

1/25/2022

AGENDA

MEETING PACKET



**BLANCHARD MUNICIPAL IMPROVEMENT
AUTHORITY
MEETING**

6:00 P.M.

**MUNICIPAL COURTHOUSE
300 N. MAIN STREET
BLANCHARD, OK 73010**

TRUSTEES

Eddie Odle ~ At-Large Chairman

Joe Davis ~ Ward 1 Trustee

Michael Scalf ~ Ward 2 Vice Chairman

Albert Ryans ~ Ward 3 Trustee

Chuck Kemper ~ Ward 4 Trustee

STAFF

Robert L. Floyd ~ Trust Manager

David L. Perryman ~ Trust Attorney

Kenny Sullivan ~ Trust Engineer

Diana Daniels ~ Secretary

Daniel Ofsthun ~ Finance Director

Emily Pehrson ~ Public Works Director



AGENDA

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

REGULAR MEETING

TUESDAY, 25 JANUARY 2022

6:00 P.M.

**IMMEDIATELY FOLLOWING THE CITY COUNCIL
MEETING**

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us and on the City Hall Bulletin Board on or before 5:00 p.m., Friday, January 21st, 2022, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

City Manager

A. MEETING CONVENED

1. **CALL TO ORDER:**
 2. **ROLL CALL:**
 3. **DETERMINATION OF QUORUM:**
-

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. **UTILITY OPERATIONS/BILLING.**
A motion recommending changes, as desired, to the utility operations and billing.
2. **SEALED BIDS.**
A motion authorizing bids for Phase 1 of Old Town Water Line Replacement.
3. **WATER PLAN SUBMITTAL.**
A motion on submitting plans, application, and permit fee to ODEQ for the US-62 Water Line Extension; and authorize the Chairman to sign DEQ Permit.
4. **AGREEMENT.**
A motion on hiring Glenn Sullivan & Associates to prepare an engineering report on the sanitary sewer system as required by DEQ and to assist the City with obtaining a discharge permit for the lagoons; and authorize Chairman to sign said Agreement.
5. **GRANT APPLICATION.**
A motion authorizing the City Manager and Public Works Director to sign and file an application to DEQ for a Household Hazardous Waste Collection Event not to exceed \$30,000.00.

C. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the

approval of all members, that item(s) will be heard in regular order:

- 1. APPROVAL of the regular meeting minutes of 14 December 2021.**
- 2. APPROVAL of the special joint meeting minutes of 4 January 2022.**
- 3. ACKNOWLEDGE payment of FYE2022 Claims/Expenditures per fund in the total amount of \$456,409.28.**

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

F. TRUSTEE/STAFF COMMENTS

This item is listed to provide an opportunity for the Board of Trustees and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

G. ADJOURNMENT

MEETING CONVENED

- **Called to Order**
- **Roll Call**
- **Quorum Determination**

BUSINESS AGENDA

**BUSINESS
AGENDA
B-1**



Trustee Agenda

Business Item No. B-1

DATE: 25 January 2022

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: Robert L. Floyd, Trust (City) Manager

ITEM: UTILITY OPERATIONS/BILLING ~ BMIA.

BACKGROUND

The Blanchard Municipal Improvement Authority, a public trust, was created on December 18, 1961, for the purpose of:

A. To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial, and mercantile establishments and enterprises within the corporate limits of the beneficiary municipality and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies, utility services, garbage services and physical facilities for all purposes authorized or proper as a function of the beneficiary municipality;

B. For the convenience and welfare of the beneficiary municipality and the citizens thereof, to provide or to aid in providing to the federal government, the state of Oklahoma, county of McClain, the beneficiary municipality, the school district in which the latter is located, or to any agency or instrumentality of either or any of them, or to any one or more of them, facilities and services of any and all kinds convenient or necessary to the functioning thereof;

C. To perform on behalf of the beneficiary municipality the functions and powers authorized to it by generally, but not exclusively, §§176 to 180, inclusive, of Title 60, Oklahoma

Statutes 1961, and the Oklahoma Trust Act.

D. In implementation or furtherance of all of the foregoing, to enter into any contractual arrangements in relation thereto, including but not restricted to, purchase contracts, sale contracts, construction contracts, maintenance contracts, operation contracts, service contracts, leases, lease-purchase agreements, options, conveyances, and agreements to enter into or make any of them. In additional implementation or furtherance of the foregoing, to make a gift or gifts of said facilities or services to any one or more of such governmental entities or to contract to do so; and to fix, demand, and collect charges, rates, rents; and fees for such services and facilities to the same extent as the Beneficiary itself might do: provided, that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to the trust may be discontinued at any time;

E. To acquire, by lease, purchase, or otherwise, and to hold, construct, equip, maintain, and operate, any and all physical properties necessary and proper for utilization in the furnishing and providing of said services and facilities; and to relinquish, dispose of, rent, or otherwise make provision for, physical properties owned or controlled by the trust but no longer required for trust purposes;

F. To provide funds for the cost of financing, acquiring, constructing, equipping, maintaining, repairing, and operating any of said services or facilities, and all properties (real, personal or mixed) necessary for executing and fulfilling the trust purposes as set forth in this Section of this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith; and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust assets or property or its revenues;

G. To expend all funds coming into the hands of the trustees, as revenue or otherwise, in the payment of the aforesaid costs and expenses and in the payment of any indebtedness incurred by the trustees for purposes specified herein, and in the payment of any other debt or obligation properly chargeable against the trust estate, and to distribute the residue and remainder of such funds to the beneficiary

municipality for the payment of all or any part of the principal or interest of any bonded indebtedness of the beneficiary and for any one or more authorized or proper purposes of the beneficiary as shall be specified by the trustees hereunder;

H. Whenever it shall be material, the purposes set forth in paragraphs A., B, and C of this § shall be the primary objectives of this trust and the provisions of paragraphs D to G inclusive, shall be deemed and construed in implementation thereof and collateral thereto.

The word "facilities" as used herein means real estate and all privileges, benefits, and appurtenances thereto, and also all buildings, structures installations, and all other physical properties whatsoever, and all rights, privileges, and benefits relating thereto.

The City Council of the City of Blanchard serves as the Trustees of the Authority. As of today, the Authority provides water services to customers inside and outside the municipal limits of Blanchard; sewer services to inside customers only; trash service by contract provided by Waste Connections and a Citizens Collection Center.

The basic operations of the Authority is codified under Chapter 16 of the Blanchard Municipal Code which is enclosed. In addition, the Authority has adopted Resolutions over the years for its operations that are not found in the BMC.

An anonymous donor chose to pay off outstanding utility balances on December 29th, 2021. That amount came to \$7,261.00.

FISCAL IMPACT

None.

BUDGETARY IMPACT

Not applicable

Budgeted with available funds (appropriated in the FYE2022 Budget)

Non-Budgeted with available funds

Non-Budgeted with additional funds requested

LEGAL REVIEW

N/A **Required** **Completed Date:** _____

ACTION REQUESTED

Discussion, consideration and take possible action, as desired.

EXHIBITS

Resolution No. 2012-07.

Resolution No. 2012-02.

BMC Chapter 16.

RESOLUTION NO. 12-07

A RESOLUTION OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY, BLANCHARD, OKLAHOMA, McCLAIN COUNTY ESTABLISHING UTILITY SERVICE POLICIES.

WHEREAS, it being desirous to establish policies regarding utility services to be compliant with the U.S. Supreme Court rulings pertaining to termination of utility service for non-payment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY, DO HEREBY:

SECTION 1. HOURS.

- A. Regular customer hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.
- B. For service calls during regular hours call 405-485-9392.
- C. Emergency calls after hours are to be reported to the Police Department Dispatcher at 405-485-9391.

SECTION 2. ESTABLISHMENT OF SERVICE.

- A. Customer's signature is required on work orders for all new connects.
- B. Customer's signature is required on Service Agreement before service can begin.
- C. A copy of the customer's driver's license and social security number is required to be on file to establish service.
- D. Application for service requires that a customer's bill include all charges for water, sewer, garbage, and any applicable miscellaneous charges.

SECTION 3. DEPOSITS.

- A. A deposit is required on all accounts.
- B. Residential deposit amount is:
 - 1) \$30.00 for owners; and
 - 2) \$75.00 for renters.

C. Commercial deposit amount is:

- 1) \$50.00 for regular businesses; and
- 2) \$100.00 for restaurants.

D. Customer's deposit will be applied to the final bill and the difference will be refunded by check if the amount of the deposit exceeds the bill.

E. If the amount of the deposit does not exceed the bill, the customer will receive a final bill for the difference.

F. Customers wishing to leave their deposit for the next occupant may do so if the following requirements are met:

1. The amount of the deposit must be equal to the current Blanchard deposit requirement.
2. The account must be current.
3. The customers must agree in writing that any remaining balance will become the responsibility of the new account owner.

G. Customers requiring temporary service (3 weeks maximum) will be required to give a deposit in the amounts listed below. The amount of the deposit will be applied to the bill when the account is disconnected.

1. Residential deposit amount is:
 - a) \$30.00 for owners; and
 - b) \$75.00 for renters.
2. Commercial deposit amount is:
 - a) \$50.00 for regular businesses; and
 - b) \$100.00 for restaurants.

SECTION 4. BILLING.

- A. Meters are read on or about the 15th through the 18th of each month.
- B. Each billing cycle is for approximately thirty (30) days.

