
OKLAHOMA INDUSTRIES AUTHORITY

SPECIFICATIONS AND SPECIAL PROVISIONS

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Kenton Tsoodle, Executive Director

<p>WA-2023-00056 / ARP23-0010-DPG OKC 577 Water Main Installation I-240 Service Road from N Eastern Avenue to N Bryant Avenue</p>
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CEC Corporation • 4555 West Memorial Road Oklahoma City, OK 73142
Office: (405)753-4200 • Fax (405)384-4589

THE OKLAHOMA INDUSTRIES AUTHORITY

APPROVAL SHEET

WA-2023-00056 /ARP-23-0010-DPG

OKC 577 Water Main Installation

I-240 Service Road from N Eastern Avenue to N Bryant Avenue

Prepared by:

CEC Corporation



Kyle Morse, P.E., Engineer



Recommended for Approval



Kenton Tsoodle, General Manager

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Detailed Bid Form Items

ARPA Affidavits

Byrd Anti Lobbying Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

NOTICE TO BIDDERS

Notice is hereby given that Oklahoma Industries Authority (“Awarding Public Agency” or “OIA”) will receive sealed Bids for the construction of:

**WA-2023-00056 /ARP-23-0010-DPG
OKC 577 Water Main Installation
I-240 Service Road from N Eastern Avenue to N Bryant Avenue**

in the Office of the Alliance for Economic Development of Oklahoma City, 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, until **10:00 a.m. C.S.T., on the 20th day of February, 2024**. Bids shall be opened at the above stated time for receipt of Bids or as soon thereafter as practicable. Bids received more than ninety-six (96) hours prior to the bid opening time listed above will be returned.

Funding for this project is provided American Rescue Plan Act (ARPA) grant program. As such, compliance with Labor Standards Contract Provisions is mandatory. Compliance with the Davis Bacon Act is mandatory **if the total project cost exceeds \$10,000,000** (Ten Million dollars).

Bids must be made in accordance with this Notice to Bidders and the Bidding Documents, including all Addenda, which are available for examination online at www.theallianceokc.org or in person at the Alliance for Economic Development offices (105 N. Hudson, Ste 101, Oklahoma City, OK 73102) during office hours with appointment which can be made by calling (405)604-6780.

To bid on this Contract, the Bidder must be prequalified by the City of Oklahoma City’s Prequalification Review Board on the Bid Date and Bid Time as: **Water Pipeline Contractor “B”**.

Pre-Bid Conference: Mandatory Pre-Bid Conference will be held **January 30, 2024, at 9:30 am C.S.T.** at CEC Offices located at 4555 W. Memorial Rd., Oklahoma City, OK 73142. All potential bidders are responsible to read all Bidding Documents and submit questions in writing through the email at kyle.morse@connectcec.com with copy to daisy.munoz@theallianceokc.org by **February 1, 2024 at 5:00 p.m. C.S.T.** All additional questions in the meeting will be recorded in an addendum.

All bids received at the time provided above will be opened and evaluated for completeness and correctness. All work shall be performed, and all construction and materials used and furnished shall be in accordance with the Bidding Documents, Addenda, Oklahoma City Standard Specifications for Construction of Public Improvements Plans, and Specifications approved by Awarding Public Agency and available as stated above.

Bidder must complete the Project within **ONE HUNDRED AND TWENTY (120)** calendar days of date as stated in the Work Order.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma and approved by the Awarding Public Agency and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded.

The Maintenance Bond shall be in favor of Awarding Public Agency and shall be for a period of **(2 years)** in an amount equal to one hundred percent (100%) of the Contract amount. The Maintenance Bond will guarantee the repair of all damage due to improper materials or workmanship for the period after the acceptance of the work by the Awarding Agency.

Additional information is contained in the Bidding Documents. Prior to bidding on this Project, Bidders must carefully examine the Bidding Documents, Addenda (if any) and the Oklahoma City Standard Specifications for Construction of Public Improvements. These Standard Specifications are incorporated by reference into the Bidding Documents except as expressly superseded by the Bidding Documents. Bidder is responsible for monitoring the Alliance for Economic Development of Oklahoma City website to determine whether addenda were issued and for opening and complying with all addenda.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as **Project No. ARP-23-0010-DPG**. The following requirements and regulations must be complied with:

- A. Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.
- B. Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements which have been adopted for the OWRB ARPA program and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.
- C. If the total project cost exceeds \$10,000,000 (Ten Million dollars) then Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and

sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1, 3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at <http://www.sam.gov/> and <https://www.dol.gov/agencies/whd/government-contract/construction> .

- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. ON April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.”

The contract is to be awarded to the lowest, responsive, responsible bidder. Awarding Public Agency reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. Awarding Public Agency reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.0 ACCESS

1.0.1 It is the policy of the Awarding Public Agency to ensure that communications with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires an accommodation, a modification of policies or procedures, or an auxiliary aid or service in order to participate in a meeting should contact Awarding Public Agency Staff as soon as possible but not later than 48 hours (not including weekends or holidays) before the scheduled meeting. The Awarding Public Agency will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability.

1.0.2 The Awarding Public Agency does not provide access to a computer for accessing bid document.

1.1 BIDDING DOCUMENTS; DEFINITIONS

For this Project, the Awarding Public Agency adopts and incorporates by reference certain Oklahoma City's policies and specifications, subject to the precedence of the express requirements of these Bidding Documents. Provided, however, although Standard Specifications for Construction of Public Improvements ("Standard Specifications") may delegate administration and inspections to the Oklahoma Industries Authority or its designees, the Contractors contractual obligations are due and owed to the Awarding Public Agency.

1.1.1 The "Bidding Documents" consist of: the "Bid Package", Project Plans, Standard Specifications, Special Provisions and the documents referenced or incorporated, Bid Security or Bid Bond, Addenda and Contract and Bond Forms. Electronic copies of the Bidding Documents are available at www.theallianceokc.org.

The "Bid Package" consists of: Bid Package Cover Sheet; Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Item Response Form; Anti/Non-Collusion Affidavit; Business Relationship Affidavit; Small, Local and Minority Business Subcontracting Affidavit/Plan; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date.

Each Bidder shall be responsible for submitting their Bid in accordance with the Contract Documents, including all Addenda. Additionally, each Bidder shall be responsible for acquiring and distributing the necessary documents required to develop the Bid and construct the project. In the case of a joint venture, an eligible representative from **each** of the participating entity must sign the Bid and documents required for this bid.

The "Contract Documents" consist of: Bidding Documents; Contract; Performance Bond;

Statutory Bond; Maintenance Bond; Defect Bond, if required; Certificate of Insurance; Certificate of Nondiscrimination; Special Provisions; Project Plans, Standard Specifications; other documents provided in the Contract Documents or required to be submitted with the Bidding Documents; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of the Contract shall be a part of the Contract Documents upon their approval by the Awarding Public Agency.

1.1.2 The Definitions set forth in Part 1 of the City's "Standard Specifications for Construction of Public Improvements", and in the Bid Documents, are applicable to the Bidding Documents.

1.1.3 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.

1.1.4 The "Engineer" is that person or firm under contract with the Awarding Public Agency to prepare the plans and specifications for and supervise the construction of the Project.

1.1.5 The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid Bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. The calculation of the amount of the Bid Security shall be as provided in Section 4.2.1 of these Instructions to Bidders. Bid Bonds shall be submitted with the Bid documents. Irrevocable Letters of Credit, certified check and/or cashier's check must be hand delivered to the Daisy Munoz, 105 N. Hudson, Ste 101, Oklahoma City, Oklahoma 73102 prior to Bid Time.

1.1.6 "Prequalification" or "Pre-qualified" shall mean that prior to the Bid Date the Bidder is listed by the Prequalification Review Board as "Pre-qualified" for the type or types of work required for the Project. In the case of a joint venture, **each** of the participating entities in the joint venture must be prequalified.

1.1.7 "Completed" shall mean that the Project shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the OIA Project Manager and Engineer.

1.1.8 "Acceptance" shall mean the formal recorded acceptance of the Project by the Awarding Public Agency.

1.1.9 Intentionally removed.

1.1.10 The "Bidder Acknowledgment" shall mean that the Bidder prepared this Bid and, before preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the Awarding Public Agency and properly submit the required Contract, Bonds, and certificate of insurance within seven (7) calendar days following the Awarding Public Agency's

notification of its intent to award Contract, unless such time is extended by the OIA Project Manager. Bidder hereby agrees to commence work within ten (10) calendar days after the Work Order is issued by the OIA Project Manager and to complete the Project within the number of calendar days or by the calendar date specified in the Notice to Bidders. Bidder encloses the Bid Security as required in Bidding Documents. The Anti/Non-Collusion Affidavit, in its entirety, is incorporated herein by reference.

1.1.13 “Awarding Public Agency” defined as the public entity, OIA, awarding a Public Improvement Contract.

1.2 CONFIDENTIALITY

1.2.1 No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Awarding Public Agency with the Bidder based upon such Bid.

1.3 PREQUALIFICATION AND LICENSES

1.3.1 Application for prequalification must be made to the Contractor's Prequalification Board and the required information provided to the Board. Unless prequalification is specifically waived in the Notice to Bidders for the Project or by formal Awarding Public Agency action, all Bidders must be listed by the Prequalification Review Board as "Pre-qualified" for the class or classes of work before the Bid Date. In the event prequalification is waived, or in addition to prequalification, the Bidder may be required to present other evidence of qualification as required in the Bidding Documents. In the case of a joint venture, **each** of the participating entities in the joint venture must submit a questionnaire and any other requested evidence of qualification.

1.3.2 Bidder's must be Pre-qualified for the specific class or classes of work, as provided in the Bidding Documents and the “Standard Specifications for the Construction of Public Improvements.” In the case of a joint venture, **each** of the participating entities in the joint venture must have obtained the specified prequalification. Unless prequalification is specifically waived in the Bidding Documents for the Project, submission of any proposed Contractor or Bidder who is not listed, at the time for receipt of Bids, as Pre-qualified for the class or classes of work required for the Project will not be considered by the Awarding Public Agency.

1.3.3 The prequalification requirements for the Project are set forth in the Notice to Bidders.

1.3.4 Regardless of whether or not prequalification is required to bid, any proposed Contractor or Bidder must have obtained prequalification and any license or licenses which is/are necessary to the accomplishment of the Project. In the case of a joint venture, **each** of the participating entities in the joint venture must have obtained prequalification and any license or licenses which is/are necessary to the accomplishment of the Project.

1.4 SALES TAX

1.4.1 The Contractor will be responsible for and bear the cost of all applicable sales and use taxes and all other applicable local, state, or federal taxes pertaining to this Project. Applicable taxes will be deemed a cost the Contractor has included in its Bid and Contract Price (Lump Sum Price and Unit Prices) and by extension of such Unit Prices in any subsequently issued Amendment. Similarly, the Contractor must include any applicable taxes in any Change Order. Awarding Public Agency will be liable for any change in taxes or any new or additional taxes; such taxes will be and are a risk and liability of the Bidder or Contractor included in its Bid and Contract Price and any such change in or new or additional tax will not be paid or reimbursed by the City or Awarding Public Agency.

1.5 STANDARD SPECIFICATIONS

1.5.1 The Oklahoma City "Standard Specifications for the Construction of Public Improvements," as amended, shall govern all aspects of bidding for and construction of the project. Exceptions to the "Standard Specifications" will be set forth in the Bidding Documents. The Bidding Documents shall prevail over any conflicting statement in the Standard Specifications. The Standard Specifications may be viewed or downloaded at www.okc.gov/departments/public-works.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read carefully and understands the Bidding Documents and has inspected the Project Site and become familiar with local conditions under which the Project is to be constructed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the Project and all attending circumstances affecting the cost of constructing the Project and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the Project for which the Bid is submitted and for other portions of the Project, if any, being Bid concurrently or presently under construction.

2.1.3 The Bid is based upon the materials, equipment, systems or services required by the Bidding Documents without exception.

2.1.4 The Bidder has read and acknowledges that by submitting the Bid, the Bidder is accepting the Bidder Acknowledgment as defined in section 1.1.11.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 The Bidding Documents are available through www.theallianceokc.org

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Awarding Public Agency nor the consulting Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall at once report to the OIA Project Manager or Engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the Bidding Documents must be made to the OIA Project Manager and Engineer.

3.2.2 Addendum Required. The Bidding Documents represent all the information the Awarding Public Agency will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Such addenda shall be issued by the OIA Project Manager and approved or ratified by the Awarding Public Agency. Interpretations and/or changes made in any other manner will not be binding upon the Awarding Public Agency and Bidders shall not rely upon them. All Addenda will be issued through the Alliance website – www.theallianceokc.org.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the OIA Project Manager or Engineer within seven (7) days prior to the Bid Date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the Project, including changes in the Project of other contracts that incorporation of the proposed substitution would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the Bidder.

3.3.3 If a proposed substitution is approved prior to Bid Date, such approval will be set forth in an addendum issued by OIA Project Manager and approved or ratified by the Awarding Public Agency. Bidders shall not rely upon approvals made in any other manner.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 The OIA Project Manager may issue addenda as may be necessary in the best interest of the Awarding Public Agency. Addenda may amend the date and/or time for receipt of Bids or any specification, item, document or requirement in the Bidding Documents. Addenda will be posted on the Alliance website – www.theallianceokc.org. It shall be the obligation of the Bidder to ascertain any addendum prior to the Bid Date. Bidder has the obligation to read and comply with the terms of the Bidding Documents as amended by addenda, if any.

3.4.2 Copies of addenda will be made available for inspection online at www.theallianceokc.org or in person at the Alliance for Economic Development offices (105 N. Hudson, Ste 101, Oklahoma City, OK 73102) during office hours with appointment which can be made by calling (405)604-6780.

3.5 MANDATORY PRE-BID CONFERENCE

The Awarding Public Agency requires all prospective Bidders to attend a Pre-Bid Conference as a prequalification requirement to be eligible to submit a sealed Bid. Attendance is a prequalification requirement for this Project. The Contractor who plans to submit a Bid must attend this conference. In the case of a joint venture, an eligible representative from **each** of the participating entities in the joint venture must be in attendance. Sub-contractors are not required to attend.

Failure to attend this conference will cause Bid submission to not be considered. The purpose of the conference is to discuss the plans and specifications.

NOTE: The Pre-Bid Conference will begin at the designated time; attendance will be recorded by roll call; only full-time employees of the prospective Bidder's company will be considered as eligible representatives for attendance; and five minutes after the meeting is called to order, the meeting will be closed for entry (**late arrivals will not be allowed to participate**). The official timekeeper for closing the entry shall be the Awarding Public Agency staff member chairing the Pre-Bid Conference.

The following will not be eligible to Bid on the Project: (1) prospective Bidders leaving the meeting prior to adjournment of the Pre-Bid Conference; (2) prospective Bidders whose name is called during roll call but were not in attendance; or (3) any Bidder not in attendance at the Pre-Bid Conference.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 The Bid must be submitted by mail or in person at the offices of the Alliance for Economic Development of Oklahoma City, 105 N. Hudson, Ste 101, Oklahoma City, OK 73102. Mailed Bids shall be in a sealed envelope with an outer envelope and must be mailed early enough to ensure receipt before the bid submission deadline.

