

PITTSBURG COUNTY OKLAHOMA

in conjunction with

**CHOCTAW NATION OF OKLAHOMA
AND
BUREAU OF INDIAN AFFAIRS**

**CONTRACTING DOCUMENTS AND
SPECIFICATIONS FOR:**

**CROWDER COMMUNITY
CENTER PARKING LOT**

**Project No. G09907-2632(1)S
Crowder, Oklahoma**

**BID OPENING: February 19, 2013, 10:00 A.M.
PITTSBURG COUNTY COURTHOUSE
115 E. CARL ALBERT PARKWAY
McALESTER, OKLAHOMA 74501**

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE OF ISSUED	PAGE	OF	PAGES
				1		2

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. G09907-2632(1)S
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7. ISSUED BY Pittsburg County 115 E. Carl Albert Parkway McAlester, Oklahoma 74501	CODE	8. ADDRESS OFFER TO Pittsburg County 115 E. Carl Albert Parkway McAlester, Oklahoma 74501
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9. FOR INFORMATION CALL:	a. Name Bill Blankenship	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (580)924-8280
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE COUNTY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The project includes constructing a proposed surfacing project. Major tasks associated with constructing the project include the following: Erosion control, machine grading, cold milling, placement of drainage structures, placement/compaction of fill material, aggregate base, asphalt concrete pavement, seeding, sodding, and traffic striping. The project begins South of Bond Street at Avenue B and extends East approximately 360 feet to Avenue C within the city of Crowder, Oklahoma.

11. The contractor shall begin performance 10 calendar days and complete it within 60 calendar days after receiving award notice to proceed. This performance period is mandatory negotiable (See _____).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) X YES NO	12b. CALENDAR DAYS 20
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 10:00 A.M. (hour) local time February 19, 2013 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is is not required

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for county acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the county in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE						
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20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by County)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM
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26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the county solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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20a. NAME AND TITLE OF CONTRACTOR PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	31a. NAME OF CONTRACTING OFFICER (Type or print)
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30b. SIGNATURE	30c. DATE	31b. COUNTY	31c. DATE
		BY	

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Pittsburg County intends to receive sealed Bids from all interested bidders for the following:

**CROWDER COMMUNITY CENTER PARKING LOT
PROJECT NO. G09007-2632(1)S
CROWDER, OKLAHOMA**

All Bids must be completed on forms furnished by the County Clerk's Office. Additionally, Bids must be tendered in sealed envelopes (one bid per envelope) according to the requirements set forth in the Information for Bidders. (The Pittsburg County Board of Commissioners reserves the right to waive technicalities, to reject any or all Bids, and to award the Contract to the Bidder determined, in the County's judgment, to best serve the interests of Pittsburg County.)

Bidders must familiarize themselves with the terms/conditions contained in the Bid documents and must act in good faith with the understanding that full cooperation in carrying out the Bid terms/conditions is required.

Bid documents, including Plans, Specifications, forms, and the non-collusion affidavit, are available at the Pittsburg County Courthouse, located at the physical address listed below.

Bids shall be legibly written, notarized, sealed, and delivered to the Pittsburg County Courthouse, located at 115 E. Carl Albert Parkway, McAlester, Oklahoma 74501.

Sealed bids will be received until the closing date/time listed below and publicly opened thereafter in a meeting of the Board of County Commissioners at that time.

Closing Date: February 19, 2013
Closing Time: 10:00 A.M.

INVITATION TO BID

Pittsburg County, Oklahoma intends to contract for the construction of a surfacing project. The Pittsburg County Clerk shall receive sealed Bids for constructing this Project at the Pittsburg County Courthouse in McAlester, Oklahoma until the closing date/time listed below.

Closing Date: Tuesday February 19, 2013
Closing Time: 10:00 a.m.

Bids received after the scheduled closing time will not be considered and shall be returned unopened. Immediately following the closing time, the sealed Bids shall be publicly opened during a Special Meeting of the Board of County Commissioners beginning at 10:30 a.m.