- C. Utility bills are mailed on or around the first of the month.
- D. Billing will begin on the day service is connected. Bills issued for a partial billing period for the purpose of new service connection, disconnect with payment, or transfer of existing service, will not be prorated. Disconnect for non-payment does not qualify for prorating of bill. Any applicable miscellaneous charges will not be prorated.
- E. City service rates are set according to Resolution by the Blanchard Municipal Improvement Authority and Resolution or City Ordinance by City Council action.

SECTION 5. PAYMENT OF BILLS.

- A. Utility bills are due on the 15th of each month.
- B. Payments received after the 15th will be charged a \$1.50 penalty.
- C. If the 15th falls on a weekend or on a holiday, payments postmarked or left (no cash, please) in our after hours drop box prior to the next business day will not incur a penalty.
- D. Checks may be made payable to the City of Blanchard or the Blanchard Municipal Improvement Authority.
- E. No third party checks will be accepted.
- F. There will be a \$25.00 fee for returned checks.

SECTION 6. TERMINATION OF SERVICE.

A. Notice:

1. The notice shall be a separate final notice. It is not enough to recite on the standard bill that service will be terminated if the bill isn't paid within a certain time after the due date.
2. The notice shall inform the customer of the proposed termination and their right to a hearing.
3. The notice shall set the time for the meeting with the representative of the utility.
4. Notice shall be sent enough prior to the actual cut-off date that the customer can contact the office for their "hearing."

B. Opportunity to be Heard:

1. The customer has a right to be heard and the meeting must be held with them

if the customer requests it.

2. The hearing may be informal but advisable to keep a record of consultation signed by both the customer and the utility representative. No telephone conference is allowed.

3. Disposition of the matter shall be made at the meeting. The utility representative shall have final authority to resolve the dispute.

4. However, prior to any billing adjustments being made, the customer service representative shall submit the adjustment to the City Manager for formal approval along with all billing documentation to include customer consultation.

C. Deferred Payment Plan:

1. Deferred payments may be an option to resolve non-payments for all customers on the same terms.

SECTION 7. DISCONNECTION FOR NON-PAYMENT.

A. Prior to any disconnection of service for non-payment, the customer has an opportunity to be heard after notice of termination.

B. Cut-off day is around the 26th of each month. To avoid disconnect, past due amount must be received in the office by 4:30 p.m. on the last business day *before* cut-off day.

C. All accounts that have a balance of \$55.00 or more past due will be turned off and a \$25.00 re-connect penalty will be added to the account.

D. A customer whose service is disconnected for non-payment will have their account finalized and their deposit applied toward the balance owed on the first of the following month.

E. If a customer requests to be re-connected after hours, the charge will be \$50.00.

F. If a customer tampers with a meter (unauthorized re-connection) and the city crew pulls the meter, there will be a \$500.00 charge.

SECTION 8. ADJUSTMENTS.

A. The City's customer service representative has the authority to meet with customer's to resolve billing disputes and make recommendations for adjustments.

B. However, prior to any billing adjustments being made, the customer service representative shall submit the adjustment to the City Manager for formal approval

along with all billing documentation to include customer consultation.

SECTION 9. TRANSFER OF SERVICE.

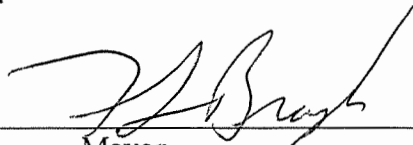
- A. The customer name on a utility account will not be changed unless a copy of a Last Will (in the case of death) or divorce decree (in the case of divorce) is presented showing transfer of ownership of service address property.
- B. A customer transferring from one service address to another will be charged a \$5.00 fee.
- C. A customer may have service at two (2) residences concurrently if transferring from one residence to another. The maximum allowance for this service is two (2) weeks. The \$5.00 transfer fee will apply.
- D. It is the customer's responsibility to notify City Hall of the disconnect day at the original residence.

SECTION 10. PLACING AN ACCOUNT "ON-HOLD".

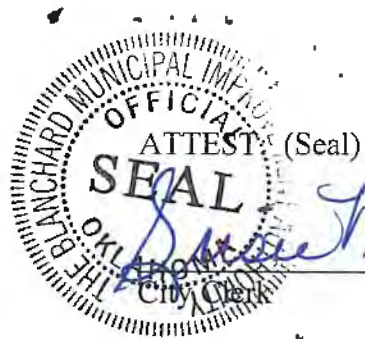
- A. Customers who have rental property or will be away from their residence for more than one complete billing cycle will be allowed to place their account "on-hold".
- B. "On-hold" means that the deposit will be held on the account, the customer will not receive a bill for that complete billing cycle, and the customer can have the water turned back on at their request.

SECTION 11. MISCELLANEOUS.

- A. The City will make one (1) service call at no charge at the customer's request. However, there will be a \$25.00 charge added to the customer's utility account for each call made, thereafter, at the customer's request that results in a problem in the private service line that is the customer's responsibility.
- B. The City will make one (1) re-read at the customer's request at no charge. However, there will be a \$25.00 charge added to the customer's utility account for each customer request to re-read a water meter, thereafter. There will be no charge if the re-read results in an incorrect reading.



Mayor



Susan Maeder

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY
RESOLUTION NO. 2012-02

A RESOLUTION OF THE CHAIRMAN AND TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY, ADOPTING A UTILITY BILL ADJUSTMENT POLICY FOR ABNORMAL CHARGES DUE TO WATER LEAKS OR THEFT.

Whereas, circumstances periodically arise when customers of the water system of the Blanchard Municipal Improvement Authority (BMIA), through no fault of their own, incur billings that are abnormal due to water leaks or water theft.

Whereas, prior to the adoption of this policy, the governing body of the Blanchard Municipal Improvement Authority has never formally adopted a written policy to enable the staff of the BMIA to make fair and equitable adjustments for the benefit of BMIA customers in a manner that does not discriminate among and between customers.

Now therefore, the following formal, written policy is hereby adopted by the governing body of the BMIA to enable the staff of the BMIA to make fair and equitable, non-discriminatory adjustments to utility billings in the event a BMIA customer is charged an abnormal amount due to a water leak or to theft:

**UTILITY BILL ADJUSTMENT POLICY FOR ABNORMAL CHARGES
DUE TO WATER LEAKS OR THEFT**

A. LEAK AT THE METER.

Repairs at the meter may, or may not, warrant an adjustment.

- Leaks on the inlet (BMIA) side of the meter (washers, setters, etc.) – If the leak is on the inlet (BMIA) side of the meter, leak consumption will not register through the meter, therefore, no adjustment is warranted.
 - ❖ Freeze plates – depending on the type of meter, may or may not register leak consumption.
- Leaks on the outlet (customer) side of the meter – For the customer's convenience, the city will make these types of repairs. If the leak is on the outlet (customer) side of the meter, leak consumption will register, however, it should not be a noticeable amount. If excessive use is found to have occurred, absent an additional leak on the customer side beyond the meter, the rate per thousand may be recalculated based on the formula outlined in the *Adjustment Scale*. (For additional leaks beyond the meter see *Leak on Customer Side of Meter, Repaired by Customer*.)

- ❖ Washers – The leak should register minimal usage, however, if excessive use is found, the rate per thousand may be recalculated based on the formula outlined in *Leak on Customer Side of Meter*.
- ❖ Setters – Will register leak consumption. If the consumption is excessive, the rate per thousand may be recalculated based on the formula outlined in *Adjustment Scale*.

B. LEAK ON CUSTOMER SIDE OF METER, REPAIRD BY CUSTOMER.

In the event a customer incurs excessive water billing as a result of a water leak or apparent theft, an adjustment may be made if the leak has been repaired within two (2) weeks of awareness or the source of the theft secured.

A request for an adjustment must be submitted by the customer and accompanied by receipts verifying repair has been completed or the source of the theft secured. In the absence of a repair bill due to customer repairs, an affidavit signed by the customer attesting to this fact may be accepted.

Upon presentation of above documentation, an adjustment may be computed based on the following formula:

1. Determine average water consumption for the same time period over the previous two-year period. (If the customer does not have a two-year history to compare, usage of the previous occupant at that address, or surrounding homes may be used.)
 - a. Actual usage of same month(s) in the most current two years.
2. Determine amount of excess usage.
 - a. Actual usage minus normal average.
3. Determine amount of adjustment.
 - a. Credit will be issued for the amount that exceeds the normal average usage charge less the cost of the water provided. If approved, a credit may also be issued for the sewer portion of the bill that was not received by the sewer system.

C. RESPONSIBILITY

Utility Line Maintenance – When repair is performed, Utility Line Maintenance will make a notation on the work order indicating whether the leak consumption was being measured through the meter. The notation will state if there was movement on the leak indicator before and/or after repair; meter reading at time of repair; and meter type. On setter repair on the customer side, a door-hanger will be left notifying customer of the repair.

Utility Office Billing Desk – When the work order is received, a message documenting the notation on the work order shall be put on the *Message Screen* for future reference, if needed for adjustment. If an adjustment is made, copy of the work order, calculations, and customer receipts verifying repair, if needed, must be attached to the adjustment form for auditing purposes. In extreme situations, the Utility Office Billing Desk may offer the customer the opportunity to pay the excess charge in twelve equal installments. Should the customer cancel service by request or by nonpayment of their account, the residual balance of the excess usage shall become immediately due in full.

Customer – Customer must request adjustment and provide copies of repair bills, as needed, showing repair was made within two weeks of awareness. “Awareness” shall mean notification by the BMIA or receipt of the BMIA bill that reflects excessive usage.

