. NO PVC PIPE EXTENSIONS ALLOWED.
  3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.

**03 CAST IRON VALVE BOX**  
Scale: N.T.S.



- NOTES:
1. FOR WATER MAIN INSTALLATION UP TO 16" DIAMETER.
  2. PLACE METER BOX AND BOLLARD AS DIRECTED BY ENGINEER

**04 2 INCH AIR RELEASE VALVE AND VALVE BOX**  
Scale: N.T.S.

APPROVED BY: *[Signature]* DATE: 10/16/2023  
DESIGNED BY: *[Signature]* DATE: 10/10/2023  
CHECKED BY: *[Signature]* DATE: 10/10/2023  
UTILITY ENGINEER

WATER STANDARD DETAILS  
VALVE BOX  
DETAILS 512.01 TO 512.04