

APAC Central

Contract Document

Okay Road - Road and Bridge
Rehabilitation Project



11th day of Aug 2025
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk

General Project Information

The Project is the rehabilitation of approximately 2.7 miles of Okay Rd, to include bridges and roadway, in Muskogee County. This project is funded by a Department of Housing and Urban Development (HUD) CDBG-DR grant. Made available, as a result of the historic flooding event in the spring of 2019.

Funding of the Project comes from a Muskogee County CDBG-DR grant from the U.S. Department of Housing and Urban Development, via the Oklahoma Department of Commerce

CDBG-DR Sub-recipient – Muskogee County

This agreement is between: Muskogee County (Owner), and APAC Central, Inc (Contractor), no sub- contractors are anticipated.

Muskogee County is represented by: Ken Doke, Chairman Muskogee County BOCC.

Kevin Wilson, Muskogee County Grants Director

Melissa Lee, Board of Commissioners Assistant

APAC Central, Inc is represented by: Nick Burt, Project Manager

Bryan Wimmer, Project Manager

Becky Campbell

Scope of Services - This project will include work on approximately 2.7 miles of road including; Clearing and grubbing, stabilize sub-grade, raise road bed with aggregate fill, install drainage pipes, low water structures, replace wooden deck bridge, install asphalt overlay, roadway striping, re- install fencing. Proper ditches and drainage will be reestablished on both sides of the road in order to direct storm water off of the road and to the drainage outlets. Replace two bridges, and apply an asphalt overlay on the entire road along with roadway striping.



Signature Authorized Official

Signature Company Representative

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GENERAL CONDITIONS
SUPPLEMENTAL GENERAL CONDITIONS
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SECTION 3 HUD COMPLAINT FORM - Available by OWNER CDBG Form 404.13(9 PAGES)
CONTRACTOR PAYROLL CERTIFICATION - CDBG FORM 408.1
CONTRACTOR PAYROLL APPOINTING PAYROLL OFFICER - CDBG FORM 408.2

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION - CDBG Form 408.3

RECORD OF EMPLOYEE INTERVIEW AT JOB SITE - CDBG Form 408.4

RECORD OF EMPLOYEE INTERVIEW AT JOB SITE (Spanish) - CDBG Form 408.5

Wh347 CONTRACTOR WEEKLY PAYROLL - CDBG Form 408.6

INSTRUCTIONS FOR COMPLETING PAYROLL FORM WH-347 - CDBG FORM 408.7

CONTRACTOR'S HANDBOOK - CHAPTER 4 PAYROLL REPORTING

POSTERS

ADVERTISEMENT FOR BIDS

Notice is hereby given that Muskogee County, hereinafter called the "Owner" will receive sealed bids on a federally assisted project at the office of the owner Muskogee County, located at 400 W. Broadway, Muskogee, OK 74401, until 9:00 a.m., on May 27th, 2025, for Community Development Block Grant Disaster Recovery (CDBGDR) Project Activity: Okay Road: Road and Bridge Rehabilitations CDBG Project Number: 18664 CDBGDR 19.

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

1. Federal Labor Standards Provisions - US Department of Labor, 29 CFR 5; Subpart A - Davis-Bacon Act for the use of the appropriate Davis-Bacon prevailing wage rate(s) for the county and state in which the project is located; and Subpart B, Fringe Benefit Provisions.
2. HUD Section 3, 24 CFR Part 75 - public construction projects assisted under HUD programs that provide financial assistance when the total amount of HUD assistance to the project exceeds a minimum funding threshold at \$200,000 requires that to the greatest extent feasible opportunities for training and employment be provided to lower-income residents of the project area and contracts for work in a substantial part by persons residing in the area of the project.
3. Section 109 - of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, sex, religion, age, disability, or family status be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
4. Non-Segregated Facilities - Certification that assures the bidder does not maintain or provide any segregated facilities.
5. Executive Order 11246 - Equal Employment Opportunity (EEO); provisions require affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority owned business and women owned businesses to bid on the project.
7. Circular 570 - Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. SAM.gov Registration - Bidders must be registered as active in SAM.gov with no exclusions in order to bid on and receive a federally assisted contract.

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

Information and Bidding Documents for the Project can be found at www.questcdn.com. Bidding Documents may be downloaded from the website for a nonrefundable fee of \$22 by inputting Quest project #9670465 on the website's Project Search page. The website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the website www.questcdn.com. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from other sources. Paper copies of the bid documents are also available at the office of the County Clerk for a fee of \$22.00.

INFORMATION FOR BIDDERS

Bids will be received by Muskogee County (herein called the "Owner") at the Muskogee County Clerk's office until 9:00 a.m., CST/CDST, on the 27th day of May, 2025 and then publicly opened and read aloud, during the Commissioners meeting. Each bid must be submitted in a sealed envelope addressed to Muskogee County Commissioners, located at 400 W. Broadway, Muskogee, OK. 74401. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for Okay Road Rehabilitation" Bid #29, and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Muskogee County c/o Muskogee County Clerk at 400 W. Broadway, Muskogee OK. 74401.

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

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

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

All bidders will be required to attend a Pre-bid meeting with the County and Engineer to review the project Set for 05/12/2025 at 11:00 a.m.

Successful bidder will be required to attend a Pre-construction conference prior to contract award.

Successful bidder/suppliers must be ODOT Certified

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

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

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

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

Each bid (100,000.00 or more) must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

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

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

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

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

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

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

to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted. Award will be made to the lowest responsible bidder.

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

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

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

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

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner. Inspection trips for prospective bidders will leave from the office of the Muskogee County Clerk, located at 400 W. Broadway, Muskogee, OK. 74401. The engineer is WSB, LLC, Address 1427 S Boulder Ave., No. 1550, Tulsa, OK 74119.

SPECIAL NOTES TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the **Oklahoma Underground Facilities Damage Prevention Act, §63-142, OKIE 811**, when engaged in work within the public right-of-way in the same manner as in private right-of-way.

Okay Road: Road and Bridge Rehabilitations CDBG Project
Number: 18664 CDBGDR 19

Proposal of APAC Central, Inc.
(hereinafter called "Bidder"), organized and existing under the laws of the
State of Oklahoma, doing business as APAC Central, Inc.
*, to Muskogee County (hereinafter called "Owner").

In compliance with your Advertisement for Bids, and Information to
Bidders, Bidder hereby proposes to perform all work for the
construction of Okay Road: Road and Bridge Rehabilitations in strict
accordance with the contract documents within the time set forth therein
and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of
a joint bid each party certifies as to its own organization, that this bid
has been arrived at independently, without consultation, communication, or
agreement as to any matter relating to this bid, with any other Bidder or
with any competitor. **Bidder is familiar with all laws and regulations that
may affect cost, progress, and performance of the work.**

Bidder hereby agrees to commence work under this contract within ten
(10) days of the date to be specified in the Notice to Proceed and to fully
complete the project within 360 consecutive calendar days thereafter.
Bidder further agrees to pay as liquidated damages the sum of
\$500.00 for each consecutive calendar day thereafter as provided
in Section 15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening
thereof. Each bid must be accompanied by a bid bond payable to Owner for
five percent (5%) of the amount bid.

Bidder acknowledges receipt of the following addenda: #1 - 5/21/25
#2 - 5/28/25

Bidder agrees to perform all the work described in the contract
documents for the following unit prices or lump sum.

NOTE: Bids shall include sales tax and all other applicable taxes and
fees.

Corporation
*Insert "a corporation", "a partnership" or "an individual", as applicable.

1437 S. Boulder Ave.
No. 1550
Tulsa, OK 74119
lol 918.392.5620
lfl 918.392.5621
meshekengr.com



May 21, 2025

**ADDENDUM NO. 1
TO
OKAY ROAD – ROAD AND BRIDGE REHABILITATIONS
BIDDING & CONTRACT DOCUMENT
18664 CDBGDR 19**


This Addendum No. 1, consisting of following items submitted by Meshek & Associates, is hereby made a part of the Contract Documents to the same extent as though it were originally included therein, and shall supersede anything contained in the Plans and Specifications with which it might conflict. **Acknowledge receipt of this Addendum in the space provided on page 9 of the Bidding & Contract Document. Failure to do so may cause the Bid to be considered non-responsive.**

This Addendum No. 1 consists of the following:

1 BIDDING & CONTRACT DOCUMENT MODIFICATIONS

- 1.1 Remove and replace the INFORMATION FOR BIDDERS – Extends the date that the County will receive bids to May 30th.

A copy of this Addendum shall be added to and made a part of each Bid.
All other provisions of the Plans and Specifications shall remain in full force and effect.

BY: 
Allen Damron, PE

DATE/SEAL: 05/21/2025

INFORMATION FOR BIDDERS

Bids will be received by Muskogee County (herein called the "Owner") at the Muskogee County Clerk's office until 9:00 a.m., CST/CDST, on the 30th day of May, 2025 and then publicly opened and read aloud, during the Commissioners meeting. Each bid must be submitted in a sealed envelope addressed to Muskogee County Commissioners, located at 400 W. Broadway, Muskogee, OK. 74401. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for Okay Road Rehabilitation" Bid #29, and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Muskogee County c/o Muskogee County Clerk at 400 W. Broadway, Muskogee OK. 74401.

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Successful bidder will be required to attend a Pre-construction conference prior to contract award.

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

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

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

1437 S. Boulder Ave.
No. 1550
Tulsa, OK 74119
lol 918.392.5620
lfl 918.392.5621
meshekengr.com



May 28, 2025

**ADDENDUM NO. 2
TO
OKAY ROAD – ROAD AND BRIDGE REHABILITATIONS
BIDDING & CONTRACT DOCUMENT
18664 CDBGDR 19**

This Addendum No. 2, consisting of following items submitted by Meshek & Associates, is hereby made a part of the Contract Documents to the same extent as though it were originally included therein, and shall supersede anything contained in the Plans and Specifications with which it might conflict. **Acknowledge receipt of this Addendum in the space provided on page 9 of the Bidding & Contract Document. Failure to do so may cause the Bid to be considered non-responsive.**

This Addendum No. 2 consists of the following:

1 BIDDING & CONTRACT DOCUMENT MODIFICATIONS

- 1.1 Remove and replace the Information for Bidders on page 6 – Modifies the language concerning the Pre-construction conference.
- 1.2 Remove and replace page 9 – Modifies the calendar days to 360 days.
- 1.3 Remove and replace page 12 – Modifies the pay quantities with sign day units.


2 PLAN MODIFICATIONS

- 2.1 Remove and replace sheet AT01 – Modifies the construction calendar days to 360 and updates the pay quantities with sign day units.

3 MISCELLANEOUS CLARIFICATIONS

- 3.1 Question: Will the asphalt be ODOT indexed?
 - 3.1.1 Answer: This project uses ODOT 2019 Specifications. We will follow the ODOT Specifications for asphalt binder price adjustments.
- 3.2 Question: Will the project be tax exempt?
 - 3.2.1 Answer: The contractor is allowed to use the County's sales tax exemption.
- 3.3 Question: Who is responsible for testing?
 - 3.3.1 Answer: The County is responsible for testing and inspections.
- 3.4 Question: Is there a Geotech Report available?
 - 3.4.1 Answer: Yes. The Geotech Report will be included with this addendum.
- 3.5 Question: Do subconsultants need to be prequalified?
 - 3.5.1 Answer: No. Subconsultants do not need to be prequalified.

A copy of this Addendum shall be added to and made a part of each Bid.
All other provisions of the Plans and Specifications shall remain in full force and effect.