D. ADJUSTMENT SCALE

EXAMPLE: Using account information below—

<u>ACTUAL USAGE</u>	LESS	<u>NORMAL AVERAGE</u>	EQUALS	<u>EXCESS USAGE</u>
251		$(54 + 65) / 2 = 60^*$		191*

*Consumption rounded to whole number

The foregoing policy was adopted by the governing body of the BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY on the 24th day of April, 2012.



ATTEST:

Luisie Maeder

 BMIA Secretary

[Signature]

 BMIA Chairman

CHAPTER 16

PUBLIC FACILITIES AND UTILITIES

ARTICLE 1

MUNICIPAL UTILITY SYSTEMS

- § 16-101 Municipal utility systems.
- § 16-102 Use of water, sewer and solid waste systems.
- § 16-103 Operation of municipal utility systems.

ARTICLE 2

MUNICIPAL WATER SYSTEM

- § 16-201 Water connections.
- § 16-202 Mandatory use of municipal water system. (Ord. No. 1989-02).
- § 16-203 Tampering with or injuring municipal water system.
- § 16-204 Water rates, fees and charges.
- § 16-205 Unlawful to furnish additional families or premises.
- § 16-206 Separate service connections may be required.
- § 16-207 Restrictions on use of water.
- § 16-208 Right reserved to shut off water.
- § 16-209 Waste of water prohibited.
- § 16-210 Meters; installation; ownership; testing.
- § 16-211 City may require security.
- § 16-212 Inspection; access.
- § 16-213 Reservoir protected.

ARTICLE 3

MUNICIPAL SEWER SYSTEM

- § 16-301 Use of municipal sewer system; sewer taps. (Ord. No. 1991-04).
- § 16-302 Mandatory sewer connections.
- § 16-303 Private sewage disposal facilities.
- § 16-304 Sewer user charge.
- § 16-305 Collection and disposition of funds.
- § 16-306 Installation of backflow prevention devices.

ARTICLE 4

SOLIDE WASTE COLLECTION AND DISPOSAL SYSTEM

- § 16-401 Collection and disposal declared to be a municipal function.

- § 16-402 Purpose.
- § 16-403 Definitions.
- § 16-404 Accumulation a nuisance; containers.
- § 16-405 Burning of solid waste.
- § 16-406 Charges for solid waste collection and disposition. (Ord. No. 1990-09)
- § 16-407 Prohibition of use of dumpsters.

ARTICLE 8

WASTEWATER TREATMENT SYSTEM

- § 16-801 Definition of terms.
- § 16-802 Reimbursement of assessment paid by city.
- § 16-803 Permit and inspection required for sewer connection.
- § 16-804 Connections to collectors only.
- § 16-805 Connections to mains or interceptors.
- § 16-806 Sewer costs for private developments.
- § 16-807 Connection to public sewer required.
- § 16-808 Connections with storm sewers or natural outlets.
- § 16-809 Prohibited discharges.
- § 16-810 Industrial and harmful wastes prohibited in sanitary sewers.
- § 16-811 Industrial wastes; handling of harmful wastes.
- § 16-812 Permit required for industrial connections.
- § 16-813 Information and cooperation of industrial users.
- § 16-814 Grease, oil and sand interceptors; exception.
- § 16-815 Control manhole; meters.
- § 16-816 Conditions for industrial user permits.
- § 16-817 Issuance and renewal of industrial user permits.
- § 16-818 Measurements, tests and analyses of wastes.
- § 16-819 Notice to cease violations.
- § 16-820 Damage caused by prohibited discharge.
- § 16-821 Request for reconsideration.
- § 16-822 Falsifying of information.
- § 16-823 Requirements for design and construction of sewer lines.
- § 16-824 Connecting sewers outside city limits to comply with city standards.
- § 16-825 Sanitary sewer connection plans to be submitted to the city.
- § 16-826 Contract to provide for maintenance of sewer.
- § 16-827 Engineering and inspection fees for sewer construction.
- § 16-828 Inspection by the city.
- § 16-829 Filing of original tracings of sewer plans.
- § 16-830 City not liable for sewer maintenance outside city boundaries.
- § 16-831 Sewer subject to regulations.
- § 16-832 Other municipalities' use of the Blanchard sanitary sewer system.
- § 16-833 Sewer connections outside city.
- § 16-834 Sewer service charge.

- § 16-835 Charges for extraneous flows.
- § 16-836 Annual review of sewer user charge rates.
- § 16-837 Record-keeping of sewer user charges.
- § 16-838 Annual notification of user charges.
- § 16-839 Billings; water re-sales.
- § 16-840 Billing for sewer service.
- § 16-841 Date of payment.
- § 16-842 Water deposits.
- § 16-843 Penalty for failure to pay.
- § 16-844 Inconsistent agreements.
- § 16-845 Surcharge for industrial users.

ARTICLE 9

MISCELLANEOUS PROVISIONS

- § 16-901 Turning on utilities.
- § 16-902 No service connection until bills have been paid; cut-offs.
- § 16-903 Customers to keep service pipes in good repair.
- § 16-904 City not responsible for utility interruption.
- § 16-905 Municipal personnel may inspect private premises.
- § 16-906 Interference with fire hydrants; damage of utility system.
- § 16-907 Construction cost reimbursement for certain utility trunk lines, water towers, lift stations and other utility system improvements.

ARTICLE 10

PENALTY

- § 16-1001 Penalty; failure to pay utility bills.

ARTICLE 1

MUNICIPAL UTILITY SYSTEMS

- § 16-101 Municipal utility systems.
- § 16-102 Use of water, sewer and solid waste systems.
- § 16-103 Operation of municipal utility systems.

§ 16-101 MUNICIPAL UTILITY SYSTEMS.

1. The city of Blanchard, Oklahoma, provides water, sewer and solid waste services for the residents of said municipality.

2. Water, sewer and solid waste services are operated through the Blanchard Municipal Improvement Authority (BMIA), a municipal trust of which said city is the beneficiary; said trust shall have control over the operation, maintenance and administration of said municipal systems and services.

§ 16-102 USE OF WATER, SEWER AND SOLID WASTE SYSTEMS.

Every residential inhabitant within the corporate limits of the city of Blanchard, Oklahoma, and every commercial or business entity or enterprise who may practically do so, shall secure all of its potable water requirements from the water system owned by said city and leased to the Blanchard Municipal Improvement Authority, connect to the sanitary sewer system owned by said city and leased to said authority, and not otherwise dispose of sewage, unless it is impossible or not feasible to do so, and utilize and pay for the solid waste collection and disposal system, unless it is inconsistent to do so in accordance with the policies of said authority and other applicable requirements of this code of ordinances.

§ 16-103 OPERATION OF MUNICIPAL UTILITY SYSTEMS.

1. The operations of the municipal water, sewer and solid waste systems shall be the responsibility of the Blanchard Municipal Improvement Authority; said authority shall have the power to establish fees, rates, deposits, charges and such other rules and regulations as may be necessary for the efficient operation of these systems.

2. In order to ensure the effective use of municipal enforcement mechanisms in the operations of the water, sewer and solid waste systems by said authority, the city council may, by ordinance, enable and/or ratify the actions of said authority, to include fees, rates and other operational policies.

3. Administrative processes for all municipal systems may be combined for more efficient operation, at the discretion of the city council and the Blanchard Municipal Improvement Authority board.

4. Municipal ordinances relating to these municipal utility systems shall be applicable, whenever possible, to all utility systems, including those operated by the Blanchard Municipal Improvement Authority.

ARTICLE 2

MUNICIPAL WATER SYSTEM

- § 16-201 Water connections.
- § 16-202 Mandatory use of municipal water system. (Ord. No. 1989-02)
- § 16-203 Tampering with or injuring municipal water system.
- § 16-204 Water rates, fees and charges.
- § 16-205 Unlawful to furnish additional families or premises.
- § 16-206 Separate service connections may be required.
- § 16-207 Restrictions on use of water.
- § 16-208 Right reserved to shut off water.
- § 16-209 Waste of water prohibited.
- § 16-210 Meters; installation; ownership; testing.
- § 16-211 City may require security.
- § 16-212 Inspection; access.
- § 16-213 Reservoir protected.

§ 16-201 WATER CONNECTIONS.

It shall be unlawful for any person, firm or corporation to make a connection to the municipal water system without first complying with all applicable provisions of this code of ordinances and all requirements of the Blanchard Municipal Improvement Authority.

§ 16-202 MANDATORY USE OF MUNICIPAL WATER SYSTEM.

1. The owners of all houses, buildings or properties used for human occupancy, employment, education, recreating or other purposes, situated within the city of Blanchard, Oklahoma, and abutting on any street, alley or right of way in which there is now located, or may in the future be located, a municipal water line, are hereby required, at their expense, to connect their facility with the property municipal water line (in accordance with all municipal requirements) and pay all municipal fees and use charges therefore, within one hundred and twenty (120) days after the date of official municipal notice to do so; provided, that, the municipal water line is within three-hundred (300) feet of the property line.

2. It shall be hereinafter unlawful for any person to maintain or establish a private water well to serve a facility, unless he shall first be connected to the municipal water system and pay the monthly water fees and charges; provided, that, he meets all the requirements for mandatory hook-up established in sub§ 1 (above).