4.1.2 All forms, all blanks and all affidavits must be completed, signed, and submitted as part of

the Bid.

4.1.3 All prices must be completed and submitted as part of the Bid. Where so indicated by the Item Response Form, sums shall be expressed in numerals. All base bid items must have a price indicated. All alternate bids, whether add alternates or deduct alternates, must have a price indicated, unless expressly stated otherwise in the Bidding Documents. Should the Bidding Documents expressly state that Bidders need not bid on all alternates, a Bidder that does not wish to bid on that add/deduct alternate bid must enter “No Bid” and a bid of “zero dollars” must be entered for that line item.

4.1.4 Where detailed or unit prices are requested or required in the Bidding Documents, the Bidder must complete and submit detailed or unit prices on the Item Response Form and the total bid amount shall be the cumulative total of the detailed or unit prices.

Unless otherwise provided in the Bidding Documents, where unit prices are bid, payments and claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the Project will require a Contract Amendment and any deduction or increase in payment will be based on unit prices and actual verified and authorized quantities.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form of a Bid Bond and/or irrevocable letter of credit or a certified check and/or cashier's check delivered by bid receipt time, in the amount of five percent (5%) of the amount of the Bid. Bid Bonds shall be submitted with the Bid documents. Irrevocable Letters of Credit, certified check and/or cashier's check must be hand delivered to the Daisy Munoz, 105 N. Hudson, Ste 101, Oklahoma City, Oklahoma 73102 in a sealed envelope with notations including the Bidder's name, the Project Number and “Bid Security,” prior to Bid Time. For the purposes of this section, Bid shall mean the highest combination of the base bid plus all add/deduct alternate bids. The Bid Security is a guaranty that the Bidder will enter into a Contract with the Awarding Public Agency on the terms stated in the Bid and will furnish Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such Bonds as required and/or the required Certificate of Insurance and other required documents, the amount of the Bid Security shall be forfeited to the Awarding Public Agency as liquidated damages, not as a penalty.

4.2.2 The Awarding Public Agency has the right to retain the Bid Security of Bidders until either (a) the Contract and Bonds and other required documents have been executed or submitted by the successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

4.3 SUBMISSION OF BIDS

4.3.1 The Item Response Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid.

4.3.2 All Bids from prequalified Bidders timely received may be considered by the Awarding Public Agency prior to a Contract being awarded. Bids shall be delivered not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the Bid Date and Bid Time. All Bids received before more than 96 hours before the Bid Date and Bid Time, will not be considered. Submissions will not be received after the time and date.

4.3.3 The Bidder shall assume full responsibility for timely completion and submission of the Bid.

4.3.4 Any bid not submitted at the Alliance for Economic Development of Oklahoma City (105 N. Hudson, Ste 101, Oklahoma City, OK 73102) is invalid and will not receive consideration.

4.3.5 The Bid affidavits must be properly completed, signed, sworn to, notarized and submitted with the Bid.

The required affidavits are:

- (1) Anti/Non-Collusion Affidavit
- (2) Business Relationship Affidavit
- (3) Such other Affidavits as may be required by law or OWRB, See Section 7.1.

4.4 BIDS NOT TO BE MODIFIED OR WITHDRAWN

4.4.1 No Bid shall be withdrawn, altered, changed, executed or otherwise revised in any manner by any Bidder once delivered to the Alliance for Economic Development of Oklahoma City.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

5.1.1 Bids submitted and timely received will be opened publicly and will be read aloud in the presence of the Awarding Public Agency representative, Engineer, and designated legal counsel at the time stated in the Notice to Bidders. Opened Bids will remain on file with the Awarding Public Agency representative for at least forty-eight (48) hours. A tabulation of bid information may be made available to the Bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Bids will be considered by the Awarding Public Agency. The Awarding Public Agency shall have the right to reject any or all Bids. The Awarding Public Agency shall have the right to waive immaterial defects or irregularities in a Bid received and to accept the Bid, which, in the Awarding Public Agency's judgment, is in its own best interest.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the Awarding Public Agency to award a Contract to the lowest and best responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

5.3.2 The Awarding Public Agency shall have the right to accept add/deduct alternate bids in any order or combination and to determine the lowest and best Bidder on the basis of the sum of the base Bid and such alternates accepted by the Awarding Public Agency at its discretion, unless otherwise stated in the Bidding Documents.

5.3.3 Should a Bidder who is awarded a Contract upon a Bid fail to execute and provide the Contract and Bonds or to provide the required certificates of insurance and/or any other required documents, the Awarding Public Agency reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best responsible Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 See the Bidding Documents for Bond requirements.

6.1.2 The cost of such Bonds shall be included in the amount of the Bid.

6.1.3 The Awarding Public Agency may, by formal action, reject/not accept any bond if the surety issuing the Bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the Awarding Public Agency in any litigation involving bonds issued in favor of the Awarding Public Agency; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and Bonds, together with the certificates of insurance as required in the Bidding Documents, to the Awarding Public Agency's project manager no later than seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the Awarding Public Agency's Project Manager.

6.2.2 The date blanks on the Bonds shall be left blank. The dates will be inserted by the Awarding Public Agency upon approval of the Contract and Bonds by the Awarding Public Agency.

6.2.3 The Bidder shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

7.1 OWRB SPECIFIC CRITERIA

7.1.1 In the event of a conflict between the Specifications and the SRF Supplemental Conditions

(ORF-185), the latter will govern. In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following additional items, shall also be included in this Bid Packet and shall be submitted along with the bid:

Contractor's State about Equal Opportunity (ARP-211)
Contractor's Certificate of Non-Segregated Facilities (ARP-212)
Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)
Bidder's/Supplier's List (ARP-249)
Subcontractor Performance form (ARP-6100-3)
Subcontractor Utilization form (ARP-6100-4)
DBE documentation (if applicable).

The Engineer of Record is Kyle Morse with CEC Corporation. The Engineer of Record's contact phone number is 405-753-4644.

SPECIAL PROVISIONS

These Special Provisions are included in and are a part of the Bidding Documents for this Project.

1. Standard Specifications for the Construction of Public Improvements. The Oklahoma City's "Standard Specifications for the Construction of Public Improvements" as most recently amended, is included by reference in these Bidding Documents in its entirety as though fully set forth herein. The provisions of the "Standard Specifications of the Construction of Public Improvements" are applicable to and binding upon this Project unless and except where specifically superseded by a provision(s) of the Bidding Documents and/or the Special Provisions-Technical for this Project. The Special Provisions-Technical shall prevail over any conflicting statement in or requirement of the Bidding Documents. Copies of the "Standard Specifications for the Construction of Public Improvements" may be viewed or downloaded at www.okc.gov/departments/public-works.

2. Nondiscrimination. Neither the Contractor nor any subcontractors employed on this Project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the Awarding Public Agency for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

The "Notice of Equal Employment Opportunity" poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing Work on the Project.

3. Permits or Licenses. The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by City of Oklahoma City Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the Project.

4. Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all City of Oklahoma City Ordinances, Codes and regulations which in any manner affect the conduct of the Work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof will be considered.

5. Safety. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

6. Contract. Contractor will enter into the Contract with the Awarding Public Agency and properly submit the executed Contract and the required Bonds, documents, and Certificate of Insurance within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless said time is extended by the OIA Project Manager. With the Contract, the Contractor will submit a properly signed Certificate of Nondiscrimination. No Work shall be commenced until the written Contract has been executed and the required Bonds and insurance have been provided and a Work Order has been issued.

7. Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment or a change order approved by the Awarding Public Agency. As used herein, the terms "amendment" and "change order" shall have the following meanings.

"Amendment" shall mean a modification to a construction contract which was Bid on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective until it has been approved by the Awarding Public Agency. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act of 1974, as amended.)

"Change Order" shall mean a modification of a lump sum contract or a contract bid on a unit price basis where a unit price has not been established for a particular item or items of Work. The change order may authorize an addition, deletion or revision in the Project or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the Awarding Public Agency.

8. Pre-Work Conference. The Awarding Public Agency shall hold a pre-work conference. The Contractor or his designee must attend the conference. The Contractor's superintendent and subcontractor(s) may attend. The Engineer or designee and any consultant for the Project will attend for the Awarding Public Agency. The conference will be conducted at a time and place established by the OIA Project Manager.

9. Contractor's Responsibility for the Work. Until formal written acceptance by the Awarding Public Agency, the Project shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the Project or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. The Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the Project occasioned by any of the forgoing causes before formal acceptance of the Project by the Awarding Public Agency.

10. Inspection. The OIA Project Manager and Engineer and their representatives shall at all times have access to the Project. Contractor will provide proper and safe access for inspection. The Awarding Public Agency may maintain inspectors on the Project site for the purpose of inspecting materials, workmanship and conditions of Work and equipment. The Contractor shall provide proper and safe access for all inspections required by the City of Oklahoma City Standard Specifications for Construction of Public Improvements and Technical Codes and any other inspections required by City, Federal, or State laws or regulations.

Contractor shall notify the Awarding Public Agency's Inspector twenty-four (24) hours prior to pouring concrete and at any other times required in the Bidding Documents. Contractor shall notify the Awarding Public Agency's Inspector twenty-four (24) hours prior to performing Work relating to exposing, supporting, adjusting, connecting or relocating waterlines. Inspection services will be provided by the Engineer, contact Will Nedbalek at 405-508-5438 to coordinate inspection.

It is the Contractor's responsibility to arrange for and have conducted any and all inspections required by the City of Oklahoma City's Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

11. Testing. The Engineer will provide a test schedule for the Project and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. The Engineer may require such additional tests as necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications. The Contractor shall provide such facilities as the Engineer or designee may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by the Awarding Public Agency and at the expense of the Awarding Public Agency.

12. Payment and Retainage. Partial payments shall be made based on the Work timely completed and in accordance with the Contract and the submission of the required documents. Five percent (5%) of all partial payments due shall be withheld as retainage until the project is completed in excess of fifty percent (50%). The retainage shall be reduced to two and one-half percent (2.5%) of the amount earned to date once the public agency has determined that satisfactory progress has been made.

Applications for payment shall be made upon the forms provided by the Awarding Public Agency or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail. Contractor must supply invoices for any stored materials for which payment is claimed.

13. Closing a Street. Streets or lanes of streets in the construction zone may be closed only upon the prior approval of the City Engineer or designee. Should a street closing be approved, the Contractor is responsible for notifying the following at least twenty-four (24) hours in advance of the closing. [Notification by email at workzones@okc.gov is preferred.](mailto:workzones@okc.gov)

14. Detours. The City Engineer or designee shall first approve all detour routes while streets are closed during construction. The Contractor must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices."

15. 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, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work

as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Contractor shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Control Devices." The Contractor shall provide an "after hours" phone number to the City of Oklahoma City's Emergency Operations Center and to the Field Services Division to be used for notification to the Contractor of the need to repair signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the calendar days or alter the calendar date specified for project completion and the Contractor shall not be entitled to any additional or different compensation thereby.

16. Final Cleaning Up. Upon completion of the Project and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the Project surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or the Project in a neat and orderly condition. Waste materials removed from the site of the Project shall be disposed of at locations satisfactory to the Engineer and which are in compliance with Federal, State and City of Oklahoma City requirements.

17. Insurance and Indemnity. The Contractor shall obtain and maintain insurance coverage as provided below. The required insurance shall be maintained in full force and effect until completion and formal acceptance by the Awarding Public Agency of the Project. The Contractor must provide, pay for, and maintain insurance, written with an insurance company acceptable to the Awarding Public Agency, for the coverage and amounts of coverage not less than those set forth below. All insurance must be from responsible insurance companies eligible to do business in the state of Oklahoma. The requirements provided below are designed to meet the minimum insurance coverage of the Awarding Public Agency. The Contractor shall be solely responsible for the sufficiency of its own insurance program.

All liability policies (except worker's compensation insurance) must name the City and Oklahoma Industries Authority, as additional insureds without reservation or restriction. All liability policies must provide that with respect to claims involving any insured, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured. A no claims made insurance coverage or policy may be accepted; however if any insurance is written in a "claims-made" form, the Contractor must also provide tail coverage that extends a minimum of one year from the expiration of the Contract.

Any deductibles or self-insured retentions in excess of \$25,000, or any scheme other than a fully insured coverage of general liability, automobile liability and/or employer's liability must be requested by the Contractor and formally approved in advance by the Awarding Public Agency. At the option of the Awarding Public Agency, approval of deductibles or self-insured retention may be conditioned upon: (1) the Contractor must require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the Awarding Public Agency; or (2) the Contractor must procure a irrevocable letter of credit naming the Awarding Public Agency as a loss payee or bond guaranteeing payment of the losses and related investigations, claim

administration and defense expenses not otherwise covered by the Contractor's insurance because of deductibles or self-insurance retentions; or (3) the Contractor must provide owner's protection liability coverage with the Awarding Public Agency and all other parties to the Contract and parties participating in the Project or Program, each as the named insured, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00). However, the Awarding Public Agency is not required to approve any deductibles or self-insured retentions.

The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by the Awarding Public Agency or on forms approved by the Oklahoma Insurance Commissioner. The Contractor shall furnish to the Project Manager current copies of Certificate of Insurance required below with its signed Contract and Bonds. The certificates must include the Project number and Project description. The certificates must also be signed by the authorized representative of the insurance company(s) and must be accompanied by proof that the person signing is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies and endorsements providing the required insurance coverage shall be provided to the Awarding Public Agency on a timely basis if requested by the Project Manager. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

In the event of a reduction in any aggregate insurance coverage or limits below the coverage required, the Contractor shall take immediate steps to have the full amount of the required insurance coverage reinstated. If at any time the Awarding Public Agency requests a written statement from the insurance company(s) as to any impairment to the aggregate coverage or limits, the Contractor hereby agrees to promptly authorize and have delivered to the Awarding Public Agency such statement. The Contractor shall remove or cover any impairment to insurance coverage as soon as known to it. The Contractor authorizes the Awarding Public Agency to confirm with the Contractor's insurance agents, brokers, surety and/or insurance carriers all information necessary to confirm or evidence the Contractor's compliance with bonding and insurance requirements. The Contractor's insurance coverage shall be primary to any insurance or self-insurance program carried by the Awarding Public Agency.

There may be no termination, non-renewal or modification of such insurance coverage or policy without at least thirty (30) days prior written notice to the Awarding Public Agency, in conformance with the provisions of the Contract. Any notification of cancellation, termination, non-renewal or modification must be submitted to the Project Manager and shall include the Project Number in the reference line. The Contractor must provide a covenant from the insurance agent that the insurance agent will provide the Awarding Public Agency and any participating public trust with such thirty (30) days advanced written notice as described above. No notice to proceed, Work Order, occupancy of the premises, or payment for any Work shall be provided unless and until the required insurance policy and coverage have been obtained and certificates of insurance are provided and insurance coverage is in effect.

The minimum amounts of such insurance policy and continuing coverage shall be:

Worker's Compensation and Employer's Liability Insurance. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance for all its employees employed at the site of the Project, and in case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in Work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Contractor shall provide and shall cause each subcontractor to provide adequate, Worker's Compensation and Employer's Liability insurance for the protection of the employees not otherwise protected.