BY: 
Allen Damron, PE

DATE/SEAL: 05/28/2025

BID SCHEDULE

ROADWAY 0100						
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	
201(A) 1200	CLEARING AND GRUBBING	LSUM	1.00	54,000 -	54,000 -	
202(A) 2200	UNCLASSIFIED EXCAVATION	CY	36,977.00	13.40	495,491.80	
202(E) 2600	SELECT BORROW	CY	10,328.00	14.65	151,305.20	
205(A) 6200	TYPE A-SALVAGED TOPSOIL	LSUM	1.00	106,000 -	106,000 -	
221(B) 2300	TEMPORARY SILT FENCE	LF	28,398.00	3.15	89,453.20	
221(E) 2600	TEMPORARY SILT DIKE	LF	1,474.00	13.00	19,162. -	
230(A) 7200	SOLID SLAB SODDING	SY	116,745.00	3.15	367,746.75	
233(A) 0200	VEGETATIVE MULCHING	AC	24.12	1300. -	31,356.00	
303(A) 1200	AGGREGATE BASE TYPE A	CY	7,325.00	62.25	455,981.25	
307(K) 4200	STABILIZED SUBGRADE	SY	42,244.00	9.90	418,215.60	
325 0100	SEPARATOR FABRIC	SY	62,774.00	1.35	84,704.40	
402(E) 2600	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	1,389.00	44.00	61,116.00	
407(B) 7300	TACK COAT	GAL	2,810.00	2.70	7,587.00	
411(B) 1330	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	5,290.00	97.55	516,039.50	
411(C) 1430	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	3,164.00	109.50	346,458.00	
414(B) 5300	DOWEL JOINTED P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	2,618.00	51.60	135,088.80	
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	509.00	226.50	115,288.50	
501(A) 1200	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	4.00	59.00	236.00	
509(A) 0200	CLASS AA CONCRETE	CY	253.00	743.00	187,979.00	
511(A) 2200	REINFORCING STEEL	LB	12,469.00	1.55	19,326.95	
601(A) 1220	TYPE I-A PLAIN RIPRAP	TON	513.00	70.00	35,910.00	
601(C) 1300	TYPE I-A FILTER BLANKET	TON	107.00	79.00	8,453.00	
611(A) 7215	(PL) MANHOLE (5' DIA.)	EA	1.00	6900.00	6,900.00	
611(B) 7305	ADD'L. DEPTH IN MANHOLE (5' DIA.)	VF	2.00	440.00	880.00	
613(B) 5508	18" CORR. GALV. STEEL PIPE	LF	434.00	43.00	18,662.00	
613(B) 5516	24" CORR. GALV. STEEL PIPE	LF	342.00	50.00	17,100.00	
613(B) 5528	36" CORR. GALV. STEEL PIPE	LF	196.00	54.00	10,584.00	
613(B) 5536	48" CORR. GALV. STEEL PIPE	LF	9.00	164.00	1,476.00	
613(B) 5604	21"X15" CORR. GALV. STEEL PIPE ARCH	LF	235.00	48.00	11,280.00	
613(B) 5516	35"X24" CORR. GALV. STEEL PIPE ARCH	LF	270.00	72.00	19,440.00	
613(M) 6960	TYPE A4 CULVERT END TREATMENT	EA	24.00	2575.00	61,800.00	
613(M) 6964	TYPE B4 CULVERT END TREATMENT	EA	8.00	2773.00	22,184.00	
619(A) 6200	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1.00	26,765.00	26,765.00	
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	32,868.00	2.60	85,456.80	
619(B) 6385	REMOVAL OF GRAVEL DRIVEWAY	SY	1,220.00	6.00	7,320.00	
623(A) 1200	BEAM GUARDRAIL W-BEAM SINGLE	LF	800.00	30.00	24,000.00	
623(G) 1820	GUARDRAIL END TREATMENT (31")	EA	8.00	2900.00	23,200.00	
623(I) 2050	GUARDRAIL BRIDGE CONN-THRIE BEAM (31")	EA	4.00	2900.00	11,600.00	
624(C) 3405	FENCE-STYLE SWF (6 BARBED WIRE)	LF	4,596.00	8.60	39,525.60	
624(E) 3600	FENCE-STYLE CLF (4' HIGH, CLASS A)	LF	407.00	26.50	10,785.50	
629(D) 7500	REMOVE AND RESET MAILBOX	EA	2.00	550.00	1,100.00	
853 5170	GUARDRAIL DELINEATORS (TYPE 1, CODE 1)	EA	32.00	2650	848.00	
SPECIAL	EROSION CONTROL MAT	SF	18,585.00	7.50	139,387.50	
CUSTOM	CUSTOM 3-21"X15" CULVERT END TREATMENT	EA	2.00	8,750 -	17,500.00	
CUSTOM	CUSTOM 5-35"X24" CULVERT END TREATMENT	EA	2.00	13,000 -	26,000.00	

CUSTOM	CUSTOM 3-36" CULVERT END TREATMENT	EA	2.00	10,000 ⁰⁰	20,000 ⁰⁰
BRIDGE "A" 0200					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
202(A) 2210	UNCLASSIFIED EXCAVATION	CY	1,220.00	13.35	16,287.00
303(A) 1200	AGGREGATE BASE TYPE A	CY	146.00	90.00	13,140.00
326(B) 1300	GEOGRID REINFORCEMENT	SY	219.00	8.00	1,752.00
501(A) 1210	STRUCTURAL EXCAVATION UNCLASSIFIED	CY	217.00	36.00	7,812.00
501(D) 1500	UNCLASSIFIED BACKFILL	CY	586.00	23.00	13,478.00
509(A) 0210	CLASS AA CONCRETE	CY	174.20	721.00	125,598.20
511(A) 2210	REINFORCING STEEL	LB	35,680.00	1.54	54,947.20
601(B) 1230	TYPE I-A PLAIN RIPRAP	TON	100.00	78.00	7,800.00
601(C) 1310	TYPE I-A FILTER BLANKET	TON	20.00	95.00	1,900.00
613(H) 6205	6" PERFORATED PIPE UNDERDRAIN ROUND	LF	150.00	88.00	13,200.00
613(I) 6310	6" NON-PER. PIPE UNDERDRAIN RND.	LF	20.00	37.00	740.00
619(D) 6700	REMOVAL OF EXISTING BRIDGE STRUCTURE	LSUM	1.00	7,700 ⁰⁰	7,700.00
BRIDGE "B" 0201					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
501(B) 1300	SUBSTRUCTURE EXCAVATION COMMON	CY	630.00	70.00	44,100.00
501(G) 1800	CLSM BACKFILL	CY	76.00	302.00	22,952.00
503(A) 4230	PRESTRESSED CONCRETE BEAMS (TYPE III)	LF	214.50	410.00	87,945.00
504(A) 5200	APPROACH SLAB	SY	115.00	400.00	46,000.00
504(B) 5300	SAW-CUT GROOVING	SY	331.70	9.00	2,985.30
504(D) 5410	CONCRETE RAIL (TR3)	LF	204.80	118.00	24,166.40
507(A) 8210	WEATHERING STEEL FIXED BEARING ASSEMBLY	EA	3.00	2850.00	8,550.00
507(B) 8310	WEATHERING STL EXP. BEARING ASSEMBLY	EA	3.00	2850.00	8,550.00
509(A) 0210	CLASS AA CONCRETE	CY	59.20	1295.00	76,664.00
509(B) 0320	CLASS A CONCRETE	CY	67.60	1240.00	83,824.00
509(D) 0510	CLASS C CONCRETE	CY	13.30	1295.00	17,233.50
511(A) 2210	REINFORCING STEEL	LB	9,460.00	1.35	12,771.00
511(B) 2310	EPOXY COATED REINFORCING STEEL	LB	21,060.00	1.83	38,539.80
514(A) 5210	PILES, FURNISHED (HP 10X42)	LF	152.00	65.00	9,880.00
514(A) 5220	PILES, FURNISHED (HP 12X53)	LF	346.00	75.00	25,950.00
514(B) 5310	PILES, DRIVEN (HP 10X42)	LF	152.00	43.00	6,536.00
514(B) 5320	PILES, DRIVEN (HP 12X53)	LF	346.00	38.00	13,148.00
514(L) 6300	PILE SPLICE, H-PILE (NON-BIDDABLE)	EA	1.00	500.00	500.00
515(A) 7200	WATER REPELLENT (VISUALLY INSPECTED)	SY	289.00	6.40	1849.60
517 9110	ELASTOMERIC COATING	SF	292.00	30.00	8760.00
601(B) 1230	TYPE I-A PLAIN RIPRAP	TON	880.00	100.00	88,000.00
601(C) 1310	TYPE I-A FILTER BLANKET	TON	180.00	90.00	16,200.00
613(H) 6205	6" PERFORATED PIPE UNDERDRAIN ROUND	LF	52.00	86.00	4,472.00
613(I) 6310	6" NON-PERF. PIPE UNDERDRAIN RND.	LF	60.00	70.00	4,200.00
619(D) 6700	REMOVAL OF EXISTING BRIDGE STRUCTURE	LSUM	1.00	7,500 ⁰⁰	7,500.00
BRIDGE "C" 0202					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
540 8120	(PL)REPAIR BRIDGE ITEM (TYPE A)	EA	2.00	7,000 ⁰⁰	14,000.00
TRAFFIC SIGNING AND STRIPING 0300					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
805(A) 3252	(PL) REMOVAL OF EXISTING SIGNS	EA	15.00	55.00	825.00
805(D) 3528	(PL) REMOVE & RESET EXISTING SIGNS	EA	2.00	265.00	530.00
850(A) 1200	SHEET ALUMINUM SIGNS	SF	142.00	19.00	2698.00
851(C) 2430	2 1/2" SQUARE TUBE POST	LF	202.00	10.00	2020.00
856(A) 8200	TRAFFIC STRIPE (MULTI-POLY.) (4" WIDE)	LF	35,195.00	1.05	36,954.75

856(A)	8216	TRAFFIC STRIPE (MULTI-POLY.) (24" WIDE)	LF	59.00	19.00	1,121.00
TRAFFIC CONTROL 0301						
ITEM		DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
880(B)	6300	CONSTRUCTION SIGNS 0 SF TO 6.25 SF	SD	10,800.00	0.27	2916.00
880(B)	6310	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	SD	3,240.00	0.37	1198.80
880(B)	6320	CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF	SD	720.00	2.14	1540.80
880(C)	6410	CONSTRUCTION BARRICADES (TYPE III)	SD	1,800.00	2.12	3816.00
880(E)	6607	WARNING LIGHTS (TYPE B)	SD	3,600.00	0.53	1908.00
882(A)	8200	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1.00	16,000.00	16,000.00
STAKING 0600						
ITEM		DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
642(B)	3300	CONSTRUCTION STAKING LEVEL II	LSUM	1.00	80,000.00	80,000.00
CONSTRUCTION 0640						
ITEM		DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
220	1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00	12,000.00	12,000.00
641	2110	MOBILIZATION	LSUM	1.00	313,426.80	313,426.80

ADD ALTERNATE 1 CONCRETE DITCH LINER 0700						
ITEM		DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
509(D)	0500	CLASS C CONCRETE	CY	1,485.00	418.00	620,730.00

TOTAL BASE BID:

\$ 5,727,270.00

WORDS: five million, Seven hundred twenty Seven thousand, two hundred Seventy
dollars no/100 —

TOTAL BASE BID PLUS ADD ALTERNATE 1:

\$ 6,348,000.00

WORDS: Six million, three hundred forty eight thousand, dollars —

Respectfully submitted,

Signature

Title

Employer ID

Firm Name

Address

Phone

[(SEAL) if bid is by a corporation]

ATTEST:

Secretary/Witness

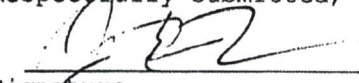
Date

APAC-Central Inc.