3. No unauthorized person shall make any connections with any municipal water line without first having made application to the city clerk, and without first having paid the established fee. Said application shall include his or her name, description of lot, block and addition, the official number of the house on the premises in which water is desired, and shall state fully all the purposes for which the water is to be used, the number of families to be supplied and the number of meters to be installed. At the time of filing such application, the applicant shall pay to the city clerk, and take receipt therefor, the fee for the tap fee for the installation of water service as follows:

a. ¾ inch water tap:

Meter fee	\$ 170.00
Inspection fee	\$ 50.00
Installation fee	\$ 180.00
Mileage fee for locations Out of city limits (if applicable)	\$ 100.00

b. 1 inch water tap:

Meter fee	\$ 290.00
Inspection fee	\$ 50.00
Installation fee	\$ 180.00
Mileage fee for locations Out of city limits (if applicable)	\$ 100.00

In the event that the municipality is unable to install the meter within three (3) weeks of the acceptance of the application and fees, the applicant may schedule installation through a licensed, bonded plumbing contractor. In such case, the municipality will make the inspection, and refund the installation fee.

c. Fees for all other size water taps shall be assessed by the city manager, subject to engineering fees, fees of the Department of Environmental Quality of the state of Oklahoma, actual costs of installation, and all other fees and expenses involved in making the tap.

4. Where a municipal water line does not lie within three-hundred (300) feet of the property line, or is not scheduled to be placed within three-hundred (300) feet of the property line in the near future (1-5 years), an individual may utilize or establish a private water well without connection to the municipal water system and, therefore, without payment of the municipal water system fees and charges.

5. The requirements of this section shall not apply to persons currently being served directly by an existing rural water district.

6. Except for replacement taps, any person requesting municipal water service from the city of Blanchard or any trust which has as its sole beneficiary, the city of Blanchard, shall pay, at the time of such request, in addition to all other fees, a water utility initiation fee for municipal water service in the amount of six-hundred dollars (\$600.00). Said fee shall be payable to the Blanchard Municipal Improvement Authority and shall be collected on behalf of the Blanchard Municipal Improvement Authority for capital improvement use unless such fee is collected on behalf of a third party who is entitled to recoupment pursuant to the ordinances of the city of Blanchard and/or an agreement between the third party and the Blanchard Municipal Improvement Authority." [Ord. No. 1989-02, 8/8/89; Ord. 1993-04; 8/10/93; Ord. No. 1997-01, 4/8/97; Ord. No. 2004-03, 2/10/04]

§ 16-203 TAMPERING WITH OR INJURING MUNICIPAL WATER SYSTEM.

It shall be unlawful for any person to injure or deface, or in any way tamper with, any portion of the municipal water system, or to turn the water off or on from any main at any time or place, unless he is duly authorized so to do by the Blanchard Municipal Improvement Authority.

§ 16-204 WATER RATES, FEES AND CHARGES.

1. RATES:
 - a. The governing body of the Blanchard Municipal Improvement Authority shall have the power to establish and adjust resident water rates and other fees, including deposits, by resolution, for connections to and use of the municipal water system.
 - b. The governing body of the Blanchard Municipal Improvement Authority shall have the power to establish and adjust non-resident water rates and other fees, including deposits, by resolution, for connections to and use of the municipal water system.
 - c. *Heavy seasonal customer rate.* Delivery of water to heavy seasonal customers shall be pursuant to a written contract establishing a

monthly minimum number of gallons that the customer must purchase each month. The charge for the monthly minimum amount of water contracted for shall be based upon the resident or non-resident rate depending upon whether the water is metered at a point inside or outside the municipal limits of the city of Blanchard. In any month that the heavy seasonal customer uses more than two-hundred percent (200%) of the monthly minimum number of gallons contracted for, the rate for all water taken in excess of two-hundred percent (200%) of the monthly minimum amount of water contracted for by the heavy seasonal customer shall be one and one-half (1½) times the regular rate. For purposes of this section, the term heavy seasonal customer is defined as a customer whose water usage may fluctuate based upon seasonal considerations and who uses more than four-hundred thousand (400,000) gallons of water in any month. The written contract shall provide for adequate deposits or sureties in a minimum amount equivalent to two (2) billing cycles and may provide for prepayment of anticipated water usage and meter readings and billing cycles more frequently than monthly.

- d. *Wholesale municipal customer rate.* Delivery of wholesale water to municipal customers shall be pursuant to a written contract establishing a monthly minimum number of gallons that the municipal customer must purchase each month. The charge for the monthly minimum amount of water contracted for shall be based upon the Resident rate. In any month that the municipal customer uses more than two-hundred percent (200%) of the monthly minimum number of gallons contracted for, the rate for all water taken in excess of two-hundred percent (200%) of the monthly minimum amount of water contracted for by the municipal customer shall be one and one-half (1½) times the regular rate. For purposes of this section, the term municipal customer is defined as a customer who owns and operates a public water supply and uses water purchased from the city of Blanchard as its sole supplier or as a supplemental supplier. The written contract shall provide for adequate deposits or sureties in a minimum amount equivalent to two (2) billing cycles and may provide for prepayment of anticipated water usage and meter readings and billing cycles more frequently than monthly.
- e. *Easement Donors.* Non-resident customers of the Blanchard Municipal Improvement Authority who donated easement and right of way to the city of Blanchard and the Blanchard Municipal Improvement Authority in conjunction with the 1996/1997 water system expansion project in return for resident rates are entitled to avail themselves of resident rates set forth above, provided that those non-resident customers who qualify for the resident rates shall receive said rate only

for those water taps and meters established pursuant to the written contract between the non-resident property owner and the Blanchard Municipal Improvement Authority executed in conjunction with the 1996/1997 water system expansion project. All additional taps and meters wherever located shall be subject to the non-resident rate schedule so long as the property upon which the meter is located is not within the corporate limits of the city of Blanchard.

2. Non-resident customers who qualify for the water service pursuant to the schedule provided in subparagraph 1(A) of this section shall receive said rate only for those water taps and meters established pursuant to the written contract between the non-resident property owner and the Blanchard Municipal Improvement Authority executed in conjunction with the 1996/1997 water system expansion project. All additional taps and meters wherever located shall be subject to the non-resident rate schedule so long as the property upon which the meter is located is not within the Municipal limits of the city of Blanchard.

3. Deposits for water meters/service shall be:

- a. Residential service (except rentals) \$30.00
- b. Rental residential service \$75.00
- c. Commercial service (except “D”, “E” and “F” below)
 \$50.00
- d. Commercial service (users of 30,000 to 50,000 gallons of water a month)
 \$100.00
- e. Commercial service (users of over 50,000 gallons of water a month two times anticipated monthly usage)
- f. Restaurants & multi-family residential service.
 \$100.00
- g. Single family residential deposits may be waived by the city clerk upon request of the new customer when the city is provided a written guaranty from an existing home owning customer of the Blanchard Municipal Improvement Authority with a good payment history.
- h. At the option of the City Clerk, paragraphs A through G above may require a supplementary service agreement providing for additional deposits or letters of credit.

4. Water service payments shall be due on the 1st of the month following billing; notices shall be sent and service disconnected if overdue

amounts are not paid by the 15th of the month in which they become due. A fee of twenty-five dollars (\$25.00) will be charged for re-connections. Whenever the owner or occupant of any premises connected with the municipal water system desires to discontinue the use of water, he shall notify the city clerk-treasurer in writing, and thereupon the city clerk-treasurer shall arrange to disconnect the premises concerning which notice of discontinuance has been given. Any person desiring to transfer water service from the city, from his present location to another location within the city, shall be required to pay to the city five dollars (\$5.00) for the transfer. Should service be disconnected by reason of failure to pay a water bill or bills, the city shall receive a twenty-five dollar (\$25.00) fee for making a re-connection. It shall be unlawful for any owner of the premises connected with the municipal water system to disconnect the water on said premises unless he shall have first filed a written request that the service of water to said premises be discontinued, and shall pay all arrearages on water rates on said premises. When the water has been shut off from any premises upon application of the owner or occupant of the premises, for nonpayment of water charges or for any other cause, it shall be unlawful for any person to again connect such premises with water, except upon application to, and by authority of, the authorized municipal and/or authority representative. All water rates will be charged against the premises for which the service is installed. All charges for water, when the same becomes delinquent and unpaid, shall be a lien against the premises to which the same has been furnished. In case any charge shall become a lien against any premises, the water shall be cut off until such charges are paid. All accounts for water shall be kept against the number of the premises and the property described for which the service was installed; provided, that, any tenant and any person holding property under lease may be supplied with water on their own account when proper application is made, and in such cases, the city shall require such deposit of money with the city clerk-treasurer as shall be necessary to protect the city against any and all delinquent or unpaid charges for water or for other charges on account of such service. All water for building or construction purposes shall be charged against the property upon which it is used and the owner thereof, and all delinquent and unpaid charges therefor shall become a lien upon the premises supplied and be collected in the manner as other delinquent and unpaid charges for water. [Ord. 1993-04; 8/10/93; Ord. No. 1996-01, 12/10/97; Ord. No. 2000-10, 6/20/00; Ord. No. 2004-04, 2/10/04; Ord. No. 2006-27, 9/12/06; Ord. No. 2006-31, 10/10/06; 2008-04, 5/27/08; Ord. No. 2011-04, 12/13/11]

§ 16-205 UNLAWFUL TO FURNISH ADDITIONAL FAMILIES OR PREMISES.

It shall be unlawful for any person whose premises are supplied with water to install additional fixtures on said premises, or to apply the water to purposes other than those for which the original application was made, or to furnish water to additional families or premises unless he shall first make application and receive permission in the same manner as provided for on original application.