Commercial General Liability Insurance. The Contractor shall provide and maintain commercial general liability insurance coverage not less than the greater of the following amounts: (1) \$1,000,000; (2) the maximum cumulative liability of the City and Awarding Public Agency, all parties to this Contract, and any public trust participating in the Project under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto; or (3) the minimum amount required by the Contractor's prequalification classification. The current required minimum commercial general liability coverage for each entity under the Governmental Tort Claims Act (GTCA) is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

Automobile Liability Insurance. The Contractor shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles not less than the greater of the following amounts: (1) \$1,000,000; (2) the maximum cumulative liability of the City and Awarding Public Agency, all parties to this Contract, and any public trust participating in the Project under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto; or (3) the minimum amount required by the Contractor's prequalification classification. The current required minimum commercial general liability coverage for each entity under the GTCA is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the Awarding Public Agency.

The lapse of any of the insurance policy or coverage required by the Contract is a breach of the Contract. The Awarding Public Agency may at its option suspend the Contract until there is full compliance with this paragraph, or may cancel or terminate the Contract and seek damages for the breach of the Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Awarding Public Agency. The Awarding Public Agency expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

Nothing in this provision defines or limits the responsibilities and duties of the Contractor under any other provision of the Contract, including but not limited to any indemnification provision. Nothing in this insurance provision shall define or limit the rights of the Awarding Public Agency or any party to the Contract or any public trust participating in the Project under any other provision of the Contract, including but not limited to any indemnification provision.

On all building projects the successful bidder will provide Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). The Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction or renovation) in the amount of one hundred percent (100%) of the construction cost. Such insurance shall remain in effect until 11:59 p.m. on the date of final acceptance of the entire fully completed Project by formal action of the Awarding Public Agency, whether or not the Project is substantially completed or whether or not the building or some part thereof is occupied in any manner prior to final formal acceptance. The Contractor shall be named as insured and the City and Awarding Public Agency and its beneficiary trusts (as their interests may appear) shall be named as additional insureds. The coverage shall provide protection for the Contractor, the City and Awarding Public Agency, and any participating public trust, respectively, against property damage and damage claims which may arise from activities, omissions, or operations by the Contractor or its subcontractors under the Contract and also against any of the special hazards which may be encountered by the Contractor or its subcontractors in the performance of the Contract. Neither the Contractor nor any of its subcontractors, employees, or agents shall commit any act, operation, or omission that would vitiate, invalidate, or impair the insurance coverage hereunder. The insurance coverage must also include all stored materials, supplies, and equipment when stored off site.

18. Bonds. As required by and in accordance with the Bidding Documents the successful Bidder shall furnish bonds. The Bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All Bonds must be provided by a Surety authorized to do business in the State of Oklahoma. The Bonds are Performance Bond, Statutory Bond, Maintenance Bond and, whenever applicable, Defect Bond, and are particularly described in the Standard Specifications.

18.1. Performance Bond. A properly executed Performance Bond in favor of the Awarding Public Agency on the form provided in the Bidding Documents must be submitted with the Contract. Generally, the Performance Bond shall guarantee the Contractor's full and faithful execution of the Project and performance of the Contract in accordance with the Contract, and any Change Order or Amendment to the Contract, and provide for the protection of the Awarding Public Agency and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the Project or the use of inferior materials.

18.2 Statutory Bond. A properly executed Statutory Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials and equipment used in the construction of the Project. The Statutory Bond shall be made in favor of the State of Oklahoma and subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of

and parts for equipment used or consumed in the performance of the Contract.

18.3 Maintenance Bond. A properly executed Maintenance Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Maintenance Bond shall be in favor of the Awarding Public Agency and shall be for the extent of the maintenance period notated in the Notice to Bidders.

18.4. Defect Bond. If applicable, a properly executed Defect Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Defect Bond shall be in favor of the Awarding Public Agency and the term shall be the same duration as the Maintenance Bond. The Defect Bond will be in an amount equal to one hundred percent (100%) of the Contract amount for the term of the Bond. The Contractor will provide a properly executed Defect Bond provided by a surety authorized to do business in the State of Oklahoma if the Contractor has not complied with the provision 1, 2, 3, or 4 below:

18.4.1 The Contractor has not shown proof of his intentions to perform and maintain for the specified period of maintenance bond tenure, by establishing within a forty (40) mile radius of the office of the City Engineer, 420 W. Main Street, Oklahoma City, Oklahoma, a business address (as defined in the Oklahoma City Municipal Code) with a telephone (staffed by competent employees approved by the City Engineer under who supervision the work will be performed), and a yard (as defined in the Oklahoma City Municipal Code) equipped with sufficient necessary equipment available 24 hours-a-day to perform and maintain all classes of work for which the Contractor is pre-qualified to bid. This office and yard as equipped shall have been established prior to the time the applicant submits his application for qualification; or,

18.4.2. Contractor opting to have the Awarding Public Agency retain a sum equal to 15% of the total Contract amount for the extent of the Maintenance Bond period (said funds may be used by the Awarding Public Agency to insure compliance with the maintenance obligations of the Awarding Public Agency); or

18.4.3 Contractor opting to provide a properly executed Defect Bond on a form provided by the Awarding Public Agency and issued by a surety authorized to do business in the state of Oklahoma; or

18.4.4 Contractor acting in a joint venture with a Pre-qualified person which meets the requirements of the City Prequalification Review Board Policy Joint Ventures.

The Defect Bond guarantees the Contractor shall timely repair any defect and maintain or provide for the timely maintenance of any repair on the Project for a specified term. The term of the Defect Bond shall be as provided in the Bidding Documents and in an amount equal to one hundred percent (100%) of the Contract amount. The Defect Bond shall be made in favor of the Awarding Public Agency.

19. Time of Completion. Work on the Project shall commence immediately following the Work Order with and estimated Completion Date. In the event that the Awarding Public Agency gives a Work Order past the date established in the Notice to Bidders the Awarding Public Agency

may change the Completion Date accordingly. The rate of progress shall be such that the whole Project will be performed in accordance with the Contract Documents, Plans, Specifications and approved Change Orders and Amendments and the premises be cleaned within the time stated herein, unless an Extension of Completion Date is approved by the Engineer in the manner hereinafter specified.

19.1 Flex Start. The Contractor may submit a written request for up to a sixty (60) day Flex Start date prior to Award of Contract. If the request is granted by the OIA Project Manager, the Completion Date will be adjusted by Change Order in accordance with the Standard Specifications for Construction of Public Improvements. Flex Start will begin on the date of Award of Contract.

19.2 Extension of Completion Date. The Contractor may request an extension in time when a delay occurs which is beyond the Contractor's control. A claim for such extension must be submitted to the OIA Project Manager in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay occurred.

If lost weather days are the basis for a claim for extension of the completion date, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the construction activities occurring on the critical path of the construction schedule.

Any Extension of Completion Date for lost weather days will only be approved for time only, no additional charges, costs or compensation, in any amount, for the contractor or subcontractors will be considered.

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 may be increased.

In adjusting the time for completion of the Project, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control unless and except delays by a subcontractor deemed to be within the control of the Contractor and any suspensions of activities ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the Contract time for the completion of the Project. No allowance shall be made for delays or suspensions of the prosecution of the Project due to the fault of the Contractor.

19.3 Construction Schedule. The Contractor shall perform construction scheduling and phasing/sequencing required to perform the Project as indicated in the Contract Documents. The Contractor shall develop the Construction Schedule for the Project in order to establish a chronological and logical order for the scheduling of construction and related activities. The schedule shall graphically illustrate a series of activities including project start, description of project activities, relationships and time required for completion. The maximum duration for any single activity shall not exceed thirty (30) days.

The schedule must establish the critical path for completion of the Project from the Work Order through Final Acceptance of the Project. The Contractor shall provide a preliminary schedule and

a final schedule of the Project for review by the Engineer.

Within fourteen (14) calendar days following the Pre-Work meeting, the Contractor shall submit the Construction Schedule indicating a comprehensive overview of the Project including all critical activities necessary to complete the Project. The OIA Project Manager and Engineer will consider acceptance of the Construction Schedule once the Contractor has incorporated all comments.

The Construction Schedule must be updated monthly and submitted with each request for payment. Claims for payment for work performed will not be processed until the monthly updated schedule is received. Any significant change to the project sequencing must be submitted for acceptance by the OIA Project Manager and Engineer.

The number of lost days the Contractor should expect during an average year for exterior weather sensitive activities has been determined. The figures are based on the number of days each month that receive precipitation greater than one-half-inch (½-inch) and/or snowfall over one-inch (1-inch). No days have been included for drying time, below freezing temperatures or temperatures below what is specified for the placement of materials. The number of lost days shall be reconciled by the Engineer as requested by the Contractor at the end of each month.

Days	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Lost	8	7	5	3	3	3	2	2	2	3	4	7

The lost weather days shall be included in the Construction Schedule for the normal five-day work week (excluding weekends and holidays) for the duration of the Project. Weather days exceeding lost days may be submitted for approval to the Engineer, which may extend the completion date for the Project. Refer to the Standard Specifications for Construction of Public Improvements.

Construction Schedule float is defined as the amount of time an activity can slip past its duration without delaying the overall Project. Float is not owned by the Contractor. The use of float by the Awarding Public Agency or any other parties shall not be deemed as justification for an extension of time on the Project or cause delay to the Contractor in completing the Project.

19.4 Conformance to Schedule. The Contractor shall conform to all submitted and accepted Construction Schedules. In the event that a Construction Schedule has not been accepted by the OIA Project Manager and Engineer, the most recently submitted or accepted Construction Schedule shall be utilized in planning Project activities. The Awarding Public Agency shall not be responsible for any delays to the Project or changes to the Construction Schedule in the absence of an accepted Construction Schedule.

In the event that the Contractor is not able to conform to the latest submitted or accepted Construction Schedule, a Recovery Schedule shall be developed and submitted with the next monthly schedule update. The Recovery Schedule shall be considered a revision to the Construction Schedule that must be approved by the OIA Project Manager. The Recovery Schedule must show completion of the Project within the time allowed on the Project unless the OIA Project Manager grants an extension of time.

19.5. Substantial Completion: A Project is considered substantially complete when the following items have been performed.

19.5.1 The Project and/or designated phases of construction, as identified in the Contract Documents, is functionally complete and can be fully utilized for the intended purpose including any field changes, substitutions, change orders, amendments, and agreement of quantities approved in accordance with Standard Specification section 108.03.

19.5.2 A Substantial Completion Walk-through has been performed and a list of incomplete or defective Work has been identified, itemized and included on the Punch List.

19.5.3 Intentionally Removed.

19.5.4 Contractor will submit final quantities and as-built drawings to Engineer for processing.

19.5.5 The Engineer will issue a letter of Substantial Completion.

19.6 Completion of Punch List. When a Project is declared Substantially Complete, the Contractor must complete the Punch List within thirty (30) Calendar days. Liquidated damages will be assessed for each day beyond the thirty (30) Calendar days in accordance with 111.09 of the Standard Specifications. Extension of the thirty (30) Calendar days to complete the Punch List due to adverse weather conditions is limited to actual lost days.

19.7 Final Acceptance. Prior to final acceptance and release of retainage by the Awarding Public Agency the following must be complete:

19.7.1 A final walk-through has been performed verifying all items are complete.

19.7.2 A directory containing the firm name of each subcontractor and material supplier on the Project, subcontractor's and material suppliers address, telephone number, and representative to contact for repair and/or maintenance.

19.8 Time is of the Essence

Both the Awarding Public Agency and the Contractor expressly agree that time is of the essence with respect to this Project. Progress and completion of construction in a timely manner is necessary to limit inconvenience and improve safety to the public.

19.9 Interruption of Work

Once construction operations commence within the Project limits, Work shall continue on each available Work Day (as defined in Section 111.06 of the Standard Specification) without interruption until the Project is substantially completed. The use of the term Work Day does not change a Project to a Working Day Project.

Non-performance of Work on available Working Days (not related to weather conditions and without prior written authorization from the OIA Project Manager) will result in the assessment of Liquidated Damages on each occurrence for any interruption of Work in excess of three (3)

consecutive days, in accordance with the Standard Specification or the Bidding Documents for the Project. This assessment will be in addition to any Liquidated Damages which may or may not be due the Awarding Public Agency for non-completion of the Project prior to the specified Completion Date.

20. Verification and Inspection of Payroll Records. The Contractor shall keep weekly records; permits inspection of records; and certify and provide copies of payroll records and contracts and subcontracts. Example forms are available from the Public Works Department for the convenience of the Contractor.

21. **Prequalification Required.** For the Project, Contractor must be Prequalified as listed by the Prequalification Review Board in accordance with The City of Oklahoma City Ordinance No. 26,614 approved by City Council on December 8, 2020. The Prequalification areas acceptable for the Project are identified in the Notice to Bidders. In the case of a joint venture, **each** of the participating organizations in the joint venture must be prequalified in the area identified in the Notice to Bidders.

22. Construction Stakes and Survey. The Engineer shall furnish the Contractor with permanent horizontal and vertical alignment points for field control throughout the Project limits. Permanent benchmarks shall be provided within two hundred (200) feet of the beginning and end of the Project.

All other horizontal or vertical controls not specifically noted, but required for proper completion of the Project, shall be provided by the Contractor. The Contractor shall furnish staking unless otherwise provided in the Bidding Documents. If there is not a Bid line item for payment on Construction Stakes and Surveying, paragraphs 23.8, 23.9 and 23.10. are not applicable.

22.1 Construction staking shall consist of furnishing, placing and maintaining construction stakes or marks as necessary to establish lines and grades required for completion of the Project.

22.2 Field control shall be provided by the Engineer prior to the Work commencing. The Contractor shall exercise care in the preservation of previously placed stakes and benchmarks and shall have them reset at the Contractor's expense when damaged, lost, displaced or removed. Bridge centerline, horizontal, and vertical control shall be set by the Engineer.

22.3 The Contractor shall use personnel and equipment suitable for all construction staking required. The Contractor shall provide all necessary stakes such as: offset, reference point, slope, pavement, curb line and grading stakes. Stakes for bridges, sewers, water lines, drainage facilities, gutter line, culverts, and other structures shall be provided to ensure correct layout of the Work. Stakes for line and grade shall be adequate to maintain the required tolerances for the Work. The station number and distance from the centerline of construction shall be marked on all grade stakes.

22.4 When grading quantities are to be paid by field measure, the Contractor shall furnish both original and final cross section field notes. Field notes shall be the basis of partial payments for work completed. Final field measured quantities shall be paid according to survey field notes. Where discrepancies occur, the decision of the OIA Project Manager and Engineer are final.

23.6 The Contractor shall, upon request by the Engineer, provide daily survey notes and cut sheets to assist the Engineer in checking correctness of the construction staking. When significant errors occur, the Contractor shall re-survey to the satisfaction of the Engineer. The Contractor shall provide, at the Contractor's expense, proper and safe access for checking the construction staking. Any inspection or verification by the Engineer shall not relieve the Contractor of responsibility for the correctness of the total Work to be performed.

23.7 The Contractor shall notify the OIA Project Manager and Engineer when plan errors require deviations from the specified elevations or horizontal locations.

23.8 Measurement for construction staking shall be based on estimated Work completed.

23.9 Payment for construction staking shall be lump sum, which shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the Project as specified.