P.O. Box 737, Muskogee 74402

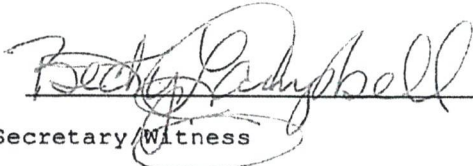
918-682-0690

5/23/25



Area Manager

58-1401469



CONTRACTOR BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma

COUNTY OF

Muskogee

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

NONE

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:

NONE

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:

NONE

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

[Signature]
Affiant

Subscribed and sworn to before me this 23 day of May, 2025

BECKY L. CAMPBELL
Notary Public - State of Oklahoma
Commission Number 02015383
My Commission Expires Sep 9, 2026

[Signature]
Notary Public

My Commission Expires: 9/9/26

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

CONTRACTOR NOTARIZED SWORN STATEMENT OF NON-COLLUSION

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

STATE OF OKLAHOMA; COUNTY OF Muskogee

James Hawkins of lawful age, being first duly sworn, on oath says:

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

Printed Name: James Hawkins

Signature: [Signature]

Subscribed and sworn to before me this 23 day of May, 2025

Notary Public Becky Campbell

Commission expires: 9/9/26

SEAL

BECKY L. CAMPBELL
Notary Public - State of Oklahoma
Commission Number 02015383
My Commission Expires Sep 9, 2026

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

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-ZUR-25-215

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC - Central, Inc.

755 E Millsap Rd

Fayetteville, AR 72703

OWNER:

(Name, legal status and address)

Muskogee County Commissioners

400 West Broadway

Muskogee, OK 74401

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 10th Floor

Schaumburg, IL 60196-1056

State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

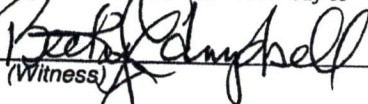
Okay Road - Road and Bridge Rehabilitation 18664 CDBGDR 19 Muskogee County Bid # 29

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

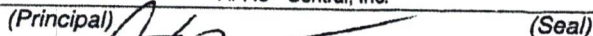
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2025


(Witness)

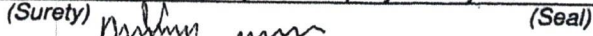

(Witness) Rita Alfano

APAC - Central, Inc.

(Principal)  (Seal)

(Title) Area Manager

(Surety) Fidelity and Deposit Company of Maryland (Seal)



(Title) Kimberly Leonard, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kimberly Leonard, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

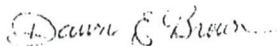
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 31st day of March, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan
Vice President

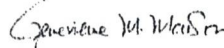


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Malson
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.


RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of May, 2025.




Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsforclaims@zurichna.com
800-626-4577

"General Decision Number: OK20250019 01/03/2025

Superseded General Decision Number: OK20240019

State: Oklahoma

Construction Type: Highway

Counties: Adair, Cherokee, Craig, Delaware, Mayes, McIntosh, Muskogee, Nowata, Okfuskee, Ottawa and Washington Counties in Oklahoma.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUOK2011-006 04/18/2011

	Rates	Fringes
CARPENTER (Excludes Form Work and Form Setting)		
Adair County.....	\$ 13.70 **	
Cherokee County.....	\$ 14.00 **	
Delaware County.....	\$ 13.69 **	
Muskogee County.....	\$ 13.48 **	
Remaining Counties.....	\$ 13.94 **	
CEMENT MASON/CONCRETE FINISHER		
Delaware County.....	\$ 13.27 **	
Muskogee County.....	\$ 14.24 **	
Ottawa County.....	\$ 14.72 **	1.35
Remaining Counties.....	\$ 13.70 **	
FORM WORKER/FORM SETTER (Including Curb Line Setting)....		
	\$ 12.30 **	
GUARDRAIL INSTALLER (Includes Guardrail/Post Driver Work).....		
	\$ 9.70 **	
IRONWORKER, REINFORCING.....		
	\$ 13.63 **	
LABORER		
Air/Power Tool Operator (Includes Handheld Concrete Saws and Chipping Guns).....		
	\$ 12.79 **	
Asphalt Raker and Shoveler..		
	\$ 12.41 **	
Common or General		
Adair County.....	\$ 11.96 **	
Cherokee County.....	\$ 11.12 **	
Delaware County.....	\$ 11.16 **	
Mayes County.....	\$ 10.07 **	
Muskogee County.....	\$ 10.68 **	
Okfuskee County.....	\$ 10.55 **	
Remaining Counties.....	\$ 10.64 **	
Pipelayer.....	\$ 11.13 **	
Traffic Control (Includes Flagger, Setting Up and Moving Cones/Barrels).....		
	\$ 10.28 **	
Vibrating Plate.....		
	\$ 12.70 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Paver Screed.....	\$ 14.77 **	
Asphalt Paving Machine.....	\$ 14.84 **	
Asphalt Plant.....	\$ 14.70 **	
Backhoe/Trackhoe		
Muskogee County.....	\$ 14.99 **	
Remaining Counties.....	\$ 16.13 **	
Bobcat/Skid Loader.....	\$ 12.56 **	
Broom.....	\$ 11.02 **	
Bulldozer		
Muskogee County.....	\$ 14.33 **	
Remaining Counties.....	\$ 14.61 **	
Concrete Paving Machine.....	\$ 14.42 **	

Concrete Saw.....	\$ 14.65 **	
Crane.....	\$ 18.63	
Distributor Truck.....	\$ 13.34 **	
Excavator.....	\$ 14.75 **	
Grader/Blade.....	\$ 16.47 **	
Loader (Front End)		
Muskogee County.....	\$ 13.83 **	
Remaining Counties.....	\$ 13.66 **	
Mechanic		
Muskogee County.....	\$ 18.96	
Remaining Counties.....	\$ 18.77	
Milling Machine.....	\$ 14.87 **	
Mixer.....	\$ 14.56 **	
Oiler		
Muskogee County.....	\$ 13.38 **	
Remaining Counties.....	\$ 14.59 **	
Roller (Asphalt)		
Adair County.....	\$ 13.12 **	
Muskogee County.....	\$ 12.58 **	
Remaining Counties.....	\$ 13.48 **	
Roller (Dirt Compaction)....	\$ 12.44 **	
Rotomill.....	\$ 17.33 **	
Scraper.....	\$ 14.13 **	
Striping Machine.....	\$ 11.54 **	
Tractor/Box Blade.....	\$ 12.83 **	
Transfer Material Machine...	\$ 12.38 **	0.75
Trencher.....	\$ 14.66 **	

TRUCK DRIVER

Concrete Truck.....	\$ 14.22 **	
Dump Truck		
Muskogee County.....	\$ 13.93 **	
Remaining Counties.....	\$ 13.91 **	
Flatbed Truck.....	\$ 16.18 **	
Lowboy/Float.....	\$ 15.20 **	0.69
Off the Road Truck.....	\$ 13.64 **	
Single Axle Truck		
(Includes Pilot Car).....	\$ 13.15 **	
Straight Truck.....	\$ 15.92 **	
Tandem Axle/Semi Trailer		
Delaware County.....	\$ 15.15 **	
Mayes County.....	\$ 16.93 **	
Muskogee County.....	\$ 16.14 **	
Remaining Counties.....	\$ 15.75 **	
Water Truck.....	\$ 13.44 **	

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

CONTRACTOR - SELF CERTIFICATION OF NO DEBARMENT - CDBG FORM 407.2

Muskogee County Highway 18664 CDBGDR 19
 CDBG Grantee Name (Owner) Project Type CDBG Project No.

ATTENTION ALL BIDDERS:

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

A contractor/entity must be registered and active with no exclusions or current debarment in the SAM.gov system in order to qualify as eligible to receive payment from the Owner on a federally assisted project.

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

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

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

APAC Central Inc Area Manager 5/23/25
 Contractor/Vendor Name & Title (Please Print) Date
 Signature FTNNZLR 5/23/25
 Date
 Unique Entity ID (UEI) Number (SAM.gov active registration) FTNNZLRMXZ5

NOTE: This certification is to be submitted with bid proposal.

CE OF CONTRACT AWARD - CDBG FORM 407.1

Contractor Information

APAC-Central Inc.

P.O. Box 737

Muskogee, OK 74402

Phone#: 918-682-0690

FEI#: 58-1401469

UEI #: FTNNZLVRMXZ5

CDBG Contract No. 18664 CDBGDR 19

Project Description: Okay Road (E0830 RD)

Wage Rate Decision #OK 20250019

Type Highway Mod # 0 Date 01/03/2025

Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated 5/4/2025 and 5/11/2025 with bid opening held on May 30th, 2025.

You are hereby notified that your bid has been accepted in the amount of \$ 6,348,040.50.

If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Awarded this 6th day of June, 2025.

CDBG Grantee/Owner: Muskogee County

Signature of Authorized Official Kenn Dake

Ken Dake
Typed Name & Title

Contractor Certifications & Acknowledgement: (the below must be completed for federal reporting purposes).

1. Type of Trade: ☒ Construction; ☐ Other Service ()

2. Business Ownership: ☐ Black or African Americans; ☐ Asians; ☐ Hispanics or Latinos;

☐ American Indian or Alaskan Natives; ☐ Native Hawaiian or Other Pacific Islanders; ☐ Whites

3. Certified Minority Business Enterprise: Yes ☐ No ☒

4. Certified Women Owned Business: Yes ☐ No ☒

5. Section 3 Business Concern: Yes ☐ No ☒

6. Contractor Debarment Review Certification has been submitted: Yes ☒ No ☐

7. Active Registration in SAM.gov? Yes ☒ No ☐

Chairman Kenn Dake

Member Keith Dake

Member Keith Dake

Attest Keith Dake

County Clerk

Acknowledged by: Nick Burt
Contractor Signature

Nicholas Burt
Print Name



NOTICE TO PROCEED

CDBG Contract Number: 18664 CDBG-DR 19

Contractor Name: APAC Central, Inc

Project Description of Work: Okay Rd - Road & Bridge Rehabilitation

Project Location: Unincorporated Muskogee County

Contractor is hereby notified to commence work for the referenced contract on _____, 20____, and fully complete all work of said contract within 360 consecutive calendar days thereafter. The completion date is therefore _____, 20_____.

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

Dated this _____ day of _____, 20_____.

Owner Name (City, Town, or County)



Authorized Official Signature

Print Name: _____

Print Title: _____

ACCEPTANCE OF NOTICE

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

Contractor (Print Name)

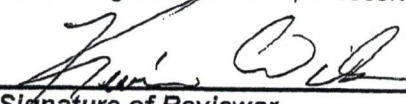
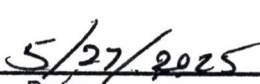
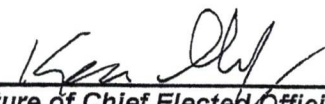
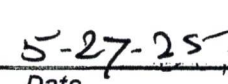
Contractor Signature

**Oklahoma Department of Commerce CDBG Programs
Grantee Debarment Review and Certification**

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds **before any contract award is executed**. These reviews shall be conducted by using the **System for Award Management (SAM) website**, www.sam.gov, to **determine if the potential contractor is registered as active with no exclusions. Save/Print the results.** Complete this form and attach the results along with the Notice of Award and Contractor's Debarment Certification form from the Bid/Proposal documents.