§ 16-206 SEPARATE SERVICE CONNECTIONS MAY BE REQUIRED.

When separate houses, buildings or premises are supplied with water through one service connection with the city mains, the city may decline to furnish water until separate services are provided or the service is metered; in case any one of the owners or occupants become delinquent and violates any of the provisions of this article, the city shall shut off the original or main service until all charges are paid. All provisions of this article shall be enforced and the premises supplied by the main service shall be held responsible for all delinquent charges and all violations of the requirements of this article against anyone or all of the separate owners or users. No change of ownership shall affect the application of this section.

§ 16-207 RESTRICTIONS ON USE OF WATER.

Whenever, in the discretion of the city and/or the authority, it is necessary to conserve the water supply, the use of water for sprinkling or irrigating lawns, gardens, flowerbeds, plants, trees, shrubs or parking strips, or for hosing windows, woodwork, porches, steps or walks may be restricted to certain designated hours, to be set out in a published notice, or may be prohibited entirely; provided, that, such notice, prescribing hours within which the water may be used for the purposes aforesaid may be had or for prohibiting the use of water as aforesaid shall be given by publishing notice thereof in at least one issue of any newspaper published within the city of Blanchard, Oklahoma, at least twenty-four (24) hours before the time of taking effect of said order.

§ 16-208 RIGHT RESERVED TO SHUT OFF WATER.

The city and/or the authority reserve the right, at all times, without notice, to shut off the municipal water system for repairs, extensions, nonpayment of rates, or any other reason; the city shall not be responsible for any stoppages or interruptions of water supply or for any other damage resulting from the shutting off of water.

§ 16-209 WASTE OF WATER PROHIBITED.

It shall be unlawful for any person to waste water, or allow it to be wasted, from imperfect or leaking stops, valves, pipes, closets, faucets or other fixtures, or to use water closets without self-closing valves, or to use the water for purposes other than those named in the original application upon which water rates are based, or to use it in violation of any provision of this article.

§ 16-210 METERS; INSTALLATION; OWNERSHIP; TESTING.

1. The city and the authority are hereby authorized and directed to install a meter on the service of every person using municipal water.

2. The city will keep in good repair, at its own expense, all water meters of its own installation, except where meters have been damaged by carelessness or wrong-doing of the user, when the same shall be repaired and charged against said consumer.

3. Any person receiving water through a meter supplied by the city, who desires to have the accuracy of the same tested, may do so by making a deposit of ten dollars (\$10.00) with the city clerk-treasurer. The utilities superintendent will bring the meter in for testing and if, after proper test, it is found to be incorrect more than two percent (2%) in favor of the city, the deposit of ten dollars (\$10.00) will be returned to the consumer and correction made only for that month for which the bill was rendered. If however, the meter is found to be correct, then the deposit shall become the property of the City and paid to the credit of the water fund. In case of a meter failing to register, the monthly water charges due the city shall be determined by an average of the three (3) previous months that the meter registered. In all cases where the consumer's piping or plumbing is divided, necessitating the use of two (2) meters, each meter shall be handled and regarded as for separate and distinct consumers, to each of which will apply the regular water rates and minimum charges until such plumbing or piping is so arranged as to permit the use of one meter. Under no circumstances shall this consumption, shown by two (2) or more meters in use by the same consumer, be added or "lumped" in order to reduce the net sum due the city.

§ 16-211 CITY MAY REQUIRE SECURITY.

The office of the city clerk-treasurer may require payment in advance or satisfactory security for water furnished to any person or premises; if such payment be not made or security furnished, the city may refuse service and the water shall be shut off from the premises.

§ 16-212 INSPECTION; ACCESS.

1. Inspectors, foremen and employees of the city and the authority whose duty it is to enter upon private premises to make inspections of the water lines or to read meters will be provided with a badge or other proper credentials to identify them as authorized agents of the water department.

2. Any authorized employee of the city shall, upon presentation of these credentials, have free access at all reasonable hours to any premises supplied with city water for the purpose of making inspections of the water supply upon said premises.

§ 16-213 RESERVOIR PROTECTED.

It shall be unlawful for any person to bathe in, or to throw any substance into any reservoir, or place any foreign substance upon any grounds belonging to, connected with, or under the control of, the city of Blanchard, Oklahoma. In order to protect the health and welfare of the citizens of the city of Blanchard, Oklahoma, from and after the effective date of this code of ordinances, the quantity of fluoride in the public water supply shall be controlled in such a manner that the amount present in the water served to the public shall be in conformity with the policy, and subsequent changes thereto, established by the Oklahoma State Department of Health.

ARTICLE 3

MUNICIPAL SEWER SYSTEM

- § 16-301 Use of municipal sewer system; sewer taps.
- § 16-302 Mandatory sewer connections.
- § 16-303 Private sewage disposal facilities.
- § 16-304 Sewer user charge.
- § 16-305 Collection and disposition of funds.
- § 16-306 Installation of backflow prevention devices.

§ 16-301 USE OF MUNICIPAL SEWER SYSTEM; SEWER TAPS.

1. It shall be unlawful for any person, firm or corporation to make any connection to the municipal sewer system without first complying with all applicable provisions of this code of ordinances and all requirements of the Blanchard Municipal Improvement Authority.

2. It shall be unlawful to allow any surface water to overflow from any cistern, reservoir or receptacle to any connection of the municipal sewer system of the city of Blanchard, Oklahoma.

3. It shall be an offense for any person to throw or place any can, metallic substance or other solid material or trash into any sewer, manhole or catch basin.

4. All taps made to the municipal sewer system shall be done by the utilities superintendent. No other person shall be authorized to make such a tap except in the event of the indisposition of said superintendent. In the event of the indisposition of the superintendent, he may give written authorization to a recognized plumber to make such a tap.

5. Before any tap to the municipal sewer system shall be made, any person or company desiring said tap shall make a written application to the city

clerk-treasurer for a permit to be issued by said city clerk-treasurer for such a tap. Said permit shall cost twenty-five dollars (\$25.00) to cover the cost of authorizing said tap to the municipal sewer system.

6. Except for replacement taps, any person requesting municipal sewer service from the city of Blanchard or any trust which has such city as its sole beneficiary shall pay at the time of such request, in addition to all other fees, a sewer utilities initiation fee for municipal service in the amount of six-hundred dollars (\$600.00). Such fee shall be payable to the Blanchard Municipal Improvement Authority for capital improvement use unless such fee is collected on behalf of a third party who is entitled to recoupment pursuant to this code and/or an agreement between the third party and the Blanchard Municipal Improvement Authority. [Ord. No. 1991, 3/12/91; Ord. No. 2004-03, 2/10/04; Ord. No. 2004-06, 4/13/06; Ord. No. 2006-24, 8/8/06]

§ 16-302 MANDATORY SEWER CONNECTIONS.

1. The owners of all houses, buildings or property used for human occupancy, employment, recreation or other purposes, situated within the corporate limits of the city of Blanchard, Oklahoma, and abutting on any street, alley or right-of-way in which there is located a public sanitary sewer of the city, are hereby required, at their own expense, to install suitable toilet facilities therein, and to have such facilities connected directly with the proper public sewer within one hundred and twenty (120) days after the date of official municipal notice to do so; provided, that, such public sewer is within three-hundred (300) feet of the property line.

2. Said notice (above) shall be served by any designated agent of the city by delivering a true and correct copy to the property owner, or leaving the same at his usual place of residence with a member of his family over the age of fifteen (15) years, or if such owner cannot be found, by posting a copy of such notice at the front entrance of the building involved.

3. Any person who shall fail, neglect or refuse to comply with the terms of this section after having been notified so to do, as provided herein, shall be guilty of an offense. In the event of a continuous violation of this section by any property owner, the city may discontinue the furnishing of water to such property owner, until such time as a proper sewer connection has been made.

§ 16-303 PRIVATE SEWAGE DISPOSAL FACILITIES.

1. Except as hereinafter provided in this section, it shall be unlawful for any person to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended to be used for the disposal of sewage, within the corporate limits of the city of Blanchard, Oklahoma.

2. Where a connection to a public sanitary sewer line is not required under the provisions of §16-41, a private septic tank or cesspool facility for sewage disposal may be constructed and maintained, provided it is constructed and maintained under the rules and regulations of the local and county health officer, and in compliance with the recommendations and requirements of the Oklahoma State Department of Health. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

3. The owners of private septic tanks or cesspools shall operate and maintain the same in a sanitary manner at all times, at no expense to the city, and no statement contained in this chapter shall be construed to interfere with any additional requirements that may be imposed by the local, county or state health offices.

4. At such times as a public sewer becomes available to a property served by a septic tank or cesspool, a direct connection shall be made to such public sewer in compliance with §16-302, and the septic tank or cesspool shall immediately be abandoned and filled with suitable material.

§ 16-304 SEWER USER CHARGE.

1. Each respective customer of the sanitary sewer system of the city of Blanchard, Oklahoma shall pay a monthly sewer user charge, as determined by this section.

2. The said sewer user charge shall be based upon the quantity of water used or consumed at the premises or facility where the customer's service is established and as said water is measured by the water meter or meters in use.

3. The governing body of the Blanchard Municipal Improvement Authority shall have the power to establish and adjust the residential sewer charges and fees, including deposits, by resolution, for connections to and use of the municipal sewer system.