This Project, which the County references according to the information below, includes constructing a proposed surfacing project. Major tasks associated with constructing the project include the following: Erosion control, machine grading, cold milling, placement of drainage structures, placement/compaction of fill material, aggregate base, asphalt concrete pavement, concrete sidewalk, seeding, sodding, and traffic striping. (Detailed construction Plans containing more specific information are available upon request.)

Project Name: Crowder Community Center Parking Lot
Project Number: G09907-2632(1)S

The Project is approximately 360 feet in length. The Crowder Community Center Parking Lot is located on the South side of Bond Street beginning at Avenue B and extending approximately 360 feet East to Avenue C in Crowder, Oklahoma. The estimated cost of construction is between \$50,000.00 and \$100,000.00.

Prospective Bidders may request Bid documents, including construction Plans, on or after January 24, 2012, from the Pittsburg County Clerk or the Bureau of Indian Affairs at the following addresses.

Pittsburg County Courthouse
115 E. Carl Albert Parkway
McAlester, Oklahoma 74501
(580) 423-1338

Bureau of Indian Affairs
Eastern Oklahoma Regional Office
Division of Transportation
3100 West Peak Blvd
Muskogee, Oklahoma 74401
(918) 781-4636

Additionally, copies of construction Plans and Bid documents are available for public review/inspection at the aforementioned addresses.

A Pre-Bid Conference is scheduled for February 11, 2013 at 10:30 a.m. at the Pittsburg County Courthouse. All prospective Bidders are strongly encouraged to attend this conference, as there will be no other scheduled pre-bid conferences.

All Bids submitted for consideration must be accompanied by a Bid Guarantee (i.e. a Bid Bond or Cashier's Check), payable to Pittsburg County, Oklahoma, in an amount equal to Twenty Percent (20%) of the total Bid price. Additionally, all Bids must include the appropriate Bid/proposal forms included in the Bid documents. Otherwise, the Bid shall be deemed non-responsive and subsequently rejected.

Responsive, responsible Bidders may not withdraw their Bid for a period of Sixty (60) days following the aforementioned closing time.

The County reserves the right to reject any or all Bids.

The successful Bidder, following notice from the County, must timely submit those bonds identified in the Information for Bidders prior to an actual Contract Award.

NOTES: All Bidders must fulfill the requirements of and Bid in accordance with the laws of the State of Oklahoma governing public works contracts, the Oklahoma Department of Transportation Standard Specification for Highway Construction (2009 Standard Specifications), and the Bid documents.

Bidders are strongly encouraged to review and familiarize themselves with the employment requirements and minimum wage rates required under the proposed construction Contract prior to submitting a Bid.

TERMS AND CONDITIONS

1. Sealed bids will be opened at the time and date shown on the Invitation to Bid.
2. Late bids will not be considered.
3. Bids must be submitted in conformity with the Information for Bidders.
4. Bidders, by virtue of submitting a Bid, guarantee their unit prices to be an accurate reflection of their intended unit price associated with each pay item.
5. This Bid is submitted as a legal offer and shall constitute a valid, firm Contract when accepted by the County by virtue of an executed Contract Award.
6. Oklahoma laws require each Bidder submitting a Bid to execute the following sworn statement of non-collusion before a Notary Public and return the original document to the County with the bid.

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity; quality or price in the prospective Contract or any other terms of said prospective Contract; or in any discussions between Bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a Contract that the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Pittsburg County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the Award of a Contract pursuant to this Bid.

Subscribed and sworn before this ____ day of _____ 20 ____.

My commission expires: _____

NOTARY PUBLIC

(SEAL)

Firm: _____

Signed by: _____ Title: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

INFORMATION FOR BIDDERS

Pittsburg County (County) intends to receive Bids for this Project at the Pittsburg County Courthouse, located at 115 E. Carl Albert Parkway, McAlester, Oklahoma, until **10:00 a.m., Tuesday, February 19, 2013**. At **10:00 a.m.**, each Bid shall be publicly opened during a Special Meeting of the Board of County Commissioners (or and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, labeled as follows:

Pittsburg County, Oklahoma
Attention: County Clerk
Bid for Crowder Community Center Parking Lot Project
Project Number: G09907-2632(1)S
Bid Submittal Deadline: February 19, 2013 at 10:00 a.m.
Bid Opening: February 19, 2013 at 10:00 a.m.