CDBG Grantee Name and Project Type	Muskogee County, Road Rehabilitation			CDBG Contract Number	18664 CDBGDR 19
*Contractor Name	APAC Central, Inc				
Address	2401 S. 6 th Street W.			Phone	918-682-0690
City	Muskogee	State	OK	Zip Code	74402
Contractor's UEI Number	FTNNZLVRMXZ5				
Entity's Registration reviewed by			Kevin Wilson		
Reviewer's Title			Muskogee County Grants Director		
Reviewer's Organization			Muskogee County		
Chief Elected Official			Ken Doke		
Title of Chief Elected Official			Muskogee County Commissioner District #1		

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

 _____ Signature of Reviewer	 _____ Date
 _____ Signature of Chief Elected Official	 _____ Date

Please upload this document along with other required documentation into OK-Grants Related Items (RROF) and submit using the Notice of Award status. Keep the originals in the CDBG project file.

*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and **must be registered as active** in SAM.gov.



APAC-CENTRAL INC

Unique Entity ID FTNNZLVRMXZ5	CAGE / NCAGE 5VCZ5	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Aug 23, 2025	
Physical Address 755 E Millsap RD Fayetteville, Arkansas 72703-4004 United States	Mailing Address PO Box 9208 Fayetteville, Arkansas 72703-0021 United States	

Business Information

Doing Business as ARKHOLA SAND & GRAVEL	Division Name Apac-central	Division Number 207
Congressional District Arkansas 03	State / Country of Incorporation Delaware / United States	URL https://apacentralinc.com/

Registration Dates

Activation Date Aug 28, 2024	Submission Date Aug 23, 2024	Initial Registration Date Jan 25, 2010
--	--	--

Entity Dates

Entity Start Date Jun 16, 1980	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
Yes

EFT Indicator
0000

CAGE Code
5VCZ5

Points of Contact

Electronic Business

2

Heidi Shockley, Assistant Controller

755 E. Millsap RD.
Fayetteville, Arkansas 72703
United States

GREG White

755 E. Millsap RD.
Fayetteville, Arkansas 72703
United States

Government Business

2

Shannon M. Holley, Region Credit Manager

APAC-CENTRAL, INC. A Crh Company
755 E Millsap RD - FAYETTEVILLE, Ar 72703
Fayetteville, Arkansas 72703
United States

Past Performance

2

Shannon M. Holley, Region Credit Manager

APAC-CENTRAL, INC. A Crh Company
755 E Millsap RD - FAYETTEVILLE, Ar 72703
Fayetteville, Arkansas 72703
United States

Service Classifications

NAICS Codes

Primary

NAICS Codes

NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.



APAC-CENTRAL LOCATIONS MAP



QUARRY/
SAND



ASPHALT



ASPHALT/
QUARRY



READY MIX



OFFICE



PERFORMANCE BOND

NOTE: Awarded bid over \$100,000.00 must furnish a performance bond to the owner.

_____, as Principal,
_____, a
corporation organized under the laws of the State of _____, as
surety, are held and firmly bound unto _____
_____, in the penal sum of _____
_____ Dollars (\$_____), in lawful money
of the United States of America, for the payment of which, well and truly
to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors and assigns, jointly and severally,
firmly by these presents.

The condition of this obligation is such that, whereas said Principal
entered into a written contract with _____
_____, dated _____, _____,
for _____,
all in compliance with the plans and specifications therefore, made a part
of said contract and on file in the office of _____

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly
and faithfully perform and abide by said contract and each and every
covenant, condition and part thereof and shall fulfill all obligations
resting upon said Principal by the terms of said contract and said
specifications and if said Principal shall protect and save harmless said
_____ from any pecuniary
loss resulting from the breach of any of the items, covenants, and conditions
of said contract resting upon said Principal, then this obligation shall
be null and void, otherwise to be and 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 procedures herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____ day of _____, _____.

PRINCIPAL:

By:

ATTEST:

SURETY:

By:

Attorney-In-Fact

STATUTORY BOND

NOTE: Awarded bid over \$100,000.00 must furnish a statutory bond to the owner.

No. _____

We, _____, as Principal, and
_____, a corporation
organized under the laws of the State of _____, as Surety,
are held and firmly bound unto the State of Oklahoma in the amount of
_____ Dollars
(\$ _____) for the payment of which we hereby bind ourselves, our
heirs, executors, administrators, and assigns, jointly and severally, firmly
by these presents.

Dated this _____ day of _____, _____.

WHEREAS the said _____
did on _____ enter into a certain contract with

for the construction of _____;

AND WHEREAS, this bond is given in compliance with Oklahoma Statutes
Annotated, 194, Title 61, Sections 1 and 2, as amended;

NOW, THEREFORE, the condition of the above obligation is such that,
if the principal shall pay all indebtedness incurred for labor, materials
or rental of machinery or equipment furnished in the construction of said
public building or in making said public improvements, then this obligation
shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day
and year first above written.

By: _____
Bonding Company

ATTEST (If by corporation)

By: _____
Attorney-in-Fact

MAINTENANCE BOND (Defect Bond)

NOTE: Awarded bid over \$100,000.00 must furnish a maintenance bond to the owner.

_____, as Principal, and
_____, a corporation organized under
the laws of the State of _____ and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound
unto _____,

(City, Town, or Trust Authority)
in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States of America, said
sum being equal to one hundred percent (100%) of the contract price, for
payment of which, well and truly to be made, we bind ourselves and each of
us, our heirs, executors, administrators, trustees, successors, and assigns,
jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal
entered into a written contract with _____

(City, Town, or Trust Authority)
dated _____, _____, for

_____,
all in compliance with the plans and specifications therefore, made a part
of said contract and on file in the office of _____
_____;

NOW, THEREFORE, if said Principal shall pay or cause to be paid to
_____ all damage, loss and expense which may
(City, Town, or Trust Authority)
result by reason of defective materials and/or workmanship in connection
with said work occurring within a period of one (1) year from and after the
acceptance of said project by _____,

(City, Town, or Trust Authority)
then this obligation shall be null and void, otherwise to be and remain in
full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to
be executed in its name and its corporate seal to be hereunto affixed by
its duly-authorized officers and the said Surety has caused these

presents to be executed in its name and its corporate seal to be hereunto
affixed by its Attorney-In-Fact, duly authorized so to do, the day and year
set forth below.

DATED this _____ day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

Attorney-In-Fact

INSURANCE REQUIREMENTS

NOTE: Awarded bid must provide insurance verification as noted below as an example.

Name of Insured: _____

Description of Work: _____

Location of Work: _____

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Coverage Needed</u>		<u>Dates</u>
		<u>from</u>	<u>To</u>	
Workers' Compensation	Legal Amount	_____	_____	
General Public Liability and Property Damage, Including Vehicle Coverage:				
Bodily Injury - Each Person	\$500,000	_____	_____	
Bodily Injury - Each Accident	\$500,000	_____	_____	
Property Damage - Each Person	\$200,000	_____	_____	
Property Damage - Aggregate Limit	\$200,000	_____	_____	
Builder's Risk (If Required)	Full Coverage	_____	_____	

Note: This covers all motor-driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) days' written notice to Owner.

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.


The Owner shall be listed as the certificate holder.

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

I, John Tyler Hammonds, the fully authorized and acting legal representative of Muskogee County, Oklahoma, do hereby certify as follows:

I have examined the construction contract between the construction contractor, APAC Central Inc., 2401 S 6th Street W, Muskogee OK., and the above-named entity and the surety bonds given by the construction contractor in connection with the performance of said contract and the manner of execution of the contract and surety bonds and I am of the opinion that each of the aforesaid agreement has been duly executed by the proper parties thereto, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated the _____ day of _____, 20____.



Signature of Attorney

John Tyler ~~Hammonds~~ *Hammons*

Printed Name

CONSTRUCTION CONTRACT

CDBG PROJECT NAME/NUMBER: Okay Road - Road and Bridge Rehabilitation

This contract, made and entered into by and between APAC Central, Inc., 24001 S 6th Street W., Muskogee Oklahoma, as Party of the First Part, hereinafter designated as Contractor, and

Muskogee County, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS the Contractor is the lowest and best bidder for:

for the total bid price, as accepted, of Six Million, three hundred forty eight thousand, forty dollars, and 50 cents, (\$6,348,040.50);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do, and complete the work above mentioned in accordance with the plans and specifications adopted and approved by the Owner and on file in the office of the Muskogee County Grants Director, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 30 days from the date of the Work Order / Notice to Proceed and perform same vigorously and continuously and complete the work within agreed upon time frame or specified date.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in his bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Bid document, Notice or Instructions to Bidders, the Special and General Provisions, local, State, and Federal, and Contractor's Bid Proposal, each of said instruments on file in the office of the Muskogee County Grants Director, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, _____.

Owner:

Printed Name: Ken Doke, Chairman BOCC

Signature: _____


Contractor:

Printed Name: Nick Burt, E.I., APAC Central, Inc

Signature: _____

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

Notary Public _____, SEAL Commission expires: _____

APPENDIX II TO PART 200-CONTRACT PROVISIONS

FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.
- J. See § 200.323.
- K. See § 200.216.
- L. See § 200.322.

PRE-CONSTRUCTION MEETING AND CHECKLIST-CDBG FORM 407.4

Project Name: Okay Road & Bridge Rehabilitation	CDBG Contract No.: 18664 CDBG 19
Location: Muskogee County	
Description of Work to be Performed: Rehabilitation of approximately 2.5 miles of Okay Rd in Muskogee County. Including the repair and elevation of the roadbed, drainage improvements, resurface, and bridge replacements.	
Construction Contractor: APAC Central, Inc.	Contract Amount: \$ 6,348,040.50
Conference Date: 6/24/2025	Location: BOCC Meeting Room
Participants: Names: Titles: <div style="text-align: center; font-size: 1.2em; font-family: cursive;">"Attached"</div>	

Items Covered:	✓	Labor Standards (Wage Rates and Weekly Payroll Reports)
	✓	Grantee's Role and Responsibilities
	✓	Section 3 Responsibilities (Refer to Policy 404)
	✓	Construction Contractor's Role and Responsibilities
	✓	Equal Opportunity
	✓	Reporting Requirements and Sanctions
	_____	Other
	N/A	BABA Requirements

(Instructions on following pages.)

THE PRE-CONSTRUCTION MEETING

ODOC requires that every contractual relationship between the Grant Recipient and the construction contractor be initiated by a meeting to define the terms, conditions, deliverables, and performance schedules that will govern the contract. This approach represents good management practice and reduces the likelihood of later conflicts caused by assumptions and misunderstandings between the construction contractor and the Grant Recipient.

After contract award, but before any work is performed, the Grant Recipient, the architect or engineer and any technical advisors to the Grant Recipient must hold a pre-construction conference with the construction contractor to explain contract requirements.

The construction contractor should be notified in writing of the time and place for the conference. The contractor must require the attendance of subcontractors expected to undertake major portions of the work. Documentation required from the construction contractor at the time of the meeting should be identified. Satisfaction of all bonding provisions will be required at this time especially the Davis Bacon wage rate requirements.

Prepare an agenda and plan to utilize and distribute a **Pre-construction Checklist** as a guide to assure that all areas are properly addressed. (Especially Davis/Bacon Requirements.) A recording may be used to document the meeting and/or a stenographer may be asked to prepare notes. It is the Grant Recipient's responsibility to clearly present the Federal Statutory Compliance requirements as well as performance expectations. A copy of the minutes should be signed by the parties to the contract and placed in the files.