23.10 Partial payments for lump sum Contracts shall follow the schedule below:

25% of lump sum	on first estimate
50% of lump sum	on 10 percent complete Project and Original Survey Record submitted to date
75% of lump sum	on 50 percent complete Project and Original Survey Record submitted to date
95% of lump sum	on 75 percent complete Project and Original Survey Record submitted to date
100 percent	when all field books and records are furnished to the Engineer

24. Storm Water Construction Activities Permit

In order for the Oklahoma Industries Authority to remain in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and maintain its own NPDES permit, the Awarding Public Agency must ensure all construction activities within its corporate boundaries are in compliance under the following regulations:

Environmental Protection Agency
Code of Federal Regulations (40 CFR, Part 122)
Clean Water Act
Oklahoma Department of Environmental Quality
Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201
ODEQ General Permit OKR10
City of Oklahoma City
Oklahoma City Municipal Code

A copy of the City's Best Management Practices Manual can be downloaded at

<http://www.okc.gov/pw/storm.html> or a copy can be picked up at the City of Oklahoma City's City Clerk's Office, 200 N. Walker, 2nd Floor, Oklahoma City, Oklahoma 73102.

As a part of the Project the Contractor will be required to submit a completed Notice of Intent (NOI), a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Site Plan for permitting purposes. The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the Project. Along with the above stated items the Contractor shall also provide a check payable to the Awarding Public Agency in an amount required by the Project. This permit must be issued before the Contractor will be allowed to obtain the building/construction permit. Permits issued may be renewed annually upon filing of a renewal application and payment of permit fee, provided that the applicant's activity, and the location where it is carried on are the same as originally permitted. In addition, the application for renewal shall be subject to all the requirements pertaining to original permit. (Oklahoma City Municipal Code 48-33)

The following note shall be on every plan submitted to the Awarding Public Agency:

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 Discharge from Construction Activities. This means that land disturbing of one (1) acre or more must permit with ODEQ and the City of Oklahoma City, Storm Water Quality.

25. Lowest and best responsible bidder will be determined by the sum of the Base Bid and such alternates accepted by the Awarding Public Agency at its discretion. The Awarding Public Agency reserves the right to award all, some, or none of the alternates.

SPECIAL TECHNICAL PROVISIONS – WATER

WA-2023-00056 /ARP-23-0010-DPG

OKC 577 Water Main Installation

I-240 Service Road from N Eastern Avenue to N Bryant Avenue

1. SCOPE:

The Work herein contemplated consists of furnishing all labor, materials, equipment, transportation, and incidentals necessary and required for the complete installation of mains and appurtenances. This will include but is not limited to the following major items and appurtenances.

- (1) Water Main Installation
- (2) Connection to Existing Main(s)
- (3) Activation of New Main and Appurtenances, Chlorination and Testing
- (4) Transfer of Services
- (5) Cut and Plug Existing Mains
- (6) Street and Driveway Repair
- (7) Right-of-Way Restoration and Cleanup
- (8) Provide “As-Built” Plans with GPS As Built Survey

2. PREBID CONFERENCE:

A Pre-bid Conference will be held on the date specified in Notice to Bidders.

3. BIDDERS PRE-QUALIFICATION:

For this Water Project, the Contractor must be listed by the Contractor’s Prequalification Board as specified in the Notice to Bidders.

The Contractor must obtain all licenses and permits required by The City of Oklahoma City, State and federal regulations and laws.

4. BIDDERS’ INSPECTION OF THE PROJECT SITE:

All bidders must examine the Project location and be informed about the condition affecting the Work prior to submittal of their bids.

5. CONTRACTORS RESPONSIBILITY FOR TIMELY AND FULLY PROVIDING THE PROJECT AND ALL WORK AT BID PRICE(s)

The provision of this Special Provision are complementary to the Standard Specifications for Construction of Public Improvements and only supersedes and takes precedence over

any provision in the Standard Specifications for Construction of Public Improvements which conflict with or diminish the effect of this Special Provision.

The Contractor is solely responsible for securing the timely purchase and provision of all materials and equipment. The Contractor must contract, in writing, with subcontractors, and with material and equipment suppliers for the timely manufacture, supply, and delivery of all materials and supplies. It is the duty of the Contractor as part of its bidding process and as part of calculating its bid to identify and select subcontractors and material and equipment suppliers that can and will timely and fully perform the Work. It is the responsibility of the Contractor to include any risk of delay and of cost increases in its bid. Submission of a bid is a statement by the Contractor that the Contractor has contracted for firm fixed prices from subcontractors and for the material and equipment necessary for the Project. It is the duty of the Contractor to negotiate and enforce a fixed price contract with subcontractors and with material and equipment suppliers and to enforce timely delivery. The OIA will not pay any additional compensation for changes in prices of materials or equipment nor grant additional time for delays in provision of materials or equipment based upon claims of force majeure or supplier nonperformance or delay. The OIA will not be responsible for paying any additional compensation for delays caused by or claimed by Contractor's or its subcontractors or suppliers. If Contractor cannot submit a bid that includes firm fixed prices and timely delivery from its subcontractors and suppliers, then the Contractor should not bid as a bid will be deemed an admission and a statement by the Contractor that Contractor and its chosen subcontractors and suppliers can fully and timely perform for the bid price.

6. QUANTITIES

The Contractor or his authorized representative must at the end of each work day establish and agree with the Inspector the amount of the quantities which cannot be measured when the job is completed. These quantities will be entered in the Inspector's daily report and shall be the basis for the final quantities estimate.

7. MEASUREMENT AND PAYMENT – UNIT BID PAY ITEMS

The quantities shown for unit bid pay items are estimated and are for the purpose of comparing bids. The OIA reserves the right to direct that additional or reduced quantities of any Bid Item be furnished. Contractor will be paid at the unit bid pay item price for actual quantities installed in accordance with the direction of the Engineer. The OIA is not obligated to use the total quantities listed of the unit bid pay items listed in the Bid Form. The OIA may request deletion or reduction of all or any portion of the quantities estimated in the respective Bid Items. The Contractor shall not be entitled to payments for these items unless specifically authorized in writing by the Engineer. The Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of materials, equipment, or Work actually performed or for the estimated amounts thereof.

8. INCIDENTAL WORK

Any item not covered in the Specifications or these Special Provisions and **NOT** shown in the summary of quantities shall be considered as incidental construction for which the Contractor is responsible and will not receive additional payment.

9. WATER CONSERVATION

On April 30, 2013, The City of Oklahoma City adopted a resolution establishing a permanent mandatory water conservation program restricting watering to every other day with properties with odd numbered addresses being permitted to water only on odd numbered days and properties with even numbered addresses being permitted to water only on even numbered days. These conservation restrictions are applicable to this project and Contractors just as they are applicable to Oklahoma City citizens. See details at <http://www.squeezeeverydrop.com/>

Provided, however, The City of Oklahoma City also set up a variance program for new landscaping. Contractor will be responsible for timely obtaining and, if and as granted, for compliance with the variance program requirements. See details at <https://okc.gov/departments/utilities/squeeze-every-drop/water-conservation-program/variance-program> Failure to comply with the conditions and requirements of the mandatory water conservation restrictions or the variance may result in the receipt of a citation and/or the revocation of the variance.

10. SUPERVISION

Notwithstanding any requirement to perform work for the Project, subcontractors will not be recognized by the OIA. The Contractor shall at all times when Work is in progress be represented at the project site of the Work either in person or by a qualified and approved superintendent who shall be in direct charge of all operations on the Contract.

11. PROJECT SCHEDULE

The Contractor shall furnish the Engineer with a Project Schedule, in Microsoft Project, Primavera, or any other format approved by the Engineer, setting forth in detail the procedure it proposes to follow, and giving the dates on which it expects to start and to complete separate portions of the Work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, the Contractor may make such changes in the schedule of operations which will satisfy the Engineer that the Work will be completed within the period stated in the Specifications, or extension thereof made as herein provided. The schedule must be updated monthly by the Contractor, with each Contractor invoice and submitted to the Engineer for review and approval. Failure to provide monthly updates to the schedule will result in a delay of processing the Monthly Pay Estimate until the update is received, reviewed and accepted.

12. SCHEDULE OF OPERATIONS:

A complete schedule of material and equipment delivery and operations shall be submitted to the Engineer by the Contractor before beginning any Work. The Engineer will coordinate all operations and the Contractor hereby agrees to give his full cooperation.

13. WORK PERMITS

No Work shall begin until all licenses and permits have been obtained. Permits to include but not limited to the following:

- A. Work Zone Permit
Oklahoma City Public Works
Traffic Management Division
420 W. Main, Suite 600
Oklahoma City, OK 73102
Ph: 405.297.2531
- B. Storm Water Quality Permit
Oklahoma City Public Works
Storm Water Quality Division
420 W. Main, Suite 700
Oklahoma City, OK 73102
Ph: 405.297.1774
- C. ODEQ permit(s) – if required
Oklahoma Department of Environmental Quality
Water Quality Division
706 N. Robison Ave
Oklahoma City, OK 73102
Ph: 405.702.8100

All applicable permits must be closed as a condition of Final Acceptance, including but not limited to obtaining the Certificate of Occupancy

14. STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES

The Contractor is required to file a Notice of Intent (NOI) for Storm Water Discharges associated with construction activity to be covered under an OPDES Permit, OKC-SWQ Form C1, two (2) days prior to commencement of Work.

The Contractor is required to complete an NOI, Site Plan, and Storm Water Pollution Prevention Plan. Copies of forms and instructions may be obtained from:

Oklahoma City Public Works
Storm Water Quality Division
420 W. Main Street, Suite 700
Oklahoma City, OK 73102
Ph: 405.297.3542

15. TIME OF COMPLETION REPORTS AND CLAIMS PAYMENT PROCESSING:

All Uniform Vouchers and Invoices for this project shall be delivered to the following address for processing:

CEC Corporation
4555 West Memorial Road
Oklahoma City, OK 73142
Email: kyle.morse@connectcec.com

Please submit two (2) hard copies of Uniform Vouchers and Invoices.

16. TESTING:

- A. All tests must be in accordance with the appropriate specifications.
- B. All costs of conducting tests on materials which meet specification requirements will be paid by the OIA.
- C. All costs of conducting tests on materials which do not meet specification requirements will be deducted from Contractor's Uniform Vouchers and Invoices for cost reimbursement.

17. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor payment nor any provision in the Contract Documents will relieve the Contractor of responsibility for defective materials or workmanship: and unless otherwise specified, Contractor must remedy any defects due thereto and pay for any damage to other work resulting therefore, which appears or is identified within a period of two (2) years from the date of formal acceptance by The City. The City will give notice of observed defects with reasonable promptness.

18. EXISTING UTILITIES

All known utilities have been shown on the plans. The Contractor must expose all utilities and verify their location and elevation with the Engineer. Any unknown utilities that are encountered must also be exposed and verified by the Contractor with the Engineer. No additional compensation or contract time will be provided for delays by exposing or verifying known or unknown utilities.

19. UTILITY VERIFICATION:

The Contractor is responsible for the actual field location of all existing utilities and any other facilities which may be in the vicinity of the Work and must notify the owners of said utilities and facilities of work in the area prior to commencement of the Work. The

Contractor shall be solely responsible for any damage to any existing utilities and facilities caused by the construction.

20. UTILITY NOTIFICATION:

The Contractor must notify the owners of all existing utilities and facilities conflicts with the proposed construction before the commencement of the Work. The following utilities but not limited to, shall be notified:

Cox Cable (Engineering Department) – (405) 525-2771

AT & T - (405) 840-5032

Oklahoma Natural Gas Company – (405) 556-6411 or (405) 556-6401

Oklahoma Gas and Electric Company – (405) 553-5843

Utilities Department (405) 297-2422

Public Works (405) 297-2581

21. PUBLIC CONVENIENCES AND SAFETY:

Materials stored about the project site must be so placed and the Work shall at all times be so conducted as to cause no obstruction to the traveling public except as approved by The City Engineer in a Work Zone Permit. The Contractor must make provisions at all cross streets, highways, sidewalks, and private driveways for the free passage of vehicles and sidewalks, and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impractical or unnecessary, in the opinion of The City Engineer, the Contractor must make arrangements satisfactory to The City Engineer for the diversion of traffic and must, at his own expense, provide all materials and perform all Work necessary for the construction and maintenance of such roadway and bridges for the diversion of traffic. The Contractor must notify the Fire Department headquarters, Post Office, and Solid Waste Department when any street is closed or obstructed that will disrupt services of these departments and functions. When directed by The City Engineer, the Contractor will keep any streets in condition for unobstructed use of fire apparatus.

22. PROTECTION OF EXISTING STRUCTURES:

The Contractor must provide all necessary sheeting, shoring, and other bracing and supports to protect existing structures, facilities and improvements adjacent to the construction. This Work and any expense or cost is incidental to the Work and Project, will not be paid for separately, and must be included by the Contractor in the unit bid pay item price for other items.

23. PROTECTION AND RESTORATION OF PROPERTY:

The Contractor may not enter upon private property for any purpose without first obtaining permission from the property owner. Contractor is responsible for the preservations of private property. Contractor will use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc. to all water, sewer,

gas, or electric lines or appurtenances and to all other public or private property, facilities and improvements along within, or adjacent to the Work. The Contractor must notify the proper representatives of any public service or utility corporation and company, or any individual not less than twenty-four (24) hours in advance of any Work which may damage or interfere with the operation of such property, along, within, or adjacent to the Work. Contractor is responsible for all damage or injury to property, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the Work or Project. When and where any such direct or indirect damage or injury is done to public or private property due to an act, omission, neglect, or misconduct in the execution of Work or the non-execution of the Work or Project, the Contractor must 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, replacing, or restoring such property as may be directed or the Contractor must make good for such damage or injury by payment of damages or in an acceptable manner.

24. ADJUSTMENT OF EXISTING STRUCTURES:

The Contractor must make all necessary adjustments, alterations, relocating or resetting to the required grade and/or alignment of existing structures, facilities, improvements, equipment or appurtenances which are not to be removed or abandoned, in accordance with these Specifications and conformity with the lines, grades, elevations, and dimensions shown on the Plans or as may be established by the Engineer in a Change Order.

25. UTILITY ALTERATION:

When an Oklahoma City utility asset alteration is a part of the Work to be performed by the Contractor as a part of this Contract, such Work shall be done in conformity with the requirements of the Standard Specifications for new work of this type. The cost of any such alteration must be included by the Contractor in cost of other items, unless otherwise expressly shown in the Detailed Bid Form.

26. STORM SEWER PIPES

The cost of repair or re-laying of any storm sewer pipe encountered during construction shall not be paid for separately, unless otherwise specified and a detailed bid item has been established in the Detailed Bid Form. Such compensation shall be included in the cost of other items.

27. INSTRUCTION TO BIDDERS:

- A. The Contractor must furnish the manufacturer's current production model of all equipment, available to the trade for a period of one year. Appurtenances and/or accessories not herein mentioned, but necessary for operation or maintenance or to furnish a complete unit, ready for use upon delivery, must be included, and must conform to the best practice known to the trade in strength, quality of material and

workmanship, and are subject to these Specifications in full. These Specifications establish a minimum performance and quality standards.