Additionally, each sealed envelope should bear the **Bidder's name** and **mailing address**.

NOTE: If submitting a Bid Via the United States Postal Service (Postal Service), the actual Bid must be sealed in a separate, internal envelope within the envelope to be delivered by the Postal Service. The external envelope for such submittals must be legibly addressed as follows:

Pittsburg County, Oklahoma
Attention: County Clerk
115 E. Carl Albert Parkway
McAlester, Oklahoma 74501

All Bids must be completed on the forms contained within the Bid documents. Only one (1) individual Bid may be submitted per envelope. The form(s) for Bid prices shall be completed in ink, if handwritten. Alternatively, Bid prices may be typewritten. All blank spaces for Bid prices must contain an entry. Each individual Bid form must be fully completed and executed when submitted. One (1) original, executed Bid form and two (2) copies are required.

The County reserves the right to waive technicalities and to reject any or all Bids. Previously submitted Bids may be withdrawn prior to **10:00 a.m. on Tuesday February 19, 2013**. In the event the County must postpone the time for opening Bids, previously submitted Bids may be withdrawn prior to the rescheduled opening date/time.

Bids received after **10:00 a.m. on Tuesday, February 19, 2013** will not be considered and shall be returned unopened.

Bidders may not withdraw their Bid for a period of Sixty (60) days following the opening of Bids.

Each Bidder is responsible for inspecting the site, thoroughly reading the Contract documents, and familiarizing himself/herself with the Work and Contract requirements. Bidder's failure or omission in this regard shall in no way relieve any Bidder from any obligation in respect to his/her Bid. Additionally, Bidders must assure themselves of the accuracy of the estimated quantities in the Bid Schedule by examining the site and reviewing the Drawings and Specifications, including any Amendments. Following submittal of a Bid, the Bidder shall not assert he/she misunderstood the quantities or the nature of the Work.

The Contract documents contain information required for construction of the Project. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling all requirements set forth in the Contract.

All Bids submitted for consideration must be accompanied by a Bid Guarantee (i.e., a Bid Bond or Cashier's Check), payable to Pittsburg County, Oklahoma, in an amount equal to Twenty Percent (20%) of the total Bid. With the exception of those Bid Guarantees submitted by the responsive, responsible Bidders with the three (3) lowest Bids, the County will return all bonds or Cashier's Checks to the Bidders immediately after the County analyzes and compares the individual Bids. Once a Contract is fully executed between the County and the Contractor, the bonds of the two (2) remaining unsuccessful Bidders shall be returned.

As part of the Bid analyses, the County reserves the right to make such investigations, as are reasonably necessary, to determine the Bidder's ability to perform the Work. Additionally, each Bidder covenants to timely furnish the County with such information the County requests for this purpose. The County also reserves the right to reject any Bids from Bidders reasonable deemed in the County's judgment to be incapable or unqualified to carry out the obligations of the Contract and Work contemplated therein.

After analyzing and comparing the individual Bids, the County will provide the successful Bidder with a Notice of Award, as well as Contract documents and bond forms (i.e., a Performance Bond form, Payment Bond form, and Maintenance Bond form to cover the Work for 1-year following completion of the Project). The successful Bidder must execute the Contract and bonds within twenty (20) calendar days following receipt of the Notice of Award. If the successful Bidder fails to execute the Contract and/or tender the executed bonds within the stated period of time, the County reserves the right to declare the Bidder in default at which time the Bidder's Bid Guarantee becomes the property of the County.