ODOC recommends the following procedures as the minimum coverage of topics at the pre-construction conference:

- Review the technical aspects of the project.
- Identify the laws applicable to the contract and establish the documentation, reporting and performance that will constitute compliance.
- Establish the Grant Recipient's obligations to monitor labor standards and the procedures that will be employed.
- Establish specific requirements for reporting between the construction contractor and the Grant Recipient.
- Accept bonds and securities for performance and payment of labor and materials.
- Review the contract provisions, including all attachments regarding labor standards, civil rights, job safety standards and environmental protection as well as the **Davis Bacon wage rate requirements & required posters for job site.**
- Explain the objectives of Executive Order 11246, EEO, and require a copy of the construction contractor's **Section 3 Affirmative Action Plan** and the specific affirmative action strategy to be employed on this contract.
- Review the **Section 3 Reporting Requirements** for Reporting Worker Hours and **Qualitative & Quantitative Benchmarks.**
- **Sub-contractors** - provide a list of subcontractor info to include FEI No. (form)
- **BABA** - Explain the compliance requirements.
- Return the construction contractor's bid bonds.
- Provide for a record of the pre-construction conference to be prepared and subsequently signed by the parties to the agreement.
- Issue a notice to proceed to the construction contractor.

CHECKLIST FOR CONSTRUCTION CONTRACTORS

(MEETING LABOR STANDARDS COMPLIANCE REQUIREMENTS)

I. INTRODUCTION:

The following checklist has been prepared to assist construction contractors and subcontractors in meeting labor compliance responsibilities. All major administrative and procedural activities have been covered in the sequence in which they will occur as the construction project proceeds. Careful attention to and use of the checklist should result in a minimum number of problems with respect to labor compliance.

II. EXPLANATORY NOTES:

The word "employer", as used below, refers to the prime construction contractor, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance (marked "*") *must be sent to the Grant Recipient for review (all to be submitted through the prime construction contractor)*. The submission procedure is as follows:

- A. Each *lower-tier subcontractor*, after careful review, submits required documents to the respective subcontractor.
- B. Each *subcontractor*, after checking his/her own and those of each lower-tier subcontractor he/she may have, submits required documents to the prime construction contractor.
- C. The *prime construction contractor*, after reviewing all payrolls and other documentation, including his/her own, and correcting violations where necessary, submits all to the Grant Recipient.

All employers should check each of the following statements as being true. If any statement is not true, the construction contractor should contact the Grant Recipient for special guidance.

III. Build America, Buy America - Contractor's Responsibilities section:

- A. All products must meet BABA requirements.
- B. Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.
- C. Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation.
- D. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.
- E. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.
- F. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

IV. BEFORE CONSTRUCTION BEGINS, each employer has:

- A. Been found eligible to participate in any Federal or Federally-assisted project, i.e., has not been debarred or otherwise made ineligible. (Registered and eligible to contract in SAM.gov).
- B. Received appropriate contract provisions covering labor standards requirements.
- C. Reviewed and understands all labor standards contract provisions.
- D. Received the appropriate wage decision(s) as part of the contract.
- E. Requested through the Grant Recipient and received the minimum wage for each classification to be worked on the project which was not included on the wage decision by the additional classification process and before allowing any such trade(s) to work on the project.
- F. Requested and received certification of his/her apprentice program from the State's Bureau of Apprenticeship and Training (State BAT), (recognized by the U.S. Bureau of Apprenticeship and Training [USBAT]) and submitted a copy thereof to the Grant Recipient prior to employment on the project. Likewise, "trainee" program certification from USBAT, if applicable, must be submitted.
- G. Received & Reviewed the Section 3 Requirements & Reporting of worker hours & benchmarks

V. AT CONSTRUCTION START, the construction contractor has:

- Received a Notice to Proceed from the Grant Recipient.
 - Notified Contractor of construction start date in writing.
 - Placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable)
 - Wage Decision;
 - Notice to Employees;
 - Safety and Health Protection on the Job (USDOL);
 - Section 3 Poster(s);
 - Monthly Pay Estimates to include weekly payroll reports and Section 3 Worker Report
- A. Before assigning each project worker to work, obtained the worker's name, best mailing address and Social Security Number (for payroll purposes).
- B. Obtained a copy of each apprentice's certificate with the apprentice's registration number and his/her year of apprenticeship from the State Bureau of Apprenticeship Training program (BAT).
<https://www.apprenticeshipsok.com/>
- C. Informed each worker of:
- His/her work classification (journeyman or job title) as it will appear on the payroll;
 - His/her work duties;
 - The requirement on this project that he/she is either a journeyman, apprentice, or laborer;
 - If journeyman, he/she is to be paid journeyman's minimum wage rate or more;

- If apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or
 - If laborer, he/she is to do laborer's work only - not use any tool or tools of the trade - and not perform any part of a journeyman's work - and is to be paid the laborer's minimum wage rate or more.
- D. Been informed of the requirements that each laborer or mechanic who performs work on the project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he/she performs unless the following requirements are met:
1. Accurate daily time records are maintained. These records must show the time worked in each classification and must be signed by the workman.
 2. The payroll shows the hours worked in each classification and the wage rate paid for each classification.
 3. The payroll is signed by the workman, or a signed copy of the daily time record is attached.
- E. Has informed each worker of his/her hourly wages (not less than the minimum wage rate for this work as stated in the Wage Decision).
1. Time and a half for all work over 40 hours any workweek (see Contract Work Hours Safety Standards Act).
 2. Fringe benefits, if any (see wage Decision for any required).
 3. Deductions from his/her pay.
- F. Has informed each worker that he/she is subject to being interviewed on the job by the Grant Recipient, ODOC, USDOL or other inspector to confirm that the employer is complying with all labor requirements.
- G. Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.

VI. DURING CONSTRUCTION

Each Employer:

1. **Has not** selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off or dismissed any project worker because of race, color, religion, sex, or national origin.
2. **Has** provided the list (form) of sub-contractor information.
3. **Has employed** all registered apprentices referred to him through normal channels up to the applicable ratio of apprentices to journeymen in each trade used by the employer.
4. **Will** maintain basic employment records accessible to inspection by the Grant Recipient or ODOC representatives.

5. **Is** complying with all health and safety standards.

6. **Has** paid all workers weekly.

7. **Has** submitted weekly payrolls on Form WH-347.

A. Instructions for completing/reviewing the Front Page of Payroll Form WH-347

Name of Employer. The construction contractor or subcontractor.

Address. Street address/P.O. Box, City, State and Zip Code of employer.

Payroll Number. Each weekly payroll is numbered in sequential order

Some employers place all project workers on Payroll Form WH-347. The Contractor (owner) does not review any project workers on the payroll who perform work in any of the following job titles (which are exempt from labor requirements):

- Project superintendent
- Project engineer
- Owner-operator
- Supervisory foreman (less than 20% of time as a working foreman)
- Messenger
- Clerical workers (timekeepers, payroll clerks, bookkeepers, etc.)

(starting with Payroll No. 1)

If employer's workers perform no physical work on the project during workweek, he/she has submitted a "no work" letter for that workweek. Payroll of employer's final workweek on the project (completion of his/her work) is marked "Final".

For Week Ending. The last date of the workweek.

Project and Location. Name of project and city in which located.

Columns 1 thru 9: Data entered on each line of this section of Form WH-347 represents information about a single worker in a separate job classification. When one worker performs more than one class of work during a workweek (*split classification*), the worker will have data reported on multiple lines (as many lines as he/she worked separate classifications). Accurate daily time records signed by the employee must show the exact hours worked in each classification.

Column 1: Worker's Name as it appears on his/her paycheck.

Column 1: Worker's Name as it appears on his/her paycheck.

- ✓ Worker's best mailing address and social security number is entered only on the first payroll on which his/her name appears;
- ✓ If the worker changes his/her residential address while working on the project, the new address is entered on the next applicable payroll;
- ✓ If any two or more workers have the same name, their social security numbers are included on the payroll

Column 2: self-explained.

Column 3:

The Work Classification (job title) for the worker is included in the Wage Decision and denotes the work that worker actually performed.

*If the worker is an **apprentice**, enter the State BAT registration number and year of apprenticeship in this column the first time the apprentice's name appears on the payroll.*

If the worker has performed more than one class of work during the workweek, such as carpenter and laborer, the division of work must be shown on separate lines of the payroll. Each class of work performed is noted in Column 3 on a separate line and the employee's name is repeated on that line in Column 1.

NOTE

If the applicable classification is not included in the Wage Decision, construction contractor should call the Contractor immediately and request the appropriate classification through the Additional Classification Process

The payroll is signed by the workman in the related "blocks", or a signed copy of the daily time records is attached to the payroll

If the above is not done, the worker is paid at least the highest minimum wage rate of all of the classes of work performed for all hours worked.

The employer may not pay a "semi-journeyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of the trade (journeyman) and each hour he/she does not use tools of the trade (laborers) must be recorded on separate lines in Column 3 of the payroll. *The employer may not pay the average of the two classes of work.*

The work classification of helper is not accepted unless included in the Wage Decision issued by the Secretary of Labor. Any employee listed as "helper" in the absence of such a classification in the Wage Decision must be paid the journeyman's rate for hours he/she uses the tools of the trade.

Column 4: Hours Worked, Each Day and Date, for the workweek.

Regular hours (**S** for "Straight" time) are entered for each classification for each employee. Overtime hours (**O**), if any, are reported separately from straight hours. Overtime is any time over 40 hours in any workweek.

Column 5: Total Hours worked during the workweek are reported (the sum of sub columns in Column 4). Straight and overtime hours are recorded separately.

Column 6: Rate of Pay, not less than the minimum wage rate for the work classification (see Wage Decision).

The Overtime Rate of Pay is not less than 1½ times the worker's basic (straight) hourly rate of pay.

Apprentices. If a copy of the apprentice's registration certificate from the State BAT has not been submitted to Grant Recipient by employer (through construction contractor), apprentice must be paid journeyman's rate.

Piece Worker. Piece work must be reported in Column 6 at an hourly rate, the gross pay for the workweek (work on the project) divided by the total number of hours worked on the project during the workweek.

Column 7: Gross Amount Earned equals straight hours (Column 5) times straight rate of pay (Column 6) plus overtime hours, if any, (Column 5) times overtime rate of pay (Col 6).

Column 8: Each deduction is:

☒ Required by law;

☒ Voluntarily authorized by the worker in writing before the work week began;
or

☒ Provided in a bargaining agreement.

Column 9: Net Wages stated are Column 7 minus total deductions shown in

B. Instruction for completing/reviewing the Back of Payroll (Form WH-347)

Each Employer has:

☒ completed all blank spaces and understands the penalties for falsification;

☒ Checked Item 4 if fringe benefits are included in the Wage Decision for all workers: 4(a) If fringe benefits are paid to approved fund(s); or,
4(b) Paid directly to each affected worker each week, his/her paycheck representing the pay of the applicable minimum wage rate plus the amount of required fringe benefits.

☒ Manually signed the payroll in the "block" marked signature and stated his/her title;

The person who signed the payroll is the employer or an official of the employer who is legally authorized to act for the employer.

C. Weekly Payroll Review. Each employer has promptly:

Reviewed the weekly payroll for compliance with all labor requirements (using this checklist) and made necessary corrections.

Each lower-tier subcontractor has submitted his/her weekly payroll or "no work" letter to the respective subcontractor within 3 calendar days from the last date of the workweek.

Each subcontractor has received a payroll or "no work" letter from each of his/her lower-tier subcontractors, reviewed each and his/her own payroll,

required necessary corrections and submitted all such payrolls to the construction contractor within 5 calendar days from the last date of the workweek.

Construction contractor has received a payroll or "no work" letter from each subcontractor and each lower-tier subcontractor, monitored each including his/her own payroll, required necessary corrections, and collectively submitted them to the grantee within 7 workdays of the last date of the respective workweek.

VII. AFTER PROJECT COMPLETION

Each employer will keep all weekly payrolls on the project for 3 years after the construction contractor's project completion date.