- B. The Contractor is responsible for corresponding with The City's Utilities Department engineering staff and utilities contractors at least seventy-two (72) hours prior to any existing water main or facility being shut-down to make a tie-in. The Contractor must also notify The City Utilities Department field employees who will operate all valves which require closing. The Contractor must give a minimum of seventy-two (72) hours written notice to all persons affected by shutdown of water mains or facilities. During the time water service is discontinued, a Field Inspector must be present on the Project site. The Contractor will use the method, equipment, and materials that will facilitate the quickest connection and restoration of water service. The Director of The City's Utilities Department reserves the right to set the timing of any proposed water main or facility shut-down. Contractor may be required to make connections or work during off-peak hours including, but not limited to, overnights and/or weekends, or 24 hours/day as may be necessary to minimize impacts. The Contractor must Work whatever hours are necessary to minimize the shutdown period at no additional cost to THE CITY.
- C. When using tapping sleeves or tapping saddles with the appropriate valves, all tapping operations are to be made in accordance with the recommendations of the pipe manufacturer involved. Tapping operations must be conducted in the presence of the Field Inspector.
- D. The Contractor is responsible for maintaining continuous access to all businesses and homes. The Contractor will repair or replace any driveway cut along the project site. If there is only one access point, a temporary access must be constructed. The Contractor will coordinate the driveway cut with the respective business or homeowner. This item shall be considered as incidental construction work and costs. The Contractor shall not receive additional payment or reimbursement, less an except where, all work at that location is bored
- E. The Contractor is responsible for the replacement or repair of traffic control devices damaged during construction. Additionally, the Contractor shall contact Traffic Operations at 405-297-2648 for signal conduit location a minimum of 72 hours prior to construction. This item shall be considered as incidental work and costs include in other work.

28. CONSTRUCTION ZONE CLEARING AND RESTORATION:

The Contractor must use every precaution necessary to prevent damage to all trees, shrubs, fences, sidewalks, driveways, pavement, etc. adjacent to the line of construction and outside the Project site. The Contractor must repair or replace all damaged property at Contractor's own expense. Where sidewalks and paved driveways are to be removed and replaced, Contractor will be paid at the unit bid item price for such items. Gravel or dirt driveways must be restored to the equal or better than original condition and cost of same

are incidental work which must not be paid for separately, but will be included by Contractor in unit bid item prices for other items. The removal of shrubs, hedges, bushes, fences, etc., and other obstructions not listed separately as a Contract Bid Item, will not be paid for directly as such, but are considered incidental work, and the cost will be included by Contractor in such contract unit bid item prices as are provided. Contractor is responsible for removing and resetting all existing fences, mailboxes, and clothesline poles in a condition equal to or better than those existing at the time of construction.

29. CLEAN-UP:

- A. Water main installation procedures require clean-up operations to follow excavation and construction a distance not to exceed three hundred (300') feet.
- B. Sodding, seeding, sprigging, and fertilizing operations will be accomplished following completion of water main installation. Sod will be preserved and replaced in areas where heavy sod existed prior to construction.
- C. The Contractor must backfill with compaction as provided herein. Compaction of trench backfill under landscaping must be 90% standard proctor density. Compaction of trench backfill under driveways, sidewalks, roadways, etc. must be to 95% standard proctor density. Test will be performed to assure density by a testing company assigned by The OIA. All failed tests will be deducted from the Contractor's Uniform Vouchers and Invoices.

30. ABANDONED WATER LINES:

All water lines that are to be abandoned in place must be cut to the nearest connection and either capped or plugged as required to provide a watertight connection. Water lines shall not be abandoned until all related improvements, connections, and services have been completed, tested, and approved. Cutting and dewatering of the waterline are considered incidental and costs of these items are to be included by Contractor in other bid items. Contractor is responsible for providing the appropriate plug or cap for the Work. When an existing valve is abandoned in a grassy area, the box is to be pulled and the top nut removed from the valve and the void from the box filled with soil and compacted level with the surrounding ground surface. When an existing valve is abandoned in a paved area, the valve box is to be filled with concrete. All materials, labor, tools, and equipment for valve abandonment are considered incidental and costs are included by Contractor in other unit bid item prices.

31. CONTROL OF THE WORK AND MATERIALS:

All Work shall be done under the supervision of the Engineer or Engineers Representative and to their satisfaction. The Engineer or Representative has the right to establish any sequence or priority of operations for this Project. The Engineer or Representative will determine the amount of Work performed and if the quality of Work and materials

furnished meet the Contract Documents. Engineer's or Representative's decisions and estimates are final.

32. DISINFECTION OF WATER MAIN:

The water main must be disinfected by the Contractor in accordance with the requirements of AWWA C651 (AWWA STANDARD FOR DISINFECTING WATER MAINS LATEST REVISIONS).

33. FLUSHING THE WATER MAIN:

The site for flushing must be selected by the Contractor subject to the approval of the Engineer or Representative and must include adequate provision for dechlorinating and drainage that does not discharge onto private property or The City storm drainage system without authorization and approval. Contractor must pay for all potable water used for flushing and such cost is considered incidental and the Contractor must include the cost in other unit bid item prices.

34. HYDROSTATIC TESTING:

The Contractor must perform hydrostatic testing in accordance with AWWA STANDARD ANSI/AWWA C600-87, EXCEPT AS MODIFIED HEREIN:

All newly laid pipe is subjected to the Hydrostatic Pressure Test of 150 psi against all new closed valves or all existing valves that have been approved by the Engineer or Representative. In case of any failed hydrostatic tests, Contractor must make necessary repairs and retest the line at no additional expense to OIA until the line has passed.

35. MATERIAL SPECIFICATIONS:

A. The Contractor must furnish Ductile Iron Pipe and Fittings conforming to the latest revisions of the applicable Standards as follows:

AWWA C104, AWWA C110, AWWA C111, AWWA C150, AWWA C151, AND AWWA C153

B. The working pressure must be 150 psi, and the surge pressure must be 100 psi, making the total design pressure to be 250 psi, unless otherwise specified in these Specifications.

C. Ductile Iron Fittings must be compact, conforming to the provisions of AWWA C153/A21.53-88, American National Standard for ductile-Iron Compact Fittings, 3 inch through 16 inch, for Water and other Liquids.

D. Gate Valves must be Metal Seated, conforming to the provision of AWWA C500 (latest Revisions). The minimum design working pressure must be 200 psi for

valves 12-inch and smaller, and 150 psi for valves with diameters of 14-in and larger, unless otherwise specified in these Specifications.

- E. Valve Box Extensions – The Contractor must use cast iron valve box extensions per Section 521.02 of the Standard Specifications. PVC will not be allowed.
- F. 316 Stainless Steel Nuts and Bolts must meet the requirements of ASTM F593 Alloy Group 2. 316 Stainless Steel T-Bolts must meet the requirements of ASTM A193 Grade B8M Class 1, with a minimum tensile strength of 75 ksi and minimum yield strength of 30 ksi.
- G. Carbon Steel Nuts and Bolts must meet or exceed the requirements of ASTM A307/A563 Grade B with a minimum tensile strength of 60 ksi. Carbon T-Bolts and nuts must meet the requirements of ASTM A242/A588 with a minimum tensile strength of 60 ksi. All carbon nuts and bolts must be coated with Xylan 1424-524 polytetrafluoroethylene (PTFE) coating with a thickness of coating must be in the range of 0.7 to 2.0 mils having a minimum tensile strength of 2 ksi and corrosion resistance in a salt fog spray per ASTM B-117 up to 1,000 hours.

36. SUBMITTALS:

The contractor must supply shop drawings and submittal for all equipment and materials for approval by the Engineer to be incorporated into the Work or Project and contractor may only use equipment and material for which submittals have been approved by the Engineer.

The Contractor must submit the following data and drawings:

- A. Detail drawings of pipes, specials, fittings, joints, gate valves, air release valves, and fire hydrants with design calculations for internal pressure, internal vacuum pressure and external load conditions.
- B. Detail tabulated pipe laying schedules corresponding to the numbers or identifications painted on the pipes, specials appurtenances, valves and fittings.
- C. Quality assurance test reports for pipes, specials appurtenances, valves and fittings.
- D. Quality control test reports for each production run of pipe, specials appurtenances, valves and fittings including tensile test, charpy impact test, mill test reports of ductile iron material, steel material, polyvinyl chloride material, and other materials used.

The contractor must submit manufacturer's pipe installation guide.

The contractor must submit manufacturer's written quality control procedures.

A minimum of one (1) hard copy and one (1) digital copy of all the submittals shall be provided by the Contractor to the Engineer for review. Engineer will return one (1) digital reviewed copy. If Contractor requires additional hard copies, the Contractor must provide them with the submittal. No pipe, special sections, appurtenances, valves and fittings may be manufactured until the shop drawings have been reviewed by the Engineer with no exception noted or stamped "Exceptions indicated, revise and resubmit for record purposes only".

37. TRENCH EXCAVATION:

- A. Trench excavation for pipelines will consist of excavation necessary for the construction of water lines and all appurtenant facilities therefore, including manholes, valves, specials, fittings, appurtenances, inlets, outlets, concrete saddles, pipe embedment materials, and pipe protection. It shall include site preparation, backfilling and tamping of pipe trenches and backfilling and tamping around structures and the disposal of waste materials, all of which must conform to the applicable provisions of these Specifications.
- B. Trench excavation must be made in open cut and true to the lines and grades shown in the plans or established by the Engineer, unless tunneling or boring is shown or specified. Whenever practical, the banks of the trenches must be cut in vertical, parallel planes equidistant from the pipe centerline. The horizontal distance between such planes or the overall width of trench must be in the dimensions shown in the plans. Whenever sheeting is used, the distance between vertical planes must be measured from the inside faces of the sheeting. Whenever vertical banks for trench excavation are not practical to construct or create dangerous conditions to workmen, the banks may be sloped provided that such excavation does not damage adjacent structures. Whenever trench banks are sloped, such banks must be cut by the contractor to vertical planes as specified above for that part of the ditch below the level of 12 inches above the top of the pipeline. For unit bid item contracts, the width of excavation, including rock excavation, to be used in the determination of pay quantities must be as shown in the plans. The bottom of the trench must be level in cross section and must be cut true to the required grade of the pipe except where concrete cradles or pipe embedment materials are shown in the plans, specified or authorized by the Engineer, in which case the excavation may extend to the bottom of the cradle or pipe embedment materials.
- C. Bell holes for bell-and-spigot pipe must be excavated by the Contractor at proper intervals so that the barrel of the pipe will rest for its entire length upon the bottom of the trench. Bell holes must be large enough to permit proper installation of joints in the pipe. Bell holes must not be excavated more than 10 joints ahead of pipe laying.
- D. Whenever mulch, quicksand, soft clay, swampy material or other material unsuitable for foundations or sub-grade are encountered which extend within the limits of the excavation, such material must be removed and replaced with pipe

foundation material. The pipe foundation material shall be crushed stone material meeting the following gradation requirements:

Nominal Sieve Size	Percent Passing
2 inch	100%
1/2 inch	< 30%

The foundation material must be power tamped in six-inch layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the Engineer before the Work is performed.

- E. Pipe trenches must not be excavated more than 300 feet in advance of pipe laying; and all Work must be performed so as to cause the least possible inconvenience to the public. Temporary bridges or crosswalks must be constructed wherever necessary to maintain vehicular or pedestrian traffic. Crosswalks and bridges must have handrails or other features necessary for safe use by the public.
- F. In all cases where materials are deposited along open trenches, the materials must be placed so that in the event of rain no damage will result to the Work materials, or adjacent property.
- G. All trenches left open must be protected by barriers and/or fences to safeguard public from accessing the open trench. The Contractor is liable for all incidents regarding the safety and protection of any open trench.

38. SHEETING SHORING AND BRACING:

- A. The sides of all excavations must be sufficiently sheeted, shored and braced whenever necessary of all excavations to prevent slides, cave-ins, settlement or movement of the bank. The Contractor must maintain the excavation clear of obstructions that will, in any way, hinder or delay the progress of the work or endanger workmen. Wood or steel sheet piling designed by the Contractor’s registered professional engineer licensed in the State of Oklahoma must be used when necessary. All sheeting, shoring and bracing must have sufficient strength and rigidity to withstand the pressures exerted. The Contractor must maintain the walls of the excavation properly in place and protect all persons and property from injury or damage.
- B. Whenever excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Contractor must take particular care to sheet, shore and brace the sides of the excavation adequately to prevent any undermining of or settlement beneath such structures or pavement.

The Contractor will be liable for and responsible to restore any damage to any structure or injury to any person that results from his operations.

- C. Sheeting, shoring or bracing materials must not be left in place unless as shown in the plans or permitted by the Engineer. Such materials must be removed in such manner as will not endanger or damage the new structure or any existing structures or property, either public or private, in the vicinity, and must be removed so as to avoid cave-ins or slides. All trench sheeting and bracing must be left in place until the trench has been backfilled one foot above the top of the pipe.
- D. Sheeting, shoring and bracing are considered incidental and an integral part of the excavation Work and no specific payment will be made therefore.

39. DEWATERING EXCAVATION AREAS:

- A. The Contractor must provide and maintain ample equipment with which to remove all water from every source which enters excavations for structures and pipelines. Dewatering operations must ensure dry excavations and the preservation of the elevations of the bottoms of the excavations shown in the plans. The Contractor will not allow surface water to enter excavated areas.
- B. Where the areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Contractor may adopt and carry out any method of dewatering the Contractor may deem feasible for the performance of the excavation work and for protection of the Work thereafter, provided that the method and equipment to be used results in completed Work which complies with these Specifications and is acceptable to the Engineer. In all cases, the excavation area must be effectively protected from water damage during the excavation period and until all contemplated construction work therein has been completed.
- C. Prior to beginning excavation for structures which are to be constructed at or below the ground water table, the contractor must lower ground water levels and maintain ground water table at a level at least three (3) feet below the bottom of such structures. The lowered ground water level must be maintained until backfill operations and all associated work with the structure and appurtenances has been completed.
- D. The Contractor is responsible for damage to structures caused by hydrostatic displacement during construction operations.
- E. The cost of all temporary construction work necessary to dewatering excavated areas, including but not limited to the costs of placing and removing sand bags, coffer dams, sheet piling, excavation and backfill is considered incidental and an integral part of the cost of excavation and no separate payment will be made therefore.

40. BACKFILLING TRENCHES:

Contractor obligations for backfilling trenches;

- A. After a section of pipe is properly installed and approved by Engineer and/or Engineer Representative for backfill, the trench must be backfilled with the remaining embedment envelope and compacted to depths as shown in the plans.
- B. The initial backfill material placed on top of the pipe embedment shall be native backfill in non-paved areas. Native backfill must be carefully placed and compacted to 90 percent standard proctor density. Native backfill must consist of loose earth, free of clods, stones, vegetable matter, boulders, or debris material. The contractor must carefully place and compact backfill. In cases of excavation beneath driveway and/or roadways, refer to Special Provisions for Pavement Backfill.
- C. Backfilling around structures must be done per the plans in the manner specified for pipe trenches by power tamping for the full depth of cut from the bottom of the finished grade.
- D. All backfilling must be done in such manner as will not disturb or injure the pipe or any structure over or against which it is being placed. If any pipe or structure is damaged or moved from its proper line or grade during backfilling operations, then the contractor must open up the trench and repair the pipe or structure and then backfill as specified.
- E. The Contractor must replace all surface materials and must restore paving, curbing, sidewalks, gutters shrubbery, fences, sod, and other surfaces disturbed during backfill activities to a condition equal to, or better than, that before the Work began, furnishing all labor and materials incidental thereto as provided elsewhere in these Specifications.