As stated above, a Performance Bond, Payment Bond, and Maintenance Bond, which covers the Work for 1-year following completion of the Project, must be executed by the successful Bidder. These three (3) bonds must be payable to the County in an amount equal to one-hundred percent (100%) of the total Bid and include a corporate surety approved by the County. Following approval of these bonds and the Contract by the County, the successful Bidder's Bid Guarantee shall be returned.

The County shall have fourteen (14) days to review the bond forms for approval or rejection. Upon approval, the County shall immediately execute the Contract and tender a copy to the Contractor along with a date for the pre-work conference. In the event a Contract cannot be executed by the County within aforementioned fourteen (14) days, the time may be extended by mutual agreement of the parties. If however the County fails to execute the Contract within the fourteen (14) day period **and** the parties fail to agree upon an extension, the successful Bidder may rescind his/her Bid without further liability on either party.

A conditional or qualified Bid will not be accepted.

Award shall be made to the responsive, responsible Bidder, who submits the lowest Bid.

All applicable rules, regulations, ordinances, and laws of those authorities with proper jurisdiction shall apply to the Contract.

Further, the Bidder agrees to abide by the requirements of Executive Order No. 11246, as amended, including the provisions of the equal opportunity clause, which is incorporated into this Contract.

The responsive, responsible bidder, who submits the lowest Bid, shall supply the names and addresses of major material suppliers and Subcontractors upon request by the County.

>

General Decision Number: OK130020 01/04/2013 OK20

Superseded General Decision Number: OK20120051

State: Oklahoma

Construction Type: Highway

Counties: Atoka, Bryan, Carter, Choctaw, Coal, Garvin, Haskell, Hughes, Johnston, Latimer, Love, Marshall, McCurtain, Murray, Pittsburg, Pontotoc, Pottawatomie, Pushmataha and Seminole 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).

Modification Number	Publication Date
0	01/04/2013

SUOK2011-007 04/18/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)		
Choctaw County.....	\$ 12.87	
Hughes County.....	\$ 11.75	
Love County.....	\$ 12.45	
Pittsburg County.....	\$ 12.49	
Pottawatomie County.....	\$ 12.14	
Remaining Counties.....	\$ 12.53	
CEMENT MASON/CONCRETE FINISHER		
Carter County.....	\$ 11.80	
Choctaw County.....	\$ 12.00	
Love County.....	\$ 12.95	
Pittsburg County.....	\$ 13.70	
Pottawatomie County.....	\$ 12.28	
Remaining Counties.....	\$ 12.65	
FORM WORKER.....	\$ 12.19	
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..	\$ 12.35	

Common or General

Atoka County.....	\$ 10.22
Bryan and Haskell Counties..	\$ 10.49
Carter County.....	\$ 9.97
Choctaw County.....	\$ 10.34
Coal County.....	\$ 10.55
Garvin County.....	\$ 10.40
Hughes County.....	\$ 10.01
Johnston County.....	\$ 10.37
Latimer County.....	\$ 10.25
Love County.....	\$ 10.42
Marshall County.....	\$ 11.68
McCurtain County.....	\$ 9.82
Murray County.....	\$ 9.88
Pittsburg County.....	\$ 11.05
Pontotoc County.....	\$ 10.48
Pottawatomie County.....	\$ 10.60
Pushmataha County.....	\$ 10.80
Seminole County.....	\$ 10.79
Pipelayer.....	\$ 11.13
Traffic Control (Includes Flagger, Setting Up and Moving Cones/Barrels).....	\$ 11.15
Vibrating Plate.....	\$ 12.70