Muskogee Board of County Commissioners Regular Board Meeting

Public Sign In Sheet

Date: June 24, 2025

Pre - Construction Meeting

Email Okay Rd Project Phone Business

Name

- 1) Ben Fletcher ben.fletcher@wsb.org 918-693-5504 WSB
- 2) Allen Deason allen.deason@wsb.org 479-461-8074 WSB
- 3) Rod Cagle HUB 918-686-3831 HUB
- 4) Wes Stewart westewart@HUBENTRUSTERS.COM 918-682-7511 HUB
- 5) Brian DeShazo deputy.mcd1@gmail.com 918-855-8215 MCD1
- 6) Ken Duke cc1@readyMuskogee.org 918-360-9264 MCD1
- 7) Nick Buft nick.buft@apac.com 479-629-1159 APAC
- 8) Bryan Wimmer bryan.wimmer@apac.com 918-816-5498 APAC Central, Inc.
- 9) Wiley Carroll Wiley.Carroll@apac.com 479-462-7660 APAC
- 10) Quinn Wilson kwilson@readyMuskogee.org 918-680-2761 Muskogee County
- 11) Shannon Van Brough Shannon.VanBrough@okcommerce.gov 405-215-2425 ODOC
- 12) Shannon.VanBrough@okcommerce.gov
- 13)

GENERAL CONDITIONS

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

1. DEFINITIONS: Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

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

3. SCHEDULES, REPORTS AND RECORDS:

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

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

4. DRAWINGS AND SPECIFICATIONS:

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

5. SHOP DRAWINGS:

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

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

6. MATERIALS, SERVICES AND FACILITIES:

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

7. INSPECTION AND TESTING:

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

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

- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
 - f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives, and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay-rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
 - g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
 - h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting, and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.
8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately

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

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

10. SURVEYS, PERMITS, REGULATIONS:

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

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

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

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

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

13. CHANGES IN THE WORK:

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

14. CHANGES IN CONTRACT PRICE:

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

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

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

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

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

16. CORRECTION WORK:

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

17. SUBSURFACE CONDITIONS:

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

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

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

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

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

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

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

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

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

19. PAYMENT TO CONTRACTOR:

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

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

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

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

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

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

21. INSURANCE:

- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

- (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

- (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

- (4) Claims for damages covered by the usual personal injury liability coverage which is sustained by:

- (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or

- (b) Any other person;

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

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

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

22. CONTRACT SECURITY:

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

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

24. INDEMNIFICATION:

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

25. SEPARATE CONTRACTS:

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

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

26. SUBCONTRACTING:

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

27. ENGINEER'S AUTHORITY:

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

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

28. LAND AND RIGHTS-OF-WAY:

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

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

30. ARBITRATION BY MUTUAL AGREEMENT:

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

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

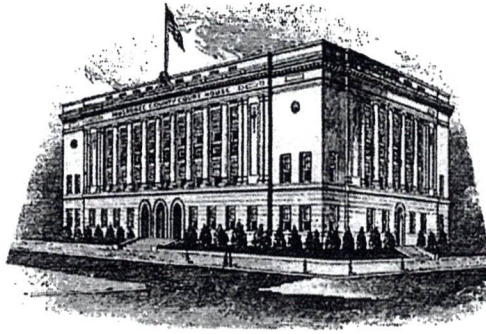
- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute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

31. TAXES: The County authorizes APAC Central, Inc., to act as a purchasing agent, on its behalf for all, direct, project related expenses. The County will provide a letter of tax exemption, and a copy of its Tax Permit, for all sales, consumer, use and other similar taxes required by the laws of the place where the work is to be performed.

KEN DOKE
MUSKOGEE CO. DISTRICT 1

KEITH HYSLOP
MUSKOGEE CO. DISTRICT 2

KENNY PAYNE
MUSKOGEE CO. DISTRICT 3



POLLY IRVING
COUNTY CLERK



Melissa Lee
BOCC Assistant

MUSKOGEE BOARD OF COUNTY COMMISSIONERS

P.O. BOX 2307 MUSKOGEE, OK 74402-2307 PHONE (918)682-9601 * FAX (918) 684-1697

Email: bocc@readymuskogee.org - Website: www.muskogeecountygov.com

To Whom It May Concern;

FEI 73-6006395

Be it known that the County of Muskogee, as a governing body within the State of Oklahoma, exists as a tax free government entity and is therefore free all sales taxes per Title 68 O.S. 2002 § 1356(1) and 68 O.S. Section 1404.

Melissa Lee,
Assistant Muskogee County,
Board of Commissioners



Oklahoma Tax Commission

www.tax.ok.gov



MUSKOGEE COUNTY CLERK
PO BOX 1008
MUSKOGEE OK 74402-1008

Date Issued: February 6, 2015

Letter ID: L1800160512

Taxpayer ID: **-***6395

TBS

Oklahoma Sales Tax Exemption Permit County Government

County MUSKOGEE

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10096137-06

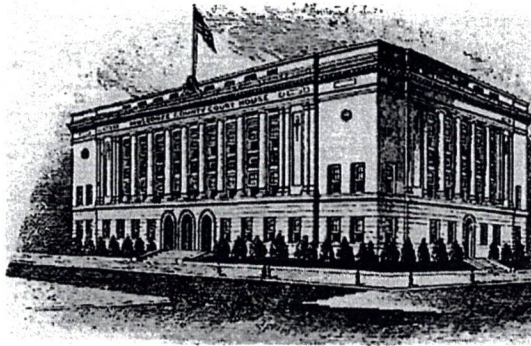
Business Location	Industry Code	City Code	Permit Effective	Permit Expires
COUNTY OF MUSKOGEE PO BOX 1008 MUSKOGEE OK 74402-1008	921190	5111	October 21, 2004	NON-EXPIRING

Thomas Kemp Jr., Chairman
Jerry Johnson, Vice-Chairman
Dawn Cash, Secretary-Member

KEN DOKE
MUSKOGEE CO. DISTRICT 1

KEITH HYSLOP
MUSKOGEE CO. DISTRICT 2

KENNY PAYNE
MUSKOGEE CO. DISTRICT 3



POLLY IRVING
COUNTY CLERK



Melissa Lee
BOCC ASSISTANT

MUSKOGEE COUNTY BOARD OF COMMISSIONERS

P.O. BOX 2307 MUSKOGEE, OK 74402-2307 PHONE (918)682-9601 * FAX (918) 684-1697

bocc@readymuskogee.org

APAC- Central
PO BOX 737
Muskogee OK 74402

Tax Number # *** 6395**

To Whom It May Concern,

Please let this letter serve as authority for APAC-Central to purchase materials and supplies using Muskogee County's sales tax exemption certificate for Okay Road CDBG-DR grant road project related expenses.

This letter grants APAC-Central authority to act as agent for Muskogee County in purchasing materials free from sales tax according to our Oklahoma tax exemption. Pursuant to 68 O.S. 1356, a representative of the contractor is required to certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that "purchases are made for and on behalf of the Subrecipient."

The Oklahoma Tax Commission states that when passing the exemption through, the exempt entity will provide the contractor with a copy of the exemption permit and a letter designating them as a purchasing agent for that project.

Exemption authorization expires upon the completion of the Okay Road Project.

Thank you for your assistance in this matter.

ATTEST:

Polly Irving, County Clerk

Ken Doke, Chairman

Kenny Payne, Member

Keith Hyslop, Member

SUPPLEMENTAL GENERAL CONDITIONS

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

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

1. CONTRACT APPROVAL:

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

2. CONTRACT CHANGE ORDERS:

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

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

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

4. **PARTIAL PAYMENT ESTIMATES:**

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

5. **CONFLICT OF INTEREST:**

a. Unacceptable Bidders:

- (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder. Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.
 - (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.
- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

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

- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

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

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.

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

8. **GRATUITIES:**

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

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

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

Affirmative steps shall consist of:

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

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

- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
15. **NON-RESIDENT CONTRACTOR REGISTRATION:** Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
16. **PAYMENT FOR MATERIAL STORED ON SITE:** The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
17. **FINAL INSPECTION:** A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
18. **PARTIAL OCCUPANCY AND USE:** The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
- a. The engineer shall inspect the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
-

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

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts

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

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

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

SPECIAL CONDITIONS PERTAINING TO HAZARDS
SAFETY STANDARDS AND ACCIDENT PREVENTION

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

STATE OF OKLAHOMA HOLD HARMLESS CLAUSE

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

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards
HUD 4010 (06/2022)

A. APPLICABILITY

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

(1) MINIMUM WAGES

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

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

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

(iii) Additional Classifications.

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

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

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

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

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

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

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

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

(ii) **Certified Payroll Reports.**

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

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

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

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

(4) Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

of this paragraph.

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

C. HEALTH AND SAFETY

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

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

EQUAL OPPORTUNITY PROVISIONS

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

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

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

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

- A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

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

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

Goals for
Minority
Participation
For Each Trade

Goals for
Female
Participation
for Each Trade

6.9%

6.9%

- b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-Federally-involved construction.
 - c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer

of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **(insert description of the geographical areas where the contract is to be performed, giving the State, County and City, if any).**

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

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

- (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East, or North Africa;
 - (6) American Indian/Alaskan Native & White: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the original peoples of Europe, the Middle East, or North Africa;
 - (7) Asian White: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam, and, having origins in any of the original peoples of Europe, the Middle East, or North Africa;
 - (8) Black/African American & White: All persons having origins in any of the black racial groups of Africa, and having origins in any of the original peoples of Europe, the Middle East, or North Africa;
 - (9) American Indian/Alaskan Native & Black: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the black racial groups of Africa;
 - (10) Other Multi-Racial: Any other multi-racial groups not mentioned;
 - (11) Hispanics or Latinos: All persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
 - (12) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60- 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's

failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 nor the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
 - b. Establish and maintain a current list of minority and female
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- recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the- street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written

notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth on the site and in other areas of a contractor's work force;
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;
 - l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.
 - m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
 - p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as

fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union affiliation, if any; employee identification number, where assigned; social security number; race;

sex; status, e.g., mechanic, apprentice trainee, helper, or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

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

By submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (s)he will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

V. CIVIL RIGHTS ACTION OF 1964:

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

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

No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the

benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

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

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

VIII. AGE DISCRIMINATION ACT OF 1975

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

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

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

The reports should include covered veterans hired for on the job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit, and placement.

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

SECTION 3 BUSINESS AND EMPLOYMENT NOTICE - CDBG FORM 404.3

AVAILABLE by OWNER IN PDF FILLABLE CDBG FORM 404.3

NOTE: SAMPLE AD for use by Owner and/or Construction Contractor

Sample Section 3 Business and Employment Notice

(Instructions: Publish as a display advertisement in the local paper's non-legal section or post at the local government and other Section 3 area locations.)

(Insert Locality's name) is preparing to carry out the (insert Name of Project) through the use of Community Development Block Grant Funds. In the implementation of this project the following job types may be available:

(Insert List of Job Classifications to be used during project)

All job openings will be posted at *(local government office or list other posting locations)*. To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in *(Insert the County's or local municipality name as Section 3 area)*. Persons qualified for the jobs listed should register at the following location:

(Insert Name and Address of posting locations and/or Other Locations)

Additionally, the following contracts and procurements will/may be made and to the greatest extent feasible, businesses located in and owned by persons residing in *(Insert the County's name as Section 3 area)* will be utilized:

(Insert list of construction, non-construction, and service contracts to be procured during the project. Also, insert list of construction subcontracts, major, specific equipment, and general types of materials to be used during the project.)

All above-referenced procurements will be made on a competitive basis. The names of businesses who respond to this notice will be included on procurement lists for this project. Names of job seekers will be given to contractors.

Any person residing or firm located in the above-named areas may request to participate in procurement opportunities associated with this project by contacting *(Insert local contact information)* within ten (10) days of this notice.