41. FIELD QUALITY CONTROL:

Field inspection and testing will be performed for all pipeline as follows:

- A. Preliminary inspection/test

The preliminary inspection/test must demonstrate that:

- (1) The pipe and the pipe coating and lining if applicable, specials and fittings have not been damage during shipping, storage or installation.
- (2) The pipe trench has been prepared as per the plans.
- (3) Proper pipe bedding as shown in the plans has been provided before the pipe is installed.

- (4) All field joint assembly has been installed correctly.
- (5) Anchors and thrust blocks have been provided and sized according to the plans.
- (6) Backfilling has been done as specified and as shown in the plans.
- (7) Specials, fittings and appurtenances have been properly connected.

B. Prefinal inspection/test

Prefinal inspection/testing must include conducting the hydrostatic field test per the Standard Specification. A leakage test must be conducted concurrently with the hydrostatic pressure test.

C. Final inspection/test

The final inspection/test must demonstrate that under conditions of operation:

- (1) Is free of any pipe, pipe coating and lining damages.
- (2) Is free of any visible leaks.
- (3) The allowable leakage is less than that specified in the Standard Specifications.

42. CASING SPACERS

The Contractor must use casing spacers with stainless steel bands and risers and runners comprised of a glass-filled polymer as manufactured by Advance Products Systems, Inc., or approved equal. The use of wood skids will NOT be allowed. Grout fill of the annulus inside the steel casing is NOT required for bores, aerial crossings, or steel casing installed by open-trench.

43. CONCRETE FOR THRUST BLOCKS:

High Early Strength Concrete must be used for thrust blocks. Compressive strength of concrete shall be 4,000 psi at seven (7) days.

44. SERVICE REPLACEMENT AND INSTALLATION:

Long Service Connection: All labor and materials necessary for the installation and connection of a new long service line from the new water main, to the existing meter, also includes boring the street.

Long Service Connection With Meter Relocation: All labor and materials necessary for long Service Connection plus the removal and reinstallation of the meter tile, complete with appurtenances, and reconnection to the house line within the right of way.

Short Service Connection: All labor and materials necessary for the installation and connection of a new short service line from the new water main, connecting to the existing meter.

45. BORES

All bores constructed in advance of installation of the water main by more than 300 linear feet will be at the risk of the Contractor. Any re-boring of bores will be at no additional cost to the OIA and no additional contract time will be due or granted.

46. REMOVAL AND REPLACEMENT OF DRIVEWAYS:

Driveways that have been designated in the plans to be removed and replaced, must be removed and replaced from the pavement edge to the first existing pavement joint or the right-of-way on the house side of the new water main. The OIA reserves the right to direct, by amendment, such additional driveways in the project area be replaced and the Contractor will be paid at the unit bid item price for such items. However, the Contractor is responsible for removing and replacing paving and driveways not designated in the plans that are damaged due to the Contractor's negligence at the Contractor's expense and without payment.

Concrete driveways shall be replaced with 6-inches thick of 4000 psi non-reinforced High Early Strength Portland cement concrete (with appropriate jointing). The trench shall be backfilled with Type A per Standard Specification 923.01 and will not be paid directly; cost shall be included by the contractor in unit bid item prices. Concrete driveways in the plans will be paid for at the contract unit bid item price per square yard.

The 2-inch sand cushion for driveway replacement as seen on Sheet D-800 (Standard Detail) will not be paid for separately, but will be incidental and included in the unit bid item price per square yard for the quantity of (concrete or asphalt) driveway removed and replaced.

47. PAVEMENT BACKFILL (Type A):

The water main trench at driveways and at pavement cut and permanent repair locations must be backfilled with Type A per Standard Specification 923.01 and placed in 6-inch (6") lifts for hand tamped equipment and thirty-inch (30") lifts for self-propelled or power driven equipment, to obtain full compaction of 95% standard proctor density, prior to replacing the pavement.

The Contractor must collect truck delivery tickets at the job site and obtain the signature of the inspector. These truck delivery tickets will not be the basis for payment to the Contractor. Truck delivery tickets will be used only to confirm delivery to the project site. Backfill material will not be paid directly; cost must be included by contractor in other unit bid item prices.

<u>Nominal Size</u>	<u>Percent Passing</u>
1½ inch	100%
¾ inch	40 to 100%
⅜ inch	30 to 75%
No. 4	25 to 60%
No. 10	20 to 43%
No. 40	8 to 26%
No. 200	4 to 12%

48. PAVING CUT AND PERMANENT REPAIR:

In areas where a pavement cut and repair is required, the Contractor must remove the pavement in two (2) stages. The first stage is cutting the trench width. The second stage cuts a 2-foot wide strip on each side of the water main trench that must be made prior to replacement of the pavement and after the water line construction and backfill is completed. All cuts must be made in a straight line using appropriate cutting equipment.

The Portland cement concrete used for pavement replacement must be constructed of High Early Strength 4000 psi concrete, and must conform to these Specifications.

Pavement for reinforced concrete pavement patches must be made at the unit bid item price per square yard, computed on the basis of the trench pay width, plus 4 feet multiplied by the length of the paving replacement. The unit bid item price shall include all the expense involved in furnishing labor, material and equipment required to provide a complete replacement. This item shall be paid for as "Paving Cut and Permanent Repair-Concrete".

49. VALVES, TAPPING SLEEVES, HYDRANTS, PIPE, FITTINGS, & JOINT RESTRAINTS:

The Air Release and Vacuum Valve must be manufactured by Apco Valve & Primer Corporation, Val-Matic Valve and Manufacturing Corporation or approved equal.

Gate Valves, Butterfly Valves, and Tapping Valves must be Mechanical Joint and manufactured by American Cast Iron Pipe Company, Mueller Co., U.S. Pipe, Pratt, Clow, DeZurik, M & H, East Jordan Iron Works Flow Master, J & S Valve, Inc., Crispin Valves, or approved equal.

Tapping Sleeves must be Ductile Iron or Steel, Mechanical Joint and must be manufactured by U.S. Pipe, American Cast Iron Pipe Company, JCM Model, 6439 and 6459, Smith Blair Model 623 and 665, The Ford Meter Box Co., Inc., and Model 3490 Mechanical Joint by

Power Seal Pipeline Products Corporation. All Steel Tapping Sleeves must have Fusion-Bonded Epoxy Coating and Type 316 Stainless Steel Bolts and Nuts or Xylan Coated Nuts and Bolts. All Stainless Steel Tapping Sleeves must be type 316 Stainless Steel, and Type 316 Stainless Steel Bolts and Nuts.

Hydrants must conform to AWWA Standard C502, latest revision. Hydrants must be American Darling (Model 5¼" B-84-B), Mueller Centurion 200 Model A-423, M & H Reliant Model 129, U.S. Metropolitan, or East Jordan Iron Works WaterMaster 5CD250.

Ductile Iron Pipe and Fittings must be manufactured by U.S. Pipe and Foundry Co., Griffin Pipe Products Co., America Cast Iron Pipe Co. and McWane Cast Iron Pipe Company. Ductile Iron Fittings manufactured by Tyler Pipe, SIGMA, Star Pipe Products, Pipeline Components, Inc, Accucast MJ C153, and Serampore Industries dba SIP Industries must be accepted. All Ductile Iron Pipe and Fittings must be installed with Polyethylene Encasement.

Joint restraint gland must be Megalug and manufactured by Ebba Iron Sales, Inc., or Uni-Flange by The Ford Meter Box Co., Inc., Stargrip by Star Pipe Products or approved equal.

50. ORDER OF CONSTRUCTION

The Contractor must start at enough different locations to complete the entire Project within the time limit specified. Water line appurtenances must be constructed concurrently with the Water Line. Postponing the construction of appurtenances until the water line has been completed, or the constructing appurtenances in advance of the construction of the water line, is not permitted.

Unless otherwise directed by the OIA, the Contractor shall leave no more than six hundred (600') feet between backfilling operations and the complete restoration of paving, paving cut and permanent repairs, driveway permanent repairs, fencing, sodding, etc.

When temporary surfacing is provided for in the plans, the Contractor must complete temporary paving repair immediately after backfill is completed.

51. DELIVERY OF MATERIALS

Construction materials must not be delivered to the Project site more than three (3) days in advance of their anticipated use. Pipe or other materials on hand must not be delivered to the Project at any time be in excess of the amount required to complete six hundred (600') feet of water line, unless with special permission of the Engineer and/or THE CITY.

52. STORED MATERIALS AND EQUIPMENT

The quantities shown in these specifications are estimated quantities. **The Contractor will be responsible for documenting and verifying the actual amount of materials necessary for completion of the Project.** The OIA, upon verification and approval, will

pay the suppliers invoice price for stored materials up to but not in excess of the estimated amount per bid item. The OIA will not pay directly for items including tax, shipping, handling, fees, etc.; these costs must be accounted for and included in the unit bid item price for the stored materials. Suppliers' Invoices of stored materials must indicate the same unit as the unit bid item. Stored materials are subject to Sections 109.17.05 and 112.03 of the Standard Specifications for Construction of Public Improvements (latest edition).

The Owner Trust will not pay for stored materials and equipment not installed at the completion of the Project. Any excess stored materials will be deducted from the final pay claim. Any previous payment by The OIA for excess stored materials in excess of final claim must be repaid by the Contractor to the OIA. The OIA will not pay costs such as return shipping, handling, restocking, etc. of excess stored materials.

Payment will only be made for stored materials, or stored at the Contractor's facility or Project Site and accessible by Inspection Services.

The Contractor must obtain insurance, as evidenced by a certificate of insurance, against damage, loss, and theft of the stored materials in the amount of the value of the materials, the invoice price or the unit bid item price, whichever is highest. The Contractor must provide a copy of the certificate of insurance for all stored materials with the invoice/claim for payment.

53. TEMPORARY SURFACING (ASPHALT)

This section covers the placing of temporary surfacing on areas to be used as temporary crossings and temporary routes of ingress and egress to residences and places of business related to, adjacent to, or near the Project.

This Work must be constructed on a prepared sub-grade in reasonably close conformity with the existing surfaces or as established by the Engineer. Cross streets, side streets, approach streets, and temporary driveways to residences or places of business must be shaped to a reasonable cross section to prevent ponding of water. Holes, waves and undulations which develop must be corrected by blading and/or adding more material. The shaping of the surface material must be continued until it is well-compacted, free from ruts, waves, and undulations.

Excess material not required for maintenance must be removed from the Project site and the site restored to the same condition before construction began.

The completed temporary surface must be maintained in this condition until permanent repairs are constructed. Asphalt must be used as temporary surfacing material. Asphalt material must be type "A" mix placed a minimum of three (3") inches, and compacted on a prepared sub-grade in accordance with the requirements of these Specifications for asphalt paving.

54. GPS “AS-BUILT” SURVEY

The Contractor must provide a complete GPS “As-Built” Survey for every one hundred feet (100’) along the alignment of the Project, and, coordinates of the valves, fire hydrants, existing water meters, and similar appurtenances. Complete As-Built plans, AutoCad drawing and coordinates data sheet must be submitted by Contractor to the Project Engineer for approval with the final claim. This task must be performed by a registered professional land surveyor in the State of Oklahoma. Data submitted must be tied to Oklahoma State Plane Coordinate System.

The final claim will not be paid without complete and approved GPS “As-Built” survey.

55. BORING TEST HOLE INFORMATION:

Test hole information, when shown in the Plans or included in the Specifications, shall only represent subsurface characteristics to the extent indicated, and only for the point location of the test hole.

Each Bidder must make his own interpretation of the character and condition of the materials which will be encountered between test hole locations. Each Bidder may, at Bidders own expense, make additional surveys and investigations as the Bidder may deem necessary to determine conditions which will affect performance of the Work. The OIA will not provide any further test hole information other than what is already represented in the Plans or Specifications.

The Contractor will be responsible for completion of the Work even if subsurface characteristics, rock or other materials are encountered during construction. No additional compensation or contract time will be provided for impacts resulting from subsurface characteristics, rocks or other materials encountered.

63. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

All Work which has been rejected or condemned or which is defective must be repaired or if it cannot be satisfactorily repaired it must be removed and replaced at the Contractor’s expense. Defective, rejected, and condemned materials must be removed immediately from the Project Site.

Work done without lines and grades; work done beyond the lines or not in conformity with the grades shown on the plan; work done without proper inspection; or any extra or unclassified work done without written authority by a prior change order or amendment will be considered unauthorized. Unauthorized work will not be measured or paid. Unauthorized work may also be ordered removed at the Contractor’s expense.

If the Contractor fails to immediately and satisfactorily repair or remove and replace, any rejected, defective, unauthorized, or condemned work or materials, The OIA will, after giving written notice to the Contractor, have the authority to have defective work remedied

or removed and replaced by others and will deduct the cost thereof from any compensation due to the Contractor. At the OIA's discretion, it may accept rejected, defective, unauthorized or condemned work or materials and make an equitable deduction from the contract price or payment due the Contractor.

64. SODDING AND SPRIGGING

Solid Slab Sodding, Row Sprigging, Broadcast Sprigging Method A, and Broadcast Sprigging Method B will be measured by the square yard of sodded area and installed per Section 840 of The City's *Standard Specifications for Construction of Public Improvements*. The measurement of sodded area will be fifteen feet (15 ft) each side measured from the centerline of the waterline pipe placement for a total width of thirty feet (30 ft). Additional sodding beyond this limit must be placed by Contractor at the Contractor's expense, and without additional payment.

65. TIME OF COMPLETION

Contractor is advised that Contract Time shall commence counting on the date the Work Order is issued regardless of the date Contractor elects to start Work on the Project.

END OF SECTION

REQUIRED FEDERAL PROVISIONS

In the event of conflict between the following federal provisions and the terms of the Agreement, these federal provisions shall prevail.

A. Remedies

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. Termination for Cause and for Convenience

1. The Contracting Entity may, by written notice, terminate this Contract in whole or in part at any time, either for the Contracting Entity's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Contracting Entity.
2. If the termination is for the convenience of the Contracting Entity, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Contracting Entity may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Contracting Entity for any additional cost occasioned to the Contracting Entity thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Contracting Entity. In such event, adjustment in the Contract price will be made as provided in paragraph (b) of this clause.
5. The rights and remedies of the Contracting Entity provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

C. Equal Employment Opportunity

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, sexual orientation, gender identity, or national

- origin. 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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 nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments 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, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided 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 portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 the administering agency may direct as a means of enforcing such provisions, including

sanctions for noncompliance: 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 the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Compliance with the Copeland “Anti-Kickback” Act

1. Contractor.

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, 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 of these contract clauses.

3. Breach.

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Compliance with the Contract Work Hours and Safety Standards Act

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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause

set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages.

The awarding Federal agency or Contracting Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (2) of this section.

4. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section.

F. Patent Rights

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to Contracting Entity. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

G. Copyright

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

H. Compliance with Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations

issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

I. Compliance with Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
2. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

J. Energy and Conservation Provision

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

K. Excluded Parties based upon Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Contracting Entity. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Oklahoma and Contracting Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Example of Certification attached hereto.

M. Solid Waste Disposal Act

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
2. Information about this requirement, including the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

N. Access to Records.

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the State of Oklahoma, Contracting Entity, the FEMA

Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. DHS Seal, Logo, and Flags

Contractor shall not use the seal(s), logos, crests, or reproductions or likenesses of the Department of Homeland Security or likenesses of Department of Homeland Security officials without specific FEMA pre-approval.

P. Compliance with Federal Law, Regulations, and Executive Orders

Contractor acknowledges that FEMA financial assistance will be used to fund the Contract and Contractor agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

Q. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

R. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

S. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

In compliance with 2 CFR § 200.321, if Contractor utilizes subcontracts for this Agreement, Contractor agrees that it shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirements permits, which encourage participation by small and minority businesses, and women's business enterprises; and
6. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

END OF SECTION

LIST OF CONTRACT DOCUMENTS

The Successful Bidder, as Contractor, is responsible for the proper completion and submission of the documents listed below within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the OIA Project Manager.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the "Signature Requirements for Bidding Documents." All Bonds must be issued by a surety licensed to do business in the State of Oklahoma and meeting the requirements of the Oklahoma Competitive Bidding Act of 1974 and the Bidding Documents.

REQUIRED CONTRACT DOCUMENTS*

Contract

Performance Bond in the amount of the Contract

Statutory Bond in the amount of the Contract

Maintenance Bond in the amount of the Contract and for the term required in the Bidding Documents

Certificate of Nondiscrimination

Certificates of Insurance in the types and amounts required in the Bidding Documents, including:

Workers' Compensation

Public liability and Property Damage

Builder's Risk

Defect Bond, if required by the Contractor's Prequalification Resolution

Contractor's State about Equal Opportunity (ARP-211)

Contractor's Certificate of Non-Segregated Facilities (ARP-212)

Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)

Bidder's/Supplier's List (ARP-249)

Subcontractor Performance form (ARP-6100-3)

Subcontractor Utilization form (ARP-6100-4)

DBE documentation (if applicable).

Detailed Bid Form Items

Anti/Non-Collusion Affidavit

Business Relationship Affidavit

Byrd Anti Lobbying Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Any other documents required in the Bidding Documents

Forms to be Used.* Included in these Bidding Documents are samples of the Contract, Bonds and Certificate of Non-Discrimination to be executed by successful Bidder, as Contractor. Signature lines may be revised to reflect the parties to the Contract and Bonds for this Project. Awarding Public Agency will provide to successful Bidder the documents to be signed. Contractor shall use only the forms provided by the Awarding Public Agency or photocopies thereof and shall make no changes or alterations in the documents other than to add signature lines for joint ventures or limited liability companies in accordance with the instructions in the "Signature Requirements for Bidding Documents."

CONTRACT

Project # _____

THIS CONTRACT is made and entered into this _____ day of _____, 20 _____, by and between _____, referred to in the Bidding Documents and herein as "Awarding Public Agency", and _____, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: _____ Dollars (\$ _____)

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the Engineer of Record or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer of Record or designee such detailed information as requested.

Each monthly estimate for payment must contain or have attached an affidavit as required

by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the Engineer of Record or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Contract to be executed the day and year first above written.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

APPROVED by Oklahoma Industries Authority this _____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

PERFORMANCE BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally
and jointly held and firmly bound unto _____, referred
to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of
_____ (\$ _____),
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,
jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made and adopted and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless Oklahoma Industries Authority 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 Contractor or his or its agents, servants, or employees in the construction or provision 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 Contractor, or his or its agents, servants, or employees and shall protect the Oklahoma Industries Authority 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 Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this _____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

STATUTORY BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally and
jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and
materialmen of the Contractor in the sum of
_____, (\$
_____) , such sum being equal to 100% of the Contract price, for the payment
of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves,
and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these
presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding
Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding
Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest
responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for
this Project, which Contract is hereby made a part and parcel of this Bond as if literally written
herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness
incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or
provided labor, materials, machinery, supplies and equipment in the performance of the
Contract, within thirty (30) calendar days after the same becomes due and payable, the person,
entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and
unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors,
suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto
that no changes or alterations in said Contract and no deviations from the Bidding Documents and

the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this ____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

MAINTENANCE BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally and jointly held and firmly
bound unto _____, referred to in the Bidding Documents and
herein as “Awarding Public Agency” in the sum of
_____ (\$ _____),
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,
jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding
Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding
Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest
responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for
this Project, which Contract is hereby made a part and parcel of this Bond as if literally written
herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding
Public Agency all damage, loss, and expense which may result by reason of failed or defective
materials and/or workmanship in connection with said work occurring within a period of
_____ (____) year(s) from and after acceptance of said Project and work by the
Awarding Public Agency, 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 Contractor or Surety herein shall fail to maintain said
Project and work against any failure due to defective workmanship and/or material for a period of
_____ (____) year(s) and at any time repairs shall be necessary that the cost of making
said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the

same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the 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 Surety or the Contractor, or either of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____
As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this ____ day of _____, 20 ____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

DEFECT BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally and jointly
held and firmly bound unto _____, referred to in the
Bidding Documents and herein as "Awarding Public Agency" in the sum of
_____ (\$ _____),
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,
jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding
Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding
Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest
responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for
this Project, which Contract is hereby made a part and parcel of this Bond as if literally written
herein.

NOW, THEREFORE, should the Contractor, during the term of this Defect Bond, timely
and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or
non-compliant workmanship, work and material regarding or relating to the Project, and should
the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to the Awarding
Public Agency all damages, losses, costs and expenses which directly or indirectly may result
from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials,
work and workmanship in connection with said Project; (2) the failure to timely and expeditiously
maintain, repair or replace same; and (3) the cost and expense incurred by the Awarding Public
Agency of any defective, inferior or non-compliant work, material or workmanship repaired,
replaced or maintained, timely and expeditiously, by staff and/or third parties, then this Defect
Bond shall terminate at the end of the term provided in the Bidding Documents; otherwise, this

Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire Project by the Awarding Public Agency as fully and totally complete and shall run for (1) the total number of years as provided in the Bidding Documents for this Project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness)

By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness)

By: _____

As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this _____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, a copy of this Certificate of Nondiscrimination.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Awarding Public Agency. The Contractor may be declared by the Awarding Public Agency ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above

ISSUE DATE: _____

**OKLAHOMA INDUSTRIES AUTHORITY
CERTIFICATE OF INSURANCE****PROJECT NUMBER: WA-2023-00056 /
ARP-23-0010-DPG**

PRODUCER

ADDRESS

INSURED

ADDRESS

NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.

COMPANIES AFFORDING COVERAGECOMPANY A
LETTERCOMPANY B
LETTERCOMPANY C
LETTERCOMPANY D
LETTERCOMPANY E
LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT..

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ____ COMMERCIAL ____ GENERAL LIABILITY ____ OCCURENCE ____ CLAIMS MADE AND TAIL COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY ____ ANY AUTO ____ ALL OWNED AUTOS ____ SCHEDULED AUTOS ____ HIRED AUTOS ____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMSTHE Awarding Public Agency and OKLAHOMA INDUSTRIES AUTHORITY IS AN ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
THE Awarding Public Agency and OKLAHOMA INDUSTRIES AUTHORITY IS A LOSS PAYEE ON VALUABLE PAPERS INSURANCE**CERTIFICATE HOLDER(S)**The Awarding Public Agency
and Oklahoma Industries Authority
105 N. Hudson Ave., Suite 101
Oklahoma City, OK 73102**CANCELLATION**

IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.

(PLEASE READ CAREFULLY)

**CERTIFICATE OF INSURANCE EXPLANATION OF
AWARDING PUBLIC AGENCY**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. Awarding Public Agency will rely on this Certificate as proof of compliance with the insurance requirements agreed upon. Awarding Public Agency must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the Awarding Public Agency so that the Awarding Public Agency may take appropriate action.

Many certificates of insurance are received by Awarding Public Agency and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

Awarding Public Agency has the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. Awarding Public Agency relies upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the Awarding Public Agency) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The Awarding Public Agency must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the Awarding Public Agency with acceptable evidence of insurance compliance will prevent confusion and delay.

LIST OF DOCUMENTS REQUIRED FOR THIS BID

Project Number: WA-2023-00056 / ARP-23-0010-DPG
Description: OKC 577 Water Main Installation I-240 Service Road from N Eastern Avenue to N Bryant Avenue

The Bidder is responsible for reviewing this list of required documents and any requirements of the Bidding Documents and/or Special Provisions - Technical and assuring that each and every required document is properly completed. 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

Completed Line Items in Item Response Form
Affidavits
Bid Security
Detailed Bid Form Items
Anti/Non-Collusion Affidavit
Business Relationship Affidavit
Byrd Anti Lobbying Certification
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
ARP-211
ARP-212
ARP-249
ARP-267
ARP-6100-2
ARP-6100-3
ARP-6100-4
DBE Certification

Failure to submit a required document may be cause for rejection of the Bid. However, the Awarding Public Agency reserves the right to require timely submission of document(s) required in the Bidding Documents.

Forms Not in Packet. If an item is listed on this page or in the Bidding Documents and the form is not included in this packet, it is the Bidder's responsibility to notify the Engineer of Record.

Forms to be Used. Bidder must use the forms provided. Bid Security form shall be provided by the Contractor.

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bidding Documents and Contract Documents must be signed by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF BIDS

- (1) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be provided. The Bidding Documents must be signed in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be provided.
- (2) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in or the Bid may be rejected.
- (3) All Affidavits must be completed, signed and submitted.
- (4) The Bid Security must be submitted with the Bid in accordance with the Bidding Documents

PART I. B. SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must be signed by the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must be signed by the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must be signed by a General Partner, or comply with Part I.B.(6).
- (4) Bids submitted as a Joint Venture: Bidding Documents must be signed by an authorized agent having authority to bind the Joint Venture and comply with Part I.B.(6).
- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must be signed by the Manager or an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must be signed by the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B.(6) below.

(7) Additional Documentation: Additional documentation of authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

(1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the Awarding Public Agency (if the Bidder shows delays in returning the contract are beyond the Bidder's control).

(2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name and title of the affiant (person(s) sworn); sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp, where applicable.

(3) Type or legibly print the name of the individual, limited liability company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS

(1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (2011) § 1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and

attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of the Manager or an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.

(6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, Bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

(7) Additional Documentation: Additional documentation may be required.

Disadvantaged Business Enterprise Program (DBE) Guidance (ARP-267)

Important note: All OWRB ARPA information can be found at: <https://www.owrb.ok.gov/financing/grant/arpa.php>

The OWRB is administering the State of Oklahoma's ARPA funding for various wastewater and water quality projects. The ARPA program is federally funded, and one of the conditions of federal grant awards is for recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs).

To ensure compliance with federal DBE requirements, both **Grant Recipients (Project Owners)** and **Prime Contractors** **must** undertake the good faith efforts to provide opportunities for DBE firms to participate in contracts. Federal regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This directory can be accessed at <https://okdot.gob2g.com/Default.asp>

Good Faith Efforts: EPA's Good Faith Efforts for the Clean Water State Revolving Fund (CWSRF) will be used for the OWRB ARPA grant program. The following good faith efforts will apply to all procurement categories involving ARPA funds (See Appendices A& B).

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Please submit all information to:

Financial Assistance Division, OWRB
3800 North Classen Blvd, Oklahoma City, OK 73118
Phone: 405.530.8800, FAX: 405.530.8900
<http://www.owrb.ok.gov>

Disadvantaged Business Enterprise Program (DBE) Guidance

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Project Owners are required to create and maintain a bidders list in accordance with Subpart E of Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (§ 33.501(b)). This requirement will be adopted for projects funded through the OWRB ARPA program. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, on competitively bid ARPA funded projects. The bidders list must only be kept until the project period for the identified grant has ended. The following information must be obtained from all prime and subcontractors and can be provided on Bidders List (ARP-249):

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE

B: Project Owners are required to undertake good faith efforts. Steps 1 through 5 can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE Firms, the Project Owner should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use listings of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc., to solicit DBE firms as prime contractors whenever they are potential candidates. Project Owners should advertise in minority, local and regional newspapers.
- Invite DBE firms, where appropriate, to meetings, conferences etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBE's. This includes, whenever possible, a minimum of 30 calendar days for bids or request for proposals.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid both as prime-contractors and as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.,) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- **Require prime contractor to complete ARP Form 6100-3 & ARP Form 6100-4** and submit with bid proposal to Project Owner.

C: Project Owners must require the prime contractor to undertake steps 1 through 5 of the Good Faith Efforts in providing DBE firms opportunity for sub-contracts.

Project Owner must provide the **DBE Guidance (ARP-267)** and associated forms to Prime Contractors for utilization of DBEs in the bidding documents.

APPENDIX A: Project Owner, Prime Contractor and Sub-Contractor Responsibilities

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Project Owner Responsibilities:

- Include OWRB's DBE guidance (ARP-267) in each contract with a primary contractor.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide **ARP form 6100-2 – DBE Subcontractor Participation Form to all DBE subcontractors** (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and **ARP form 6100-4 – DBE Program Subcontractor Utilization Form with bid package or proposal**. (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide Project Owner DBE participation achievements with bid proposal – this includes all information necessary for the Owner to complete the **Bidders List (ARP-249)**. The Owner may allow the prime contractor to complete the **Bidders List (ARP-249)**; however, the **Owner is responsible for review and submittal.**
- Maintain records documenting compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

- Provide **ARP form 6100-2 – DBE Program Subcontractor Participation Form** and **ARP form 6100-3 – DBE Program Subcontractor Performance Form** to each DBE subcontractor as part of the bid conference and prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)). Complete **ARP form 6100-4 – DBE Program Subcontractor Utilization Form** (§ 33.302(g))
- Submit to recipient with bid package or proposal the completed **ARP form 6100-4**, plus an **ARP form 6100-3** for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Project Owner (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in (§ 33.301) if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in (§ 33.301) even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide Project Owner DBE participation achievements with bid proposal. This includes information necessary for Owner's completion of the **Bidders List (ARP-249)**.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Subcontractor Responsibilities:

- May submit **ARP form 6100-2 – DBE Subcontractor Participation Form** to Debra Bradford, EPA Region 6 DBE Coordinator (§ 33.302(e)). Submitted if concerns with EPA funded project (e.g., termination, late payment, etc.)
- Must complete **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Summary of ARP Forms

ARP Form	Requirement	Provided By	Completed By	Submitted To
6100-2: DBE Subcontractor Participation Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors if concerns with EPA funded project (e.g., termination, late payment, etc.)	EPA Region 6 DBE Coordinator, Debora Bradford
6100-3: DBE Subcontractor Performance Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors with Prime Contractor's Signature. Completed when bidding on a job.	Project Owners as part of a bid or proposal package
6100-4: DBE Subcontractor Utilization Form	Project Owners required to have prime contractors complete the form	Project Owners to Prime Contractors	Prime Contractors to indicate the utilization of a DBE.	Project Owners as part of bid or proposal

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

§ 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under ARPA Grant program agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must ARPA Grant program recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an ARPA Grant program agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A project owner must require its prime contractor to employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under §33.301 subpart D above.