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....	\$ 13.99
Asphalt Paving Machine.....	\$ 13.11
Asphalt Plant.....	\$ 14.70
Backhoe/Trackhoe	
Choctaw County.....	\$ 13.46
McCurtain County.....	\$ 12.52
Pittsburg County.....	\$ 16.83
Remaining Counties.....	\$ 14.05
Bobcat/Skid Loader.....	\$ 12.62
Broom.....	\$ 11.02
Bulldozer	
Choctaw County.....	\$ 14.56
Love County.....	\$ 14.35
McCurtain County.....	\$ 13.02
Pittsburg.....	\$ 14.89
Remaining Counties.....	\$ 14.34
Concrete Paving Machine.....	\$ 14.42
Concrete Saw	
Pittsburg County.....	\$ 16.42
Remaining Counties.....	\$ 15.02
Crane.....	\$ 16.17
Distributor Truck.....	\$ 13.25
Excavator.....	\$ 14.08
Grader/Blade.....	\$ 17.04
Loader (Front End)	
Remaining Counties.....	\$ 13.10
Seminole County.....	\$ 13.39
Mechanic.....	\$ 17.37
Milling Machine.....	\$ 14.16
Mixer.....	\$ 14.56
Oiler.....	\$ 16.06
Roller (Asphalt).....	\$ 12.61
Roller (Dirt Compaction)....	\$ 11.86
Rotomill.....	\$ 17.33

Scraper.....	\$ 14.62	
Stripping Machine.....	\$ 12.13	
Tractor/Box Blade.....	\$ 12.46	
Transfer Material Machine...\$	12.38	0.75
Trencher.....	\$ 14.66	

TRUCK DRIVER

Concrete Truck.....	\$ 14.22
Dump Truck.....	\$ 14.42
Flatbed Truck.....	\$ 16.18
Lowboy/Float.....	\$ 14.99
Off the Road Truck.....	\$ 12.63
Single Axle Truck (Includes Pilot Car).....	\$ 13.15
Straight Truck.....	\$ 15.92
Tandem Axle/Semi Trailer	
Carter County.....	\$ 16.61
Choctaw County.....	\$ 14.43
Love County.....	\$ 14.06
Pittsburg County.....	\$ 15.68
Remaining Counties.....	\$ 14.76
Seminole County.....	\$ 16.12
Water Truck.....	\$ 12.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the

effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

BID SCHEDULE

Crowder Parking Lot, Project No. G09907-2632(1) S located in the City of Crowder, Pittsburg County, Oklahoma, in accordance with applicable Federal Acquisition Regulations and Approved Plans and Specifications.

GRAND TOTAL OF ALL
ITEMS BELOW

\$ _____

Note: Spec. No. Refers to Oklahoma Department of Transportation Standard Specification Number.

ROADWAY QUANTITIES

Item No.	Spec. No.	Description	Unit	Estimated Quantity	Unit Price	Extension
1	209	Machine Grading	STA	1.30	\$ _____	\$ _____
2	230(A)	Solid Slab Sodding	SY	255.00	\$ _____	\$ _____
3	303(A)	Aggregate Base Type A	SY	280.00	\$ _____	\$ _____
4	408	Prime Coat	GAL	71.00	\$ _____	\$ _____
5	411(B)	Superpave, Type S3 (PG 64-22 OK)	TON	48.00	\$ _____	\$ _____
6	411(C)	Superpave, Type S4 (PG 64-22 OK)	TON	181.00	\$ _____	\$ _____
7	412	Cold Milling Pavement	SY	292.00	\$ _____	\$ _____
8	420(A)	Fabric Reinforcement	SY	1610.00	\$ _____	\$ _____
9	420 (B)	Bituminous Binder	GAL	403.00	\$ _____	\$ _____
10	610(A)	4" Concrete Sidewalk	SY	239.00	\$ _____	\$ _____
11	613(B)	17" X 13" Corr. Galv. Steel Pipe Arch	LF	21.00	\$ _____	\$ _____
12	619(B)	Removal Of Sidewalk	SY	282.00	\$ _____	\$ _____
13	641	Mobilization	LSUM	1.00	\$ _____	\$ _____
14	855(A)	Traffic Stripe (Plastic)(4" Wide)	LF	746.00	\$ _____	\$ _____
15	855(B)	Traffic Stripe (Plastic)(Symbols)	EA	2.00	\$ _____	\$ _____
16	880(J)	Construction Traffic Control	LSUM	1.00	\$ _____	\$ _____

BID BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	G09907-2632(1)S
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Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> COROPORATION STATE OF INCORPORATION
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SURETY(IES) *(Name and Business Address)*

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to Pittsburg County (hereinafter called the county) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the county identified above, within the period specified therein for acceptance (sixty (60)) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten(10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the county for any cost of procuring the work which exceeds the amount of bid.