SECTION 3 CLAUSE - CDBG FORM 404.4

ALL SECTION 3 COVERED CONTRACTS INCLUDE THE FOLLOWING CLAUSE:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 BUSINESS SELF-CERTIFICATION

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Additional Required Data	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>
	Business DOES NOT meet the above criteria.	<input checked="" type="checkbox"/>

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature:		Date Signed:
Print Name: Nick Burt		Title: Project Manager
Company Name: APAC Central, Inc.		
Type of Business:(Check One) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		
Address 2401 S. 6th Street W. Muskogee, OK. 74402		
Telephone Number 918-682-0690		

SECTION 3 CONTRACTOR ESTIMATED WORKFORCE BREAKDOWN - CDBG FORM 404.6

AVAILABLE by OWNER IN PDF FILLABLE CDBG FORM 404.6

SECTION 3 CONTRACTOR ESTIMATED PROJECT WORKFORCE BREAKDOWN

*This form may be used to determine future hiring needs by the contractor.

Job Category	Total Estimated Positions	No. of Positions Currently Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be Filled with Targeted and/or Section 3 Workers and estimate of hire date. *Ex. (2) 5/20/22
Officers/Supervisors				
Professionals				
Technicians				
Office				
Clerical				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Others				
Others				
Total				

Must be submitted with Bid.

Oklahoma Department of Commerce
Community Development Division (ODOC-CD) COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

SECTION 3 AFFIRMATIVE ACTION PLAN

(To be submitted with bid)

APAC Central, Inc. _____, (Prime Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents and Section 3 Business Concerns within Muskogee County (Town/City and County) for compliance with CDBG Contract # 18664 CDBG-DR 19.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located.
 - (ii) Participants in programs such as CDSA YOUTHBUILD; YOUTHBUILD.ORG.
 - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$200,000, and to require all bidders on subcontracts over \$200,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts over \$200,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - (i) Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
 - (ii) Applicants selected to carry out HUD Youth-build projects.
 - (iii) Other Section 3 business concerns.

- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K. To submit reports to Town/City/County on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M. To complete a **Section 3 Business Self-Certification** and **Section 3 Contractor Estimated Project workforce Breakdown** and submit to Town/City/County, or their designee.
- N. To document utilization of Section 3 Employees on the covered project by having existing employees, and new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Worker Status Certifications of all employees per the current HUD Income Limits for County work is performed at <https://www.huduser.gov/portal/datasets/il.html> and provide this information on the Section 3 Utilization Monthly Report.
- O. To complete a **Section 3 Utilization Monthly Report** and submit said report to Town/City/County, or their designee to be included with monthly pay estimates and weekly payroll reports prior to payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Worker Status Certification worksheets and be in the format provided.
- P. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken as supporting documentation for compliance.

CONTRACTOR CERTIFICATION

As officers and representative of: APAC Central, Inc.

(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Nick Burt, Project Manager

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

Oklahoma Department of Commerce
Community Development
Monthly Section 3 Utilization Report

Reporting Period¹: From _____ To _____

Contractor Name: APAC Central, Inc

Project Name: Okay Rd - Road and Bridge Rehabilitation

Contractor Address: 2401 S. 6th Street W.
Muskogee, OK. 74402

Project Location²: Unincorporated, Muskogee County

Contractor Phone Number: 918-682-0690

Contractor Type: Prime Contractor ☒ Subcontractor ☐

Section 3 Business Concern³: Yes ☐ No ☒

				Labor Hour Classification ¹⁰		
<u>Employee Name</u>	<u>Work Classification</u> ⁴	<u>Section 3 Status</u> ⁵	<u>Total Labor Hours</u> ⁶	<u>Unclassified Labor Hours</u> ⁷	<u>Section 3 Labor Hours</u> ⁸	<u>Targeted Section 3 Labor Hours</u> ⁹
TOTAL:			0.00	0.00	0.00	0.00

CONTRACTOR CERTIFICATION:

I hereby certify the accuracy of the data reported above.

Date: _____

Signature: _____

Name: _____

Title: _____

FOR GRANT RECIPIENT USE ONLY¹¹

Grantee Name: _____

Grant Number: _____

Project: _____

Activity: _____

Reviewed by: _____ Date: _____

Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors must submit the Monthly Section 3 Utilization Report form to the ODOC Grantee to report labor hours worked on Section 3 projects. See Program Guidance for more information regarding Section 3 compliance.

¹ The Reporting Period may not exceed four weeks.

² The Project Location should include the local jurisdiction as name of City/Town and name of County.

³ A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors and subcontractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

⁴ List classification descriptive of work performed by employee.

⁵ Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Worker Certification form. Note: The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD Section 8 Individual income limits <https://www.huduser.gov/portal/datasets/il.html>; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

⁶ Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.

⁷ Unclassified Labor Hours. Labor hours performed by an Unclassified worker.

⁸ Section 3 Labor Hours. Labor hours performed by a Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

⁹ Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

¹⁰ Labor Hour Classification example:

<u>Employee Name</u>	<u>Work Classification</u> ⁴	<u>Section 3 Status</u> ⁵	<u>Total Labor Hours</u> ⁶	<u>Labor Hour Classification</u> ¹⁰		
				<u>Unclassified Labor Hours</u> ⁷	<u>Section 3 Labor Hours</u> ⁸	<u>Targeted Section 3 Labor Hours</u> ⁹
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Rofer	Targeted Section 3 Worker	70		70	70
Total			195	65	130	70

¹¹ The Oklahoma Dept. of Commerce (ODOC) grantee must enter the grant number and project/activity name. The grantee must enter initials and date after performing a basic review (e.g. form is complete and Labor Hour Classifications accurately reflect Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

Oklahoma Department of Commerce
Community Development Division

Section 3 Worker Status Certification

CDBG Grantee Name: Muskogee County
Project Description: Okay Road - Road & Bridge Rehabilitation
CDBG Contract Number: 18664 CDBG-DR 19

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

☐ My income for the previous calendar year is **below** the HUD income limit¹ established.

YEAR	CITY	COUNTY	HUD INCOME LIMIT LOW 80% 1 PERSON ONLY
_____	_____	_____	_____

Targeted Section 3 Worker

☐ I am a YouthBuild participant ²; or

Unclassified

☐ None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75. **Address will only be used to verify section 3 target area for compliance.**

Signature: _____

Date: _____

Print Name: _____

Print Address: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

SECTION 3 HUD COMPLAINT FORM - Available by OWNER CDBG Form 404.13(9 PAGES)

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

**U.S. Department of Housing
and Urban Development**
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires 11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed individuals (Such as: a Low-Income Person or Public Housing Resident)	

3. Basis for alleged noncompliance with Section 3:			
<input type="checkbox"/> Denied Training	<input type="checkbox"/> Denied Employment	<input type="checkbox"/> Denied Contracting	<input type="checkbox"/> Other (see below in item 6)

4. Complaint is against: (check one or more boxes)			
<input type="checkbox"/> Recipient of HUD Funds (Such as: a PHA, city/county agency, etc.)	<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Other (please specify): _____

5. Who is this complaint being filed against?	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?
(Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
<input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	<input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements
<input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	<input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
<input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	<input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
<input type="checkbox"/> Failed to award contracts to Section 3 businesses	<input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3
<input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	<input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities
<input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	<input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
<input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities	<input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
<input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities	<input type="checkbox"/> Failed to award subcontracts to Section 3 businesses
<input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	<input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
<input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities	<input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
<input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	<input type="checkbox"/> Other
<input type="checkbox"/> Other	

Oklahoma Department of Commerce
Community Development Block Grant

Contractor Payroll Certification

(This form shall be executed with contract documents)

Project Information:

CDBG Grantee Name: Muskogee County

CDBG Contract Number: 18664 CDBG-DR 19

Project Activity: Okay Road - Road & Bridge Rehabilitation

Contractor Certification:

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

APAC Central, Inc

Name of Company

Name of Authorized Company Official

Signature of Authorized Company Official

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE
OF LABOR RELATIONS

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO
SUPERVISE PAYMENT OF EMPLOYEES

(This certification shall be executed with contract documents)

CDBG Project Name: Okay Road - Road & Bridge Rehabilitation Date: _____

Location: Unincorporated area, Muskogee, OK Project #: 18664 CDBG-DR 09
(Address to include City and State)

(I)(We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for

_____ in connection with
(Specify "General Construction", "Plumbing", "Roofing", etc.)

construction of the above-mentioned project, and that (I) (we) have appointed _____
whose signature appears below, to supervise the payment of (my) (our) employees beginning date of _____;
that he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the
Statement of Compliance required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full
authority and approval until such time as (I) (we) submit to the contractor, _____,
a new certificate appointing some other person for the purpose herein above stated.

(Identifying Signature of Appointee)

Attest (as applicable):

(Name of Firm or Corporation)

(Signature)

By: _____
(Signature)

(Title)

(Title)

=====

NOTE: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner, **and shall be executed prior to and be submitted with the first payroll report.** Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a Statement of Compliance required by the Kick-Back Statue.

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION - CDBG Form 408.3

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION

This is to authorize _____ to deduct from
(Name of Employer)
my paycheck \$ _____ *. This is for item number(s): (circle item
number(s)).

REPAYMENT OF:

- | | |
|--|---|
| 1. Loan <input type="checkbox"/> | 7. Credit Union <input type="checkbox"/> |
| 2. Retirement <input type="checkbox"/> | 8. Profit Sharing <input type="checkbox"/> |
| 3. Advance on Wages <input type="checkbox"/> | 9. Donations to Agencies <input type="checkbox"/> |
| 4. Savings <input type="checkbox"/> | 10. Insurance Premiums <input type="checkbox"/> |
| 5. Savings bonds <input type="checkbox"/> | 11. Union Dues <input type="checkbox"/> |
| 6. Uniforms <input type="checkbox"/> | 12. _____
(Other) |

*This deduction is to be made
(CHECK APPROPRIATE BOX)

- ☐ One time only
☐ Weekly
☐ Bi-Weekly
☐ For _____ weeks
☐ _____

EMPLOYEE'S NAME
PRINTED OR TYPED: _____

EMPLOYEE'S
SIGNATURE: _____ DATE: _____

PROVIDE RELATED CDBG PROJECT NAME, LOCATION, NUMBER (as applicable):

RECORD OF EMPLOYEE INTERVIEW AT JOB SITE - CDBG Form 408.4

Record of Employee Interview

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

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

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009.

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

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

Previous editions are obsolete

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

RECORD OF EMPLOYEE INTERVIEW AT JOB SITE (Spanish) - CDBG Form 408.5

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

La carga de trabajo que supone para el público esta recopilación de información es un promedio de 15 minutos por respuesta. Esto incluye revisar las instrucciones, buscar en las fuentes de datos existentes, recopilar y mantener los datos y completar la recopilación de información. Esta información no puede ser recopilada, ni usted está obligado a proporcionar la información solicitada, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción. La información recopilada sirve de ayuda al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) en la supervisión del cumplimiento de las normas laborales federales. Toda la información recopilada está amparada por la Ley de Privacidad de 1974 y por el Título 29 del Código Federal de Regulaciones (CFR, por sus siglas en inglés) 5.6(a)(5). Las personas y los organismos que recopilen esta información deben mantener estos registros de manera que se proteja a las personas de quienes se conserva la información. La información aquí recopilada es voluntaria, y cualquier información proporcionada se mantendrá confidencial, pero el hecho de no proporcionar la información solicitada puede retrasar la ejecución de cualquier posible violación de las normas laborales federales, en caso de que la información hubiera identificado alguna. Los comentarios sobre esta declaración de la carga de trabajo, o sobre esta recopilación, deben enviarse a: Director Nacional, Oficina de Davis-Bacon y Normas Laborales, 451 7th Street SW, Room 7108, Washington, DC 20410. Al proporcionar comentarios, sírvase referirse a la Aprobación OMB 2501-0009.