- e) A recipient must require its prime contractor to provide **ARP Form 6100-2**—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. **ARP Form 6100-2** gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of **ARP Form 6100-2** directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete **ARP Form 6100-3**—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- h) Copies of **ARP Form 6100-2**—DBE Program Subcontractor Participation Form, **ARP Form 6100-3**—DBE Program Subcontractor Performance Form and **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving a grant under federal financial assistance agreement.

§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

Source: *Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008*

APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION
FOR UTILIZATION OF MINORITY AND WOMEN’S BUSINESS ENTERPRISES

Resource Listing	Contact Information	Website if applicable
U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.	US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722	https://www.sba.gov/
U. S. Small Business Administration (SBA) - OK. District Office	301 NW 6 th St. Oklahoma City, OK 73102 Phone: 405.609.8000	https://www.sba.gov/offices/district/ok/oklahoma-city
Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.	1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov Phone: (202) 482-2000	http://www.mbda.gov/
Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the websites.	U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200	http://www.bls.gov/iag/tgs/iag_index_naics.htm
Oklahoma Department of Transportation (ODOT) and the <u>Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE)</u> . Project Owners and bidders may locate qualified M/WBE’s through the MBE/WBE Directory	200 NE 21 st Street Oklahoma City, OK 73105 Phone: 405.521.2082	https://okdot.gob2g.com/Default.asp .
US EPA Office of Small and Disadvantaged Business Utilization (OSDBU): advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.	USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075	https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu Select “search the OSBP Registry” Click on the search criteria of interest (ethnicity, size, SIC, etc.)

National Black Chamber of Commerce	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: info@nationalbcc.org	http://www.nationalbcc.org
U.S. Hispanic Chamber of Commerce	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	http://www.usbcc.com
National Association of Minority Contractors (NAMC)	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 info@namcnational.org	http://namcnational.org/
National Association of Women's Business Owners (NAWBO)	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	www.nawbo.org
National Minority Supplier Development Council, Inc. (NMSDC)	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	http://www.nmsdc.org/
Native American Development Corporation (NADC) - provides technical assistance, financial lending opportunities, and champions small businesses	17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: nadcptac@nadc-nabn.org	http://www.nadc-nabn.org/
City of Tulsa – Small Business Enterprise Program Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises	175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818	https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/ Click on the ‘member list”
Southwest Minority Supplier Development Council: Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	http://www.smsdc.org/

National Association of Women in Construction (NAWIC)	327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324	http://www.nawic.org/
Bureau of Indian Affairs - Maintains a list of Native American Contractors and Suppliers by Trade	P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611	https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development
Oklahoma Department of Commerce Certification Programs and information	900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552	https://www.okcommerce.gov/doing-business/#business-services
Cherokee Nation Tribal Employment Rights Office - Maintains a directory of Indian-owned businesses	Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext. 5334	http://cherokeetero.com/

ARP-249 BIDDERS/SUPPLIERS LIST

To be completed by Project Owner with documentation from all bidding Prime Contractors & Subcontractors
(List of **all firms** that bid or quote on **Prime Contracts** and **Subcontracts** on the project including Services and Supplies)

Project Name: _____ OWRB Project Number: ARP-__-__-__

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If utilized and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If yes , MBE or WBE? Check one: Construction Equipment Services Supplies ARP 6100-3 form is required for all DBEs that bid/quote, even if not utilized . <u>Submit with Bidders List.</u> If utilized submit the following with Bidders List: <ul style="list-style-type: none"> A copy of the companies MBE or WBE certificate is required. ARP 6100-4 form is also required.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If utilized and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If yes , MBE or WBE? Check one: Construction Equipment Services Supplies ARP 6100-3 form is required for all DBEs that bid/quote, even if not utilized . <u>Submit with Bidders List.</u> If utilized submit the following with Bidders List: <ul style="list-style-type: none"> A copy of the companies MBE or WBE certificate is required. ARP 6100-4 form is also required.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Yes No	If utilized and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
DBE: Yes No	If yes , MBE or WBE? Check one: Construction Equipment Services Supplies ARP 6100-3 form is required for all DBEs that bid/quote, even if not utilized . <u>Submit with Bidders List.</u> If utilized submit the following with Bidders List: <ul style="list-style-type: none"> A copy of the companies MBE or WBE certificate is required. ARP 6100-4 form is also required.

ARP-6100-2 DBE Subcontractor Participation Form

OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name	Project Name	
Bid/Proposal No.		Point of Contact
Address		
Telephone No.	Email address	
Prime Contractor Name		Funding entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name	Project Name	
Bid/Proposal No.		Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name		Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ____ DOT ____ SBA ____ Other: _____		Meets/ exceeds EPA certification standards? ____ YES ____ NO ____ Unknown

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

ARP-6100-4 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. OWRB Financial Assistance Agreement Recipients must require their prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email address
Funding Entity Oklahoma Water Resources Board	

I have identified potential DBE certified Subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Bidder's Statement about: **Equal Opportunity Clause (ARP-211)**

Mark **one**:

- ☐ I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- ☐ I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- ☐ I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bidder's Statement about: **Non-Segregated Facilities (ARP-212 and ARP-212a)**

- ☐ I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

Bidder's Statement about: **Bonds**

- ☐ I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- ☐ I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Bidder's Statement about: **sam.gov registration**

Mark **one**:

- ☐ I have registered in SAM.gov and my status is "active".
- ☐ I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- ☐ I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: **Davis Bacon Act**

If the total project cost exceeds \$10,000,000 (ten million dollars):

- ☐ I hereby certify that all of my employees will be paid according to the Davis Bacon Act.

Name and Title of Prospective Prime Contractor's Representative

Signature of Prospective Prime Contractor's Representative

Name and address of Prospective Prime Contractor

CLAIM OR INVOICE AFFIDAVIT

State of _____ ss.
County of _____

The undersigned (engineer or supervisory official), of lawful age, being first duly sworn, on oath says 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 made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Engineer/Supervisory Official signature

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

Notary Public signature

My Commission Expires: _____

NOTICE TO PROCEED

Date: ____/____/____

Project: _____

Grant#: ARP-____-____-____

Notice is hereby given to _____ to commence work on the above
Contractor
referenced project on or before ____/____/____. In accordance with the Agreement dated
____/____/____, you are to complete the work within ____ consecutive calendar days. The date of
completion of all work is ____/____/____.

Owner's Authorized Representative signature

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,
Contractor's Representative name

Authorized Representative of _____.
Contractor

Contractor's Authorized Representative signature

____/____/____
Date

**CERTIFICATE OF APPROVAL OF CONTRACTS AND BONDS BY LOCAL
ATTORNEY**

I, the undersigned _____,
the duly authorized and acting legal representative of the _____,
after careful examination of the Contract between this Entity and
_____, and the surety bonds given by the contractor in
connection with the performance of said contract, do hereby certify that:

1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract and surety bonds, as applicable, constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

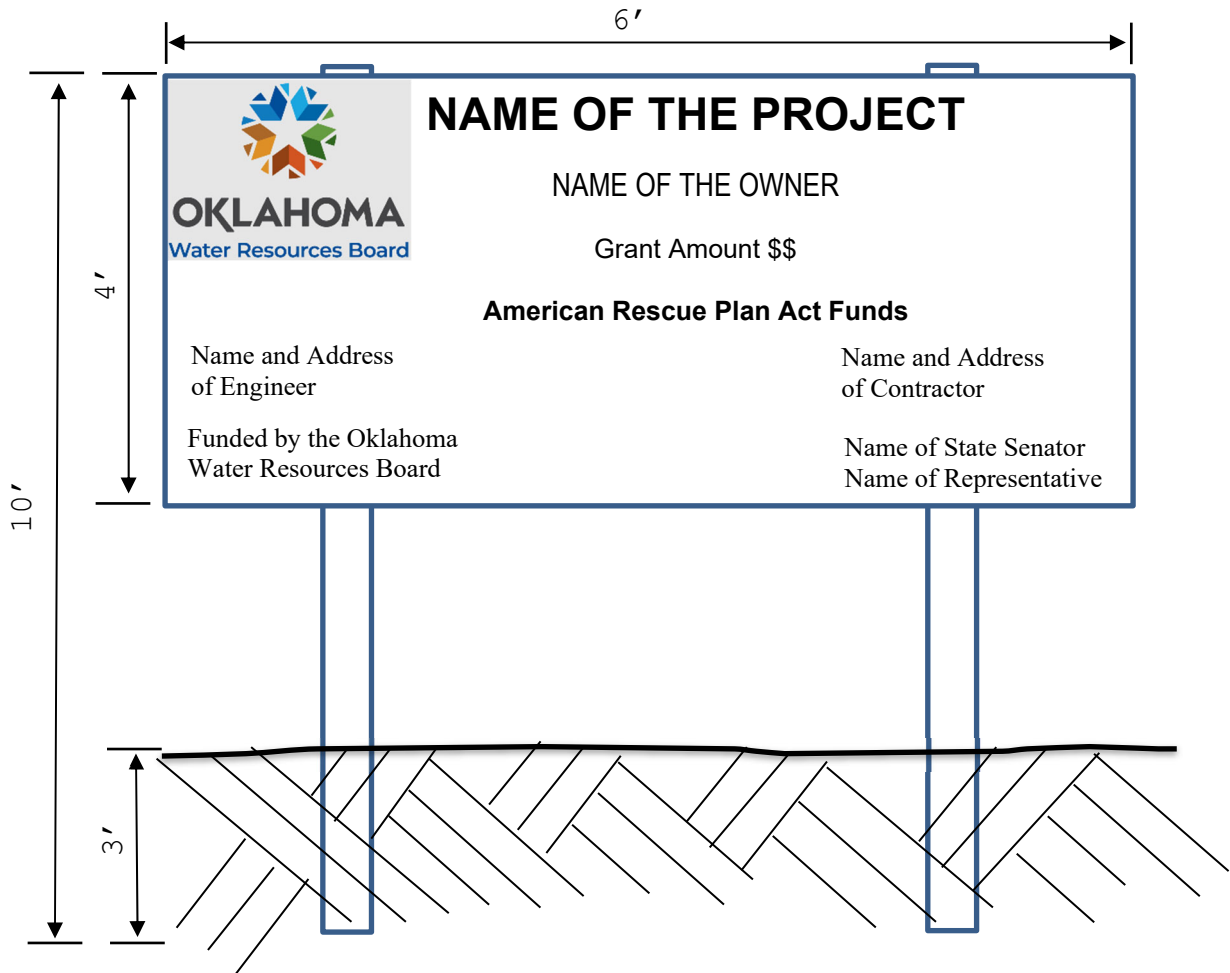
Dated this ____ day of _____, 20__.

Attorney's signature

PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' – 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.

Two signs will be required, one at each end of the project.



CITY OF OKLAHOMA CITY

Project WA-2023-00056 /ARP-23-0010-DPG
OKC 577 Water Main Installation
I-240 Service Road from N Eastern Avenue to N Bryant Avenue

DETAILED BID FORM ITEMS

WA-2023-00056: Base Bid Items

Total Bid Price: _____ Dollars \$ _____
(Dollars per unit written)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
1	5754	LF	12" WATER LINE (C900 PVC)		
_____ Dollars \$ _____					
(Dollars per unit written)					
2	36	LF	6" WATER LINE (C900 PVC)		
_____ Dollars \$ _____					
(Dollars per unit written)					
3	1	EA	48"x24" TAPPING SLEEVE (MJ)		
_____ Dollars \$ _____					
(Dollars per unit written)					
4	1	EA	16"x12" TAPPING SLEEVE (MJ)		
_____ Dollars \$ _____					
(Dollars per unit written)					
5	1	EA	24" TAPPING VALVE & BOX		
_____ Dollars \$ _____					
(Dollars per unit written)					
6	1	EA	12" TAPPING VALVE & BOX		
_____ Dollars \$ _____					
(Dollars per unit written)					
7	12	EA	12"x6" TEE		
_____ Dollars \$ _____					
(Dollars per unit written)					

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
8	1	EA	24"x12" REDUCER		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
9	12	EA	12" GAVE VALVE & BOX		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
10	12	EA	6" GATE VALVE & BOX		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
11	20	EA	12"x45 DEGREE BEND		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
12	20	EA	12"x11.25 DEGREE BEND		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
13	1	EA	12" SOLID SLEEVE		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
14	12	EA	FIRE HYDRANT		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
15	12	EA	12" RISER (IF REQUIRED)		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					
16	140	LF	POLE & 35' TS MST.ARM(G.STL.)		
_____ Dollars \$ _____ \$ _____					
(Dollars per unit written)					

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
17	114	LF	BORE W/ STEEL ENCASEMENT FOR 12" MAIN		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
18	4	EA	VENT PIPE		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
19	17	SY	PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT)		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
20	3,095	CY	SAND BACKFILL FOR PIPE BEDDING		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
21	1	LSUM	DISINFECTION & TESTING		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
22	1	LSUM	TRAFFIC CONTROL		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
23	12	LF	REMOVE & REPLACE CURB & GUTTER		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
24	44	CY	ODOT TYPE A AGGREGATE BACKFILL		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					
25	1	EA	CONSTRUCTION ENTRANCE		
				Dollars \$ _____	\$ _____
(Dollars per unit written)					

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
26	6750	LF	SILT FENCE		
<hr/>				Dollars \$	\$
(Dollars per unit written)					
27	10	EA	ROCK BAG CURB INLET BARRIER		
<hr/>				Dollars \$	\$
(Dollars per unit written)					
28	1	LSUM	SEED ALL DISTURBED AREAS		
<hr/>				Dollars \$	\$
(Dollars per unit written)					
29	1	EA	CONCRETE WASHOUT		
<hr/>				Dollars \$	\$
(Dollars per unit written)					

AFFIDAVITS

State of _____ ss.
County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

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 relationship herein above mentioned exists, affiant should so state.

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

Notary Public Signature

My Commission Expires: _____

BYRD ANTI-LOBBYING CERTIFICATION REGARDING LOBBYING
PLEASE COMPLETE AND SIGN THIS DOCUMENT AND SUBMIT WITH BID

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ (company name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

The Contractor understands that typing in their password acts as their electronic signature, which is just as legal and binding as an original signature.

Name of Person Signing

Title of Person Signing

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-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;
 - c. 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 1b of this certification; and
 - d. Have not within a 3-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 participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

- i. By signing and submitting this proposal, the prospective primary participant is providing the certification set out above.
- ii. The inability of a person to provide the certification set out above will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Contracting Entity's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- iii. The certification in this clause is a material representation of fact upon which reliance was placed when the Contracting Entity determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Contracting Entity may terminate this transaction for cause of default.
- iv. The prospective primary participant shall provide immediate written notice to the Contracting Entity if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- v. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contracting Entity for assistance in obtaining a copy of those regulations.
- vi. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Contracting Entity.
- vii. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- viii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- ix. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- x. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Contracting Entity may terminate this transaction for cause or default.