4. The governing body of the Blanchard Municipal Improvement Authority shall have the power to establish and adjust the non-residential sewer charges and fees, including deposits, by resolution, for connections to and use of the municipal sewer system.

5. The city does not obligate itself to furnish municipal sanitary sewer service to the owner or occupant of any property or premises, but will furnish such service as is commercially reasonable and financially feasible and within the financial ability of the city to do so.

6. Water used from private sources shall be metered and the sewer user charge may be billed accordingly.

7. In the event a lot, parcel of land, premise or facility discharging sewage, industrial waste, water or other liquid either directly or indirectly into the municipal sewer system, or which ultimately enters said sewer system, is supplied either in whole or in part with water from wells or any other sources of supply, it shall be registered with the city water department on or before November 1, 1985. If the water from said wells or other supply is not measured by a water meter, the city may furnish, install and maintain at their expense, a meter on said supplies in such a location and in such a manner as is satisfactory to the municipal water department. These meters shall serve as a control for the establishment of the sewer service charge and shall be read monthly by the Municipal meter readers. If, in the opinion of the public works director, the installation of a meter for a residential user would be impractical, or upon request for or denial of meter placement, residential water consumption will be estimated at one-hundred (100) gallons per person, per day, per household. [Ord. No. 1993-05, 8/10/93; Ord. No. 2007-14, 10/9/07; Ord. No. 2008-03, 5/27/08; Ord. No. 2009-03, 3/24/09; Ord. No. 2011-04, 12/13/11]

§ 16-305 COLLECTION AND DISPOSITION OF FUND.

1. The fee for the use of the municipal sanitary sewer system shall be billed to each user monthly, along with the bill for water and other services, and the city is directed not to accept payment of the water bill unless such payment is accompanied by the sewer fee.

2. All monthly sewer charges for the mobile or manufactured home, or travel trailer park, shall be based on the maximum home or travel trailer capacity of the park. The park operator shall, by the 10th of each month, notify the city clerk-treasurer of the maximum number of spaces in use at any one time during the previous month. The city clerk-treasurer shall then adjust the sewer charge to the actual use of the park. If the park operator fails to notify the city clerk-treasurer of said usage level by the 10th of each month, the city clerk-treasurer shall bill on the basis of the maximum capacity of the park.

3. The funds derived from such fees shall be deposited in the appropriate Blanchard Municipal Improvement Authority (BMIA) account, to be used for the upkeep, maintenance, extension and repair of the municipal sewer system.

§ 16-306 INSTALLATION OF BACKFLOW PREVENTION DEVICES.

1. All businesses and residences are required to install a backflow prevention device to all newly constructed or replaced sanitary sewer lines connected to the city of Blanchard sewer collection system in such a manner as to prevent wastewater from being able to backup into the premises from which it originated.

2. For the purposes of this ordinance, a "backflow prevention device" shall mean a city of Blanchard approved, commercially manufactured, mechanically

engineered fitting, which shall prevent wastewater from being able to backup into the premises from which it originated. [Ord. No. 2008-02, 5/13/08]

ARTICLE 4

SOLID WASTE COLLECTION AND DISPOSAL SYSTEM

- § 16-401 Collection and disposal declared to be a municipal function.
- § 16-402 Purpose.
- § 16-403 Definitions.
- § 16-404 Accumulation a nuisance; containers.
- § 16-405 Burning of solid waste.
- § 16-406 Charges for solid waste collection and disposition.
- § 16-407 Prohibition of use of dumpsters.

§ 16-401 COLLECTION AND DISPOSAL DECLARED TO BE A MUNICIPAL FUNCTION.

1. The collection and disposal of garbage, trash and refuse and other solid waste is hereby declared to be a municipal function of the city of Blanchard, Oklahoma, as a protection of the public health; the police powers of said city shall be invoked when necessary for the enforcement of this chapter. In addition, the city of Blanchard, Oklahoma, acting through the Blanchard Municipal Improvement Authority (BMIA), may collect and dispose of refuse, as it deems necessary; provided, that, such disposal shall be an approved method of incineration (not open burning) or by landfill and daily cover. The collection and/or disposal of refuse may be performed by the Blanchard Municipal Improvement Authority or the Blanchard Municipal Improvement Authority may contract with third parties to provide said collection and/or disposal. In either event, the service provided or contracted for by the Blanchard Municipal Improvement Authority is hereby designated as the “city’s collection and disposal service.”

2. The city of Blanchard, Oklahoma, acting through the Blanchard Municipal Improvement Authority (BMIA), shall have the authority to establish or terminate waste collection routes within the city limits. All persons, businesses or companies on an established route must use the solid waste collection and disposal service of said city exclusively. The city and the Blanchard Municipal Improvement Authority (BMIA) may grant an exception to said exclusivity requirements, if it is determined to be in the best interest of the city to do so.

3. No commercial entity or private individual, except those contracting with the Blanchard Municipal Improvement Authority, will be allowed to initiate new solid waste, trash or garbage services to anyone on the established garbage route drawn up by the city of Blanchard, Oklahoma, and implemented through

the Blanchard Municipal Improvement Authority (BMIA), provided however, any service in existence at the time of the effective date of this ordinance may be allowed to continue at its present level of service to its current customers until such time that it is voluntarily discontinued by the provider. No existing service furnished by a commercial entity or private individual may be enlarged or expanded in any respect. [Ord. No. 2002-5, 6/25/02]

§ 16-402 PURPOSE.

It is the purpose of this article and it is hereby declared to be the policy of the city of Blanchard, Oklahoma, pursuant to the authority of the Oklahoma Solid Waste Management Act (Title 63 O.S. 1981, §2251-2265, inclusive and as amended), to regulate the collection and disposal of solid wastes in a manner that will protect the public health and welfare, prevent air and water pollution, prevent the spread of disease and the creation of nuisances, conserve the natural resources, and enhance and preserve the beauty and quality of the community's environment.

§ 16-403 DEFINITIONS.

1. *Refuse.* The word "refuse" shall mean tree trimmings, junked building and roofing materials, manufacturing waste, rocks, dirt and other waste material not defined as "solid waste" or "trash".

2. *Solid waste.* The term "solid waste" shall include all putrescible and nonputrescible refuse in sold or semi-solid form, including, but not limited to, garbage, refuse, rubbish, ashes or incinerator residue, street refuse, dead animals, demolition wastes, construction wastes, solid or semi-solid commercial and industrial wastes and hazardous wastes (including explosives, pathological wastes, chemical wastes, herbicide and pesticide wastes).

3. *Solid waste management system.* The term "solid waste management system" shall mean the entire process of storage, collection, transportation, processing and burying solid wastes at or in a site approved by the Oklahoma State Department of Health.

4. *Trash.* The word "trash" shall mean paper, rags, containers of paper, tin cans, yard and house sweepings and all other household waste, but not tree trimmings, building and manufacturing waste, sewage and rocks, raw dirt, rainwater and other liquid refuse properly disposable through the sanitary sewers of the city.

§ 16-404 ACCUMULATION A NUISANCE; CONTAINERS.

1. It shall be unlawful for any person in charge of any lot or piece of ground to allow solid waste to accumulate thereon, so as to cause an offensive

odor to be emitted therefrom or to become injurious or dangerous to the health of the neighborhood or any inhabitant thereof. Any such condition is hereby declared a violation of this article and punishable as such, and in addition is declared to be a nuisance and may be abated as such.

2. Any person constructing or remodeling any structure within the city of Blanchard, Oklahoma, shall, prior to construction on any premises, open an account with the Blanchard Municipal Improvement Authority for the placement of a container of suitable size and design to contain all solid waste which might, by the winds or elements, be distributed and blown from the premises; said container shall be used by the person concerned, at all times, to keep the premises from becoming unsightly with solid waste, and shall always be kept covered. The size, shape and nature of the container shall be approved by the Blanchard Municipal Improvement Authority and the Blanchard Municipal Improvement Authority may mandate that the container be of a specific nature furnished by the Blanchard Municipal Improvement Authority or any third party provider that contracts with the Blanchard Municipal Improvement Authority, at the expense of the person constructing or remodeling said structure.

3. Any person who fails to keep the premises, on which any structure is being built or installed, free from solid waste and who allows said waste to blow or be carried from the premises to adjoining or other property or into the streets, shall be deemed guilty of causing a nuisance and shall be subject to the penalties in this code of ordinances prescribed therefore. [Ord. No. 2002-5, 6/25/02]

§ 16-405 BURNING OF SOLID WASTE.

1. It shall be an offense for any person to start or maintain any fire or cause any fire to be started or maintained for the purpose of burning unlawfully or incinerating any solid waste.

2. It shall be an offense to construct or install, within any building in the city of Blanchard, Oklahoma, an unlawful incinerator designed to burn solid waste.

§ 16-406 CHARGE FOR SOLID WASTE COLLECTION AND DISPOSITION.

1. For the purpose of supporting the operation of the Blanchard Municipal Improvement Authority's Solid Waste Management System, pursuant to the authority of the Oklahoma Solid Waste Management Act, there is hereby levied and assessed rates and charges against every owner, occupant or person in charge of any dwelling unit, business, motel, hotel, boarding house, industrial or institutional user unit within or without the city limits as they currently exist, or as they might from time to time be changed according to law.