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

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

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

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

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

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

[illegible]

INSTRUCTIONS FOR COMPLETING PAYROLL FORM WH-347 - CDBG FORM 408.7

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete, and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a

Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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

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

CONTRACTOR'S HANDBOOK - CHAPTER 4 PAYROLL REPORTING
DAVIS-BACON COMPLIANCE REQUIREMENTS-USDOL 1344.1 REV-3, January 2023

NOTE: EXECUTIVE ORDERS EO 14026, EO 13658, EO 13706 AND ASSOCIATED HOURLY RATES LISTED AS NOTES AND WITH ** ON WAGE RATE DECISIONS DO NOT APPLY TO CDBG PROJECTS UNDER THE DBRA AS CONFIRMED BY USDOL.

4-1 Introduction. Davis-Bacon compliance involves the payment to all construction laborers and mechanics of not less than the prevailing wage rate established in the wage decision for the type (classification) of work and the hours of work they actually perform. This chapter pertains to Local Contracting Agencies (LCAs), employers on Federal Housing Administration (FHA) projects, and HUD staff. Section 4-10 lists the terms used and their definitions and interpretations.

A. Responsibilities of employers. All contractors, subcontractors, and any lower-tier subcontractors are required to pay prevailing wages to all laborers and mechanics employed or working on the site of the work. This pay is without conditions and will occur at least once a week. The pay must be no less than the full dollar amount of wages and bona fide fringe benefits contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics engaged in construction on the site of the work. Employers may also be required to submit related documentation to demonstrate compliance with these standards.

B. Responsibility of the principal or prime contractor. The principal contractor (also referred to as the prime contractor) is responsible for ensuring all employers (itself, subcontractors, and any lower-tier subcontractors) comply with the labor standards provisions that are applicable to the project.

4-2 Complying with prevailing wage obligations. Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. "Prevailing wage" is made up of two interchangeable components: the basic hourly wage and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the "prevailing wage" obligation. This obligation may be met by any combination of cash wages and creditable "bona fide" fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
Fringe Benefits	\$ 1.00
Total Prevailing Wage	\$11.00

Employers may comply by paying:

1. \$11.00 in cash wages;
2. \$10.00 plus \$1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals \$11.00 per hour.

4-3 Certified Payroll Reports (CPR). To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) and section 4-11 for information on CPRs.

A. Contractors on Federally Assisted projects are required to use the U.S. Department of Labor (DOL) Payroll Form WH-347, or equivalent, that the Labor Standards Specialist can reasonably interpret. Form WH-347 is available online at the Davis-Bacon and Labor Standards (DBLS) website at [https://www.hud.gov/program/offices/bacon and labor standards/olrform](https://www.hud.gov/program/offices/bacon%20and%20labor%20standards/olrform) and on DOL's website at <https://www.dol.gov/whd/forms/wh347.pdf>.

the same language prescribed on the reverse of the WH-347.

E. False Submissions. The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

4-4 Maintaining Payroll Records. Each employer shall maintain payroll records with respect to their own workforce employed on the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working on the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

- A. The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full social security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.
- B. His or her correct work classification(s).
- C. Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits.
- D. Daily and weekly number of hours worked, including any overtime hours.
- E. Gross earnings, deductions made, and actual net wages paid.
- F. Evidence pertaining to any fringe benefit programs.
- G. Evidence of any apprenticeship or trainee program approval, the
- H. Evidence pertaining to any approved deductions made from an employees' pay. For full details, see 4-10. K.

4-5 Inspection of records and on-site interviews. Each employer shall make the payroll reports and related documents available for inspection, copying, or transcription by authorized representatives of HUD or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site.

Failure by any employer to submit the required records, make them available, or permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance, or guarantee of funds. In addition, failure to submit the records upon request or to make them available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4-6 Use of apprentices and trainees. Apprentices and trainees may be compensated at rates less than those prescribed by the wage decision for their craft only in accordance with the following parameters:

- A. Registration. The apprentice or trainee shall be individually registered in a bona fide program certified by DOL or a State Apprenticeship Council (SAC). (Note: See paragraph 4.10.F concerning probationary apprentices and pre-apprentices.)
- B. Wage rates. Each apprentice and trainee shall not be paid less than the specified rate in the registered program for their level of progress. If the rate specified is represented as a percentage of the journey-worker rate for that craft, the percentage shall be applied to the corresponding wage rate contained in the applicable wage decision.
- C. Fringe benefits. Apprentices and trainees must receive fringe benefits as specified in the approved apprenticeship or trainee program. If the program is silent as to fringe benefits for apprentices/trainees, the apprentices/trainees must receive the full fringe benefit specified on the applicable wage decision for their craft.

utilize apprentices/trainees at less than the predetermined rate for the type of work performed, unless or until an acceptable program is reestablished and approved.

4-7 Requests for payrolls by outside parties. In order to protect the personal privacy interests of employees, copies of payroll reports should be released to outside parties only if the employees' personal identifiers (e.g., name, address, individually identifying number) are first deleted pursuant to Exemption 6 of the Freedom of Information Act (FOIA).

4-8 Safeguarding sensitive information. HUD and LCA staff must take necessary precautions to safeguard sensitive information that may be collected or generated for labor standards purposes. Such sensitive information and associated documents include, but are not limited to SSNs, employee addresses, certified payroll reports, complainant statements, on-site interview records (form HUD-11), schedules of wages due, interview statements, compliance review notes, and enforcement reports. (See also Labor Relations Letter LR-06-02, Custody, security and disposal of federal labor standards compliance documents and investigative reports.)

4-9 Confidentiality. The identity of any person providing information concerning the labor standards compliance of any contractor, subcontractor, and/or employer shall not be disclosed in any manner to anyone other than authorized federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person that would reveal the identity of the source shall not be disclosed without prior written consent. The disclosure of such statements and documents are governed by the provisions of the FOIA and the Privacy Act of 1974.

A. Privacy Act Release. The HUD LSS shall make available a Privacy Act Release to each person making a statement or providing documentation that alleges underpayment of wages. A signed Privacy Act Release waives that person's right to confidentiality. Some situations demand the informant sign a Privacy Act Release to proceed with any enforcement action. For example:

1. Where the informant's information conflicts with the employer's information;
2. Where the informant's information impeaches the payroll reports or other employer records;
3. Where the informant alleges kickbacks; or
4. Where the only way the LSS can assert a violation is with that person's information.

B. DOL investigative materials. From time to time, DOL may furnish investigative material to HUD during its administration and enforcement operations. None of the material, other than computations of back wages and liquidated damages, and the summary of back wages due, may be disclosed in any manner to anyone other than HUD or LCA staff responsible for administering the contract without prior approval from DOL.

4-10 Definitions and Interpretations.

- A. Prime Contractor means the principal contractor.
- B. Subcontractor means all subcontractors and lower-tier subcontractors.
- C. Employer means any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.
- D. Laborers and mechanics mean those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). "Laborers" and "mechanics" include apprentices, trainees, and helpers and, for contracts subject to CWHSSA, watchmen and guards.
-

E. Employee. Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

1. Working subcontractors. Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are "employed" and are entitled to the prevailing wage for the type of work they perform and must be reported on payroll report for their craft, hours of work, and wages paid. For additional information, see Labor Relations Letter LR-96-01, Self-Employed Laborers and Mechanics.

2. Administrative allowances. HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- a. Owners of Businesses Working with Their Crew
- b. Owner/Operators of Power Equipment
- c. Owner/Operators of Trucks

F. Apprentice. An "apprentice" is a person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL recognized State apprenticeship agency (SAC).

1. Probationary apprentice. A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an "apprentice" provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

2. Pre-apprentice. A person who is employed as a "pre-apprentice", that is, in a preparatory position which may result in registration in an apprenticeship program is not considered to be an "apprentice."

G. Trainee. A "trainee" is a person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

H. Proper classification of work. Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill.

I. More than one classification. Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

J. Wages. This term means the basic hourly rate of pay plus any contribution irrevocably made by an employer to a bona fide fringe benefit fund, plan or program.

K. Fringe benefits. Fringe benefits may include:

1. Sick, vacation or holiday pay;
 2. Costs to defray expenses of apprenticeship or similar programs;
 3. Medical or hospital care;
-

L. Overtime. Overtime hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by federal labor standards, overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

M. Deductions. The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

N. Site of work. The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project and are so located in proximity to the actual construction location that it would be reasonable to include them.

4-11 Information to include in Certified Payroll Report preparation. If an employer is not using an electronic payroll system to submit certified payroll reports, the reports shall be written in ink or using a computer. Payroll reports will need to include the following information and be easy for HUD DBLS staff or LCAs to interpret:

A. Employer information. Enter the name and address of the employer involved.

B. Project information. Enter the name, number, and location of the project involved.

C. Payroll report numbering. Reports may be numbered sequentially beginning with "1." (Employers are not required to number payroll reports. However, HUD encourages this practice as it assists in managing payroll submissions.) The report must identify the name of the employer, the project for which the report is prepared, the week ending date, and the workdays throughout the workweek. The payroll for the last week of work performed on the project by each employer should be clearly marked Final.

D. Dates. Enter the week ending date, the day of the week, and date for each day.

E. Employee information. The first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records.

F. Apprentices or trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first payroll report on which the apprentice or trainee first appears.

G. Work classification. Enter the appropriate work classification for each employee. Note: Only the work classifications listed on the applicable wage decision may be utilized. If the wage decision does not contain a work classification and wage rate that is needed for the project, the employer must request an additional classification and wage rate. (See 3-17, Additional work classifications and wage rates.)

H. More than one classification. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

I. Hours worked at other job sites. The payroll reports should reflect ONLY hours worked at the covered site of work. If an employee performs work at job sites other than the covered project for which the report is prepared, those hours worked at other job sites should not be reported on the payroll report. In such cases, the employer should list the employee's name, work classification, hours worked, hourly rate of pay and gross earnings for the covered project over the gross earnings for all projects/work performed (e.g., \$528.00/\$816.00). Deductions and net pay should be reported based upon the employee's total earnings (for all projects) for the week.

POSTERS

EQUAL OPPORTUNITY JOB SITE POSTER - English & Spanish



Know Your Rights: Workplace Discrimination is Illegal

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

Who is Protected?

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

What Organizations are Covered?

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

What Types of Employment Discrimination are Illegal?

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

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

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

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

What can You Do if You Believe Discrimination has Occurred?

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

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

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

Visit an EEOC field office (information at
www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

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

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

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

Asking About, Disclosing, or Discussing Pay

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

Disability

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

Protected Veteran Status

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

Retaliation

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

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

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

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

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

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

Individuals with Disabilities

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

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

(Revised 6/27/2023)



Conozca sus Derechos: La Discriminación en el Lugar de Trabajo es Ilegal

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

¿Quién está Protegido?

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

¿Qué Tipos de Discriminación Laboral son Ilegales?

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

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

¿Qué Organizaciones están Cubiertas?

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

¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

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

¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

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

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

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

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Corre Electrónico: info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es.



EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

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

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

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

Preguntar, Divulgar o Discutir Salarios

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

Discapacidad

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

Estatus Protegido Como Veterano

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

Represalias

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

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

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

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

PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

Raza, Color, Origen Nacional, Sexo

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

Personas con Discapacidades

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

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

(Actualizado 6/27/2023)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





Job Safety and Health

IT'S THE LAW!

All workers have the right to:

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

Employers must:

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

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