Each Surety executing this instrument agrees that this obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the county. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	
NAME(S) <i>(Typed)</i>	1. _____	2. _____	

CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____

CORPORATE SURETY(IES)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required.
2. Insert the full legal name and business address of the Principal in the space designated "Principle" on the face of the form. An authorized person shall sign the bond. Any person signing in representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representatives is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The county entity may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	G09907-2632(1)S
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION (" X " one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> COROPORATION STATE OF INCORPORATION												
SURETY(IES) <i>(Name and business address(es))</i>	PENAL SUM OF BOND <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">CONTRACT DATE</td> <td style="width:50%;">CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.		
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
CONTRACT DATE	CONTRACT NO.												

OBLIGATION:
 We, the Principal and Surety(ies), are firmly bound to Pittsburg County, Oklahoma (hereinafter called the county) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
 The Principal entered into the contract identified above and acknowledges said contract is for the benefit of the county wherein the project is located, as well as the traveling public.

THEREFORE:
 The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the county, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) Performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays the full amount of the taxes imposed by local, state, and federal governmental entities, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:
 The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>	<i>Corporate Seal</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>		
NAME(S) <i>(Typed)</i>	1. _____	2. _____		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	_____	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____	<i>Corporate Seal</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
2. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The county may require the surety to furnish additional substantiating information concerning their financial capability.
3. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
4. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	G09907-2632(1)S
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Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PRINCIPLE <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION (" <i>X</i> " one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> COROPORATION																				
	STATE OF INCORPORATION																				
SURETY(IES) <i>(Name and business address(es))</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2"> </td> <td colspan="2"> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE		CONTRACT NO.					
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CONTRACT DATE		CONTRACT NO.																			

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to Pittsburg County, Oklahoma (hereinafter called the county) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
	SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	3. _____ <i>(Seal)</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	3. _____
				<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)				
	SIGNATURE(S)	1. _____ <i>(Seal)</i>	2. _____ <i>(Seal)</i>	
	NAME(S) <i>(Typed)</i>	1. _____	2. _____	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS			STATE OF INC. LIABILITY LIMIT \$
	SIGNATURE(S)	1. _____	2. _____	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. _____	2. _____	
				<i>Corporate Seal</i>

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the contract.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 - Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The county may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That between _____, as Principal,
and _____, a corporation
Surety, are held and firmly bound unto Pittsburg County, Oklahoma in the penal sum of

_____ Dollars (Full Amount of Contract) (\$ _____),
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.

Dated this _____ day of _____, 20_____.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with Pittsburg County,
Oklahoma dated _____, 20_____, for

SURFACING PLANS FOR
CROWDER COMMUNITY CENTER PARKING LOT
PROJECT No. G09907-2632(1)S
PITTSBURG COUNTY, OKLAHOMA

All in compliance with the Drawings and Specifications therefore, made a part of said
Contract and on file at the office of the Pittsburg County Clerk.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the County, all
damages. Loss and expense which may result by reason of defective materials and/or
workmanship in connection with said work, occurring within a period of one (1) year for
all projects, from and after acceptance of said project by the County, and if Principal shall
pay and cause to be paid all labor and materials, including the prime contractor and all
subcontractors; and if Principal shall save and hold Pittsburg County, Bureau of Indian
Affairs, Choctaw Nation of Oklahoma, and Agents harmless from all damages, loss and
expense occasioned by or resulting from any failure whatsoever of said Principal, then
this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Contractor (Principal)

BY:

ATTEST: (SEAL)

Date _____
Title:

Date _____
Title:

Date _____
Attorney-In-Fact

Date _____
Surety (Seal)

(Accompany this Bond with Power-of-Attorney)

CONTRACT CLAUSES

1.2 1452.226 INDIAN PREFERENCE (APRIL 1984)

(A) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(B) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(C) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity".

(D) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(E) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as

defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(F) The Contractor agrees to include the provisions of the clause including this paragraph (F) in each subcontract awarded under this contract.

(G) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

1.3 1452.226 INDIAN PREFERENCE PROGRAM (APRIL 1984)

(A) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian Preference Program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall:

(1) Designate a liaison officer who will:

- (i) maintain liaison with the Government and Tribe(s) on Indian preference matters;
- (ii) supervise compliance with the provisions of this clause; and
- (iii) administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include:

- (i) the approximate number and types of employees needed,
- (ii) the approximate dates of employment;
- (iii) the experience or special skills required for employment, if any;
- (iv) training opportunities available; and
- (v) all other pertinent information necessary to advise prospective employees of any other employment requirements.

The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work

is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including:

(i) a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;

(ii) a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));

(iii) definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;

(iv) a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

(i) the names and addresses of all Indians seeking employment for each employment position available under this contract;

(ii) the number and types of positions filled by (a) Indians and (b) non-Indians, and the name, address and position of each Indian employed under this contract;

(iii) for those positions, where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;

(iv) actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

(v) reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and

(vi) the names and addresses of all Indian organizations and Indian-owned economic enterprises (a) contacted, and (b) receiving subcontract awards under this contract.

(6) Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates:

(i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(B) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference.

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(C) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(D) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(E) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

52.204-03 TAXPAYER IDENTIFICATION (OCTOBER 1998)

(a) Definitions

“Common parent”, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN)”, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in the Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN in not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or

a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name: _____

TIN: _____

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 calendar days.

52.211-11 LIQUIDATED DAMAGES- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT. (SEPTEMBER 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the County liquidated damages of \$500 per calendar day of delay

(b) If the Nation terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the County reasonably obtains delivery or performance of similar supplies or

services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default- Fixed-Price Supply and Service clause in this contract.

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-
OVERTIME COMPENSATION (JULY 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of

the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

52.222-6 DAVIS-BACON ACT (JULY 2005)

(a) Definition. "Site of the Work"

(1) Means—

(i) *The Primary Site of the Work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The Secondary Site of the Work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for

a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 paragraph (e) of this clause; 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 period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that 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. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause 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.
- (d) 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.
- (e) 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 assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEBRUARY 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the 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, the Contracting Officer may, after written notice to the Contractor, 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.

52.222-8 PAYROLLS AND BASIC RECORDS (FEBRUARY 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 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, 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 paragraph (d) of the clause entitled Davis-Bacon Act, 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.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained

under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the-

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) 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—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) 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 the Regulations, 29 CFR Part 3; and

(iii) 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.

(3) 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 paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause 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.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. 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.

52.222-9 APPRENTICES AND TRAINEES (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) 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 (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) 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.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable 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.

(4) 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 journeyman hourly rate specified in the applicable wage determination.

(5) 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, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(b) Trainees.

(1) 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, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) 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 in 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 in 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 OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of 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 in the wage determination for the work actually performed.

(3) In the event OATELS 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.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS
(FEBRUARY 1988)**

The Contractor shall comply with the requirements of 29 CFR part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor

or construction subcontractor on a particular building or work at the site thereof, including without limitation-

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act- Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination- Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and

Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

52.222-12 CONTRACT TERMINATION- DEBARMENT (FEBRUARY 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEBRUARY 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEBRUARY 1988)

(a) 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 Pittsburg County contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Pittsburg County contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEBRUARY 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade 50%	Goals for Female Participation for Each Trade 2%
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These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in 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, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following 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-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is beginning at south of Bond Street at Avenue B and extends East approximately 360 feet to Avenue C within the city of Crowder, Oklahoma. The length and width of the "covered area" is shown in more detail on the approved plans.

52.222-26 EQUAL OPPORTUNITY (MARCH 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Pittsburg County contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.223-07 NOTICE OF RADIOACTIVE MATERIALS (JANUARY 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing 15 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

[] The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the

specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.228-01 BID GUARANTEE

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g. bid bond supported by good and sufficient surety or sureties acceptable to the Government postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-
- (1) to unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price.
- (d) If the successful bidder, upon acceptance of its bid by the Nation within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.236-01 PERFORMANCE OF WORK BY THE CONTRACTOR (APRIL 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51% of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the County.

52.236-04 PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Soil Borings (performed by others).
- (b) Weather conditions- Contact local offices of the National Weather Services, U.S. Department of Commerce.

52.236-27 SITE VISIT (CONSTRUCTION) (FEBRUARY 1995)

(a) The clause at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty normal duty hours by contacting:

Name: Commissioner Gene Rogers
Address: Pittsburg County, District 1
200 N. Craig
P.O. Box 268
Haileyville, Oklahoma 74546
Telephone: (918) 297-2933

OR

Name: Division of Transportation
Address: BIA, Eastern Oklahoma Region
Muskogee, Oklahoma 74402-8002
Telephone: (918) 781-4636

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the County's designee will make their full text available.

CLAUSE	TITLE	DATE
1452.236-70	Prohibition Against Use of Lead-based Paint	July 1996
52.203-02	Certificate of Independent Price Determination	April 1985
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	September 2007
52.211-13	Time Extensions	September 2000
52.211-18	Variation in Estimated Quantity	April 1984
52.212-04	Contract Terms and Conditions- Commercial Items	February 2007
52.214-18	Preparations of Bids- Construction	April 1984
52.214-19	Contract Award- Sealed Bidding-Construction	August 1996
52.214-27	Price Reductions for Defective Cost or Pricing Data- Modifications- Sealed Bidding	October 1997
52.216-23	Execution and Commencement of Work	April 1984
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	April 2008
52.219-16	Liquidated Damages- Subcontracting Plan	January 1999
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-02	Payment for Overtime Premiums	July 1990
52.222-03	Convict Labor	June 2003
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	February 1988
52.222-17	Labor Standards for Construction Work- Facilities Contracts	February 1988
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-29	Notification of Visa Denial	June 2003
52.222-35	Equal Opportunity for Special Disabled Veteran, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action for Workers with Disabilities	June 1998
52.223-03	Hazardous Material Identification and Material Safety Data	January 1997
52.223-06	Drug Free Workplace	May 2001
52.223-11	Ozone-Depleting Substances	May 2001

CLAUSE	TITLE	DATE
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.227-01	Authorization and Consent	December 2007
52.227-03	Patent Indemnity	April 1984
52.228-02	Additional Bond Security	October 1997
52.228-07	Insurance- Liability to Third Persons	March 1996
52.228-11	Pledges of Assets	February 1992
52.228-12	Prospective Subcontractor Requests for Bonds	October 1995
52.228-15	Performance and Payment Bonds- Construction	November 2006
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-16	Progress Payments	April 2003
52.232-27	Prompt Payment for Construction Contracts	September 2005
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	August 1996
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-14	Availability and Use of Utility Services	April 1984
52.236-15	Schedules for Construction Contracts	April 1984
52.236-17	Layout of Work	April 1984
52.236-21	Specifications and Drawings for Construction	February 1997
52.236-26	Preconstruction Conference	February 1995
52.242-14	Suspension of Work	April 1984
52.242.15	Stop-Work Order	August 1989
52.243-01	Changes- Fixed Prices	August 1987
52.243-04	Changes	June 2007
52.243-05	Changes and Changed Conditions	April 1984
52.246-12	Inspection of Construction	August 1996
52.248-03	Value Engineering-Construction	September 2006
52.249-01	Termination for Convenience of the Government (Fixed-Price) (Short Form)	April 1984
52.249-10	Default (Fixed-Price Construction)	April 1984