2. The governing body of the Blanchard Municipal Improvement Authority shall have the power to establish and adjust the rates, charges and fees, including deposits, by resolution, for use of the municipal solid waste collection system. [Ord. No. 1990-09, 8/14/90; Ord. No. 1993-03, 8/10/93; Ord. No. 1995-01, 1/10/95; Ord. No. 2000-09, 6/20/00; Ord. No. 2002-5, 6/25/02; Ord. No. 2002-08, 7/2/02; Ord. No. 2008-05, 5/27/08; Ord. No. 2011-04, 12/13/11]

§ 16-407 USE OF DUMPSTERS PROHIBITED BY NON-AUTHORIZED PERSONS OR ENTITIES.

No person whose name does not appear on the billing register of the Blanchard Municipal Improvement Authority Solid Waste Collection and Disposal System authorized to utilize any specific dumpster in the city of Blanchard, Oklahoma, may dump or otherwise dispose of garbage or other refuse in any dumpster without obtaining express permission to do so in a specific dumpster or dumpsters. [Ord. No. 1994-02, 2/8/94]

ARTICLE 5

PARK AND RECREATIONAL FACILITIES

- § 16-501 Application of article.
- § 16-502 Traffic restrictions.
- § 16-503 Advertising.
- § 16-504 Property; injury.
- § 16-505 Bicycles.
- § 16-506 Disorderly conduct.
- § 16-507 Attaching wires.
- § 16-508 Firearms and fireworks.
- § 16-509 Speed.
- § 16-510 Dogs prohibited.

§ 16-501 APPLICATION OF ARTICLE.

All places heretofore owned by the city and used as parks for public purposes and places which may hereafter be acquired and/or set aside for public park purposes are hereby declared to be municipal parks within the meaning of this article, and are subject to all rules, regulations and provisions set out in this article.

§ 16-502 TRAFFIC RESTRICTIONS.

No wagon, cart, truck or other vehicle carrying goods, merchandise, waste or other materials, except such as are to be used in repairing, constructing or

servicing public parks or parts thereof, shall be allowed to enter or be taken into any public park of the city of Blanchard, Oklahoma.

§ 16-503 ADVERTISING.

No person shall advertise in any manner or distribute or hand out any circulars, handbills or posters of any kind or of any commodity or other thing in any public park. It shall be unlawful to affix any circulars, handbills or posters of any kind on any tree, lamppost, hydrant, curbstone, sidewalk, coping, fence, wall, building or other place in any public park or on any street, avenue or alley or other public grounds under the supervision of the city of Blanchard, Oklahoma. No person shall drive any animal or vehicle displaying or advertising any merchandise of any kind in or through any public park in said city or under its supervision.

§ 16-504 PROPERTY; INJURY.

1. No person shall cut, break or in any way injure or deface any of the trees, shrubs, plants, turf, grass, lamppost, fences, bridges, buildings or other property in or upon any park.

2. No person shall write upon, mark, deface, injure in any manner or use improperly any water closet, bench, building, fence or other property in any public park.

§ 16-505 BICYCLES.

No person shall ride or drive any bicycle, tricycle or motorcycle in any public park, except upon appropriate driveways thereof; when passing another vehicle or equestrian from the rear to the front, such person shall pass to the left side and at a moderate rate of speed. Bicycles, tricycles and motorcycles shall not be allowed to travel more than two (2) abreast.

§ 16-506 DISORDERLY CONDUCT.

No person shall be guilty of disorderly, unchaste or lewd conduct or make, aid or assist in making any disorderly noise, riot or breach of peace within the limits of any public park belonging to the city of Blanchard, Oklahoma.

§ 16-507 ATTACHING WIRES.

1. No person shall, without written permission from the city manager, attach any electric wire, insulator or other device of any character to any tree, plant or structure in any park.

2. No person shall establish, erect or maintain any telegraph wires, telephone wires, or electric light and power wires or construction for the support of the same in, through or across any public park, except with the written permission of the city manager.

§ 16-508 FIREARMS AND FIREWORKS.

No person shall discharge firearms or fireworks in any public park.

§ 16-509 SPEED.

No person shall drive or ride at a greater rate of speed than fifteen (15) miles per hour within any public park.

§ 16-510 DOGS PROHIBITED.

It shall be unlawful and is hereby declared to be a nuisance, for any person to permit a dog to run at large in any public park of the city of Blanchard, Oklahoma; all such dogs shall be taken up, impounded and disposed of as provided by ordinance. In addition thereto, the person permitting such dog in or to run at large in such public park, shall be deemed guilty of an offense against the ordinances of the city of Blanchard, Oklahoma, and shall be fined for violation thereof in any sum not exceeding the amounts established in §8-301 of this code of ordinances.

ARTICLE 6

CEMETERY

§ 16-601 Municipal Cemetery Operated by Blanchard Cemetery Association, Inc.

§ 16-601 MUNICIPAL CEMETERY OPERATED BY BLANCHARD CEMETERY ASSOCIATION, INC.

The mayor, city manager, city clerk-treasurer and employees of the city of Blanchard, Oklahoma, are hereby notified that all records, funds and materials used in connection with the operation and management of the Blanchard municipal cemetery have been delivered to officers of the Blanchard Cemetery Association, Inc., an Oklahoma corporation. All records, funds and materials delivered to the Blanchard Cemetery Association, Inc., shall be receipted for and all said receipts should be retained by the city of Blanchard, Oklahoma. As of December 1, 1985, and from that date forward, the city of Blanchard, Oklahoma, has had no duty, control, liability, responsibility or interest in the operation or function of the Blanchard cemetery.

ARTICLE 7

MUNICIPAL LIBRARY SYSTEM

- § 16-701 Blanchard located within a multi-county library district.
- § 16-702 Blanchard public library.
- § 16-703 Duties of multi-county library.

§ 16-701 BLANCHARD LOCATED WITHIN A MULTI-COUNTY LIBRARY DISTRICT.

1. The city of Blanchard, McClain County, Oklahoma, is located within a district to be served by a multi-county library system, established and created under the laws of the state of Oklahoma, in accordance with the Oklahoma Library Code.

2. In order to form such a multi-county library district, the governing boards of McClain, Cleveland and Pottawatomie Counties, or any combination thereof, have passed a resolution and each city of two-thousand (2000) population or more, according to the latest federal census, has enacted an ordinance creating such multi-county library district; the governing boards of each of said counties submitted to the residents of each county a proposition for a vote of the people for a library levy, according to Article X, §10A, Oklahoma Constitution.

3. The governing body of this library district shall consist of one member appointed by the governing body of each city of two-thousand (2,000) population or more, according to the latest federal census, and at least one member appointed by the board of county commissioners of each county.

4. The city of Blanchard, McClain County, Oklahoma, jointly with other cities and counties concerned, hereby creates a library district to include any combination of two (2) or more of the following counties: McClain, Cleveland and Pottawatomie, and agrees to the appointment of one person to represent the city of Blanchard, Oklahoma, on the multi-county library board; provided, that, additional counties may be added to the district upon their application to the Oklahoma Department of Libraries Board.

§ 16-702 BLANCHARD PUBLIC LIBRARY.

1. The city of Blanchard, McClain County, Oklahoma, is the owner of the Blanchard public library and operates it for the benefit of the people of the city of Blanchard, Oklahoma.

2. The Blanchard public library is incorporated into the multi-county library in accordance with the provisions of the Oklahoma Library Code; the city

of Blanchard, Oklahoma, will provide supportive services for the library quarters and maintain an operating budget until a two-mill library levy is passed or rejected by the voters of the county in an election called for that purpose, under the provisions of Article X, §10A of the Oklahoma Constitution.

§ 16-703 DUTIES OF MULTI-COUNTY LIBRARY.

The multi-county library shall assume the responsibility of improving the Blanchard Public Library by supplementing the operating budget with personnel, books, films, equipment and other library materials and services, with the understanding that after a successful vote of a library levy, the multi-county library will assume financial support of the Blanchard public library, except that the city of Blanchard, Oklahoma, will continue to maintain suitable quarters for the library and provide supportive services for the library quarters and may from time to time, at its option, appropriate funds for the operation and/or improvement of said Blanchard, Oklahoma, public library.

ARTICLE 8

WASTEWATER TREATMENT SYSTEM

- § 16-801 Definition of terms.
- § 16-802 Reimbursement of assessment paid by city.
- § 16-803 Permit and inspection required for sewer connection.
- § 16-804 Connections to collectors only.
- § 16-805 Connections to mains or interceptors.
- § 16-806 Sewer costs for private developments.
- § 16-807 Connection to public sewer required.
- § 16-808 Connections with storm sewers or natural outlets.
- § 16-809 Prohibited discharges.
- § 16-810 Industrial and harmful wastes prohibited in sanitary sewers.
- § 16-811 Industrial wastes; handling of harmful wastes.
- § 16-812 Permit required for industrial connections.
- § 16-813 Information and cooperation of industrial users.
- § 16-814 Grease, oil and sand interceptors; exception
- § 16-815 Control manhole; meters.
- § 16-816 Conditions for industrial user permits.
- § 16-817 Issuance and renewal of industrial user permits.
- § 16-818 Measurements, tests and analyses of wastes.
- § 16-819 Notice to cease violations.
- § 16-820 Damage caused by prohibited discharge.
- § 16-821 Request for reconsideration.
- § 16-822 Falsifying of information.
- § 16-823 Requirements for design and construction of sewer lines.
- § 16-824 Connecting sewers outside city limits to comply with city standards.
- § 16-825 Sanitary sewer connection plans to be submitted to the city.

- § 16-826 Contract to provide for maintenance of sewer.
- § 16-827 Engineering and inspection fees for sewer construction.
- § 16-828 Inspection by the city.
- § 16-829 Filing of original tracings of sewer plans.
- § 16-830 City not liable for sewer maintenance outside city boundaries.
- § 16-831 Sewer subject to regulations.
- § 16-832 Other municipalities' use of the Blanchard sanitary sewer system.
- § 16-833 Sewer connections outside city.
- § 16-834 Sewer service charge.
- § 16-835 Charges for extraneous flows.
- § 16-836 Annual review of sewer user charge rates.
- § 16-837 Record-keeping of sewer user charges.
- § 16-838 Annual notification of user charges.
- § 16-839 Billings; water re-sales.
- § 16-840 Billing for sewer service.
- § 16-841 Date of payment.
- § 16-842 Water deposits.
- § 16-843 Penalty for failure to pay.
- § 16-844 Inconsistent agreements.
- § 16-845 Surcharge for industrial users.

§ 16-801 DEFINITIONS OF TERMS.

1. *Biochemical oxygen demand (BOD)*. The term “biochemical oxygen demand (BOD)” shall mean the quantity of oxygen by weight, expressed in milligrams per liter (mg/l), utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees centigrade. The laboratory determination of BOD shall be made in accordance with procedures set forth in “standard analysis methods”.

2. *City*. The word “city” shall mean the city of Blanchard, Oklahoma, or any authorized person acting in its behalf.

3. *Chemical oxygen demand (COD)*. The term “chemical oxygen demand (COD)” shall mean a measure of the oxygen consuming capacity, expressed in milligrams per liter (mg/l), of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specific test. It does not necessarily correlate with biochemical oxygen demand (BOD). The laboratory determination of COD shall be made in accordance with procedures set forth in “standard analysis methods”.

4. *Collector*. The word “collector” shall mean a small diameter primary wastewater collector line for serving abutting properties.

5. *Control manhole.* The term “control manhole” shall mean a manhole giving access to a sewer line at some point before the sewer discharge mixes with other discharges in the public sewer.

6. *Domestic wastewater.* The term “domestic wastewater” shall mean water-borne wastes from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.

7. *Garbage.* The word “garbage” shall mean solid wastes and residue from the preparation, cooking and dispensing of food, and from the handling, processing, storage and sale of food products and produce.

8. *Industrial cost recovery.* The term “industrial cost recovery” shall mean the city’s recovery from the industrial users of the sanitary sewer system of the grant amount allocable to the treatment of waste from such users.

9. *Industrial cost recovery charge.* The term “industrial cost recovery charge” shall mean the charge, made on those persons who discharge industrial wastes into the city’s sanitary sewer system, for purposes of paying back their share of the federal grant allocable for providing capacity to treat such industrial wastes.

10. *Industrial cost recovery period.* The term “industrial cost recovery period” shall mean the period during which the grant amount allocable to the treatment of the wastes from industrial users is recovered from the industrial users of the sanitary sewer system. The industrial cost recovery period shall be thirty (30) years, or the useful life of the treatment works, whichever is less.

11. *Industrial user.* The term “industrial user” shall mean any non-governmental, non-residential user of a publicly-owned sanitary sewer system which discharges more than the equivalent of twenty-five thousand (25,000) gallons per day of normal domestic wastewater and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A. Agriculture, Forestry and Fishing.

Division B. Mining

Division D. Manufacturing.

Division E. Transportation, Communications, Electric, Gas and Sanitary Services.

Division I. Services.

12. *Industrial user permit.* The term “industrial user permit” shall mean the permit issued by the city to the industrial user for purposes of discharging industrial wastes into the sanitary sewer system.

13. *Industrial waste.* The term “industrial waste” shall mean water-borne solids, liquids or gaseous wastes resulting from and discharged, permitted to flow, or escaping from, any process of industry, manufacturing, trade or business from the development of any natural resource, or any mixture of these with water or domestic wastewater, or distinct from Blanchard domestic wastewater.

14. *Interceptor.* The word “interceptor” shall mean a medium-diameter sewer line which carries wastewater from collectors to a main.

15. *Main.* The word “main” shall mean a medium-to-large-diameter sewer line which carries wastewater from interceptors to the wastewater treatment plant.

16. *Milligrams per liter (mg/l).* The term “milligrams per liter (mg/l)” shall mean a weight-to-volume ratio; the milligram per liter value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

17. *Natural outlet.* The term “natural outlet” shall mean any outlet into a watercourse, ditch, lake or other body of surface or groundwater.

18. *Normal domestic wastewater.* The term “normal domestic wastewater” shall mean normal wastewater for the city of Blanchard, Oklahoma, in which the average concentration of suspended solids is established at two-hundred (200) milligrams per liter (mg/l); the average concentration of five (5) day BOD is established at two-hundred (200) milligrams per liter (mg/l); and the average concentration of oil and grease is established at one-hundred (100) milligrams per liter (mg/l).

19. *Oil and grease.* The term “oil and grease” shall mean all oils and greases found in normal domestic wastewater, excluding petroleum oil and grease.

20. *Operation and maintenance (O & M).* The term “operation and maintenance (O & M)” shall mean the expenditure incurred while following normal operating procedures for the treatment of wastewater, including expenditures incurred for the purpose of maintenance and replacement over the useful life of the wastewater treatment plant.

21. *Overload.* The word “overload” shall mean the imposition of organic or hydraulic loading on a treatment facility, in excess of its engineered design capacity.

22. *Person.* The word “person” shall mean any and all persons, including any individual, firm, company, industry, municipal or private corporation, association, governmental agency or other entity, and agents, servants or employees.

23. *Petroleum oil and grease.* The term “petroleum oil and grease” shall mean any oil and grease found in industrial waste originating from the exploration, production or refinement of petroleum resources.

24. *pH.* The term “pH” shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration, expressed in moles per liter.

25. *Private wastewater disposal facility.* The term “private wastewater disposal facility” shall mean a wastewater treatment facility owned, operated and maintained by a person other than the city of Blanchard, Oklahoma.

26. *Properly-shredded garbage.* The term “properly-shredded garbage” shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles shall be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than one-quarter inch (1/4”) in any dimension.

27. *Public sewer.* The term “public sewer” shall mean a sewer in which all owners of abutting property shall have equal rights and the use of which is controlled by public authority.

28. *Public works superintendent.* The term “public works superintendent” shall mean the public works superintendent of the city of Blanchard, Oklahoma, or any duly authorized representative.

29. *Replacement.* The word “replacement” shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance during the service life of the sanitary sewer system for which the system was designed and constructed. (The term “operation and maintenance” includes replacement).

30. *Sanitary sewer.* The term “sanitary sewer” shall mean a sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which storm, surface and groundwater or unpolluted wastes are not intentionally admitted.

31. *Sanitary sewer system.* The term “sanitary sewer system” shall include all sanitary sewer mains, interceptors, collectors, lateral lines and wastewater treatment plants, and all lines connected to the city’s sewer lines or treatment plants, whether owned by the city or not.

32. *Sewer.* The word “sewer” shall mean a pipe or conduit that carries wastewater.

33. *Sewer permit.* The term “sewer permit” shall mean a permit issued by the city to a user of the municipal sanitary sewer system for purposes of connecting to, and using, the city’s sanitary sewer system.

34. *Sewer user charge.* The term “sewer user charge” shall mean the charge made on all users of the sanitary sewer system for the cost of operation and maintenance of such system.

35. *Shall.* The word “shall” is mandatory; “may” is permissive.

36. *Slug.* The word “slug” shall mean any discharge of water, wastewater or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.

37. *Standard analysis methods.* The term “standard analysis methods” shall mean the examination and analytical procedures set forth in the latest edition at the time of analysis of “Methods for Chemical Analysis of Water and Wastes” as prepared by the Environmental Protection Agency’s Water Quality Control Laboratory, Cincinnati, Ohio, or other procedures set forth in the Federal Regulations, 40 CFR 136, Guidelines Establishing Test Procedures for the analysis of pollutants.

38. *Storm sewer.* The term “storm sewer” shall mean a sewer that carries storm and surface waters and drainage, but excludes domestic wastewater and polluted industrial wastes.

39. *Storm water.* The term “storm water” shall mean rainfall or any other form of precipitation.

40. *Surcharge.* The word “surcharge” shall mean the charge in addition to the “sewer user charge” which is made on industrial users whose wastes are greater in strength than the concentration values established as “normal domestic wastewater”.

41. *Suspended solids.* The term “suspended solids” shall mean solids that either float on the surface of, or in suspension in, water, wastewater or other liquids, and that are largely removable by a laboratory filtration device. The laboratory determination of suspended solids shall be made in accordance with procedures set forth in “standard analysis methods”.

42. *Unpolluted water or waste.* The term “unpolluted water or waste” shall mean water or waste containing none of the following: free or emulsified grease or oil, acids or alkalis, phenols or other substances imparting taste or odor to receiving water, toxic or poisonous substances in suspension, colloidal state or solution, and noxious or odorous gases. It shall contain no more than ten (10) milligrams per liter (mg/l) each of suspended solids and BOD. The color shall not exceed twenty (20) color units as measured by the platinum-cobalt method of determination as specified in “standard analysis methods”.

43. *User of the sanitary sewer system.* The term “user of the sanitary sewer system” shall mean the person having a contract for water service at a particular location, if the location has a sanitary sewer connection to the city’s system; if there is not a water contract on file, it shall mean the person who is charged with water bills for the location or who pays same; if a private water supply is used, it shall mean the proprietor of the location having the sewer connection.

44. *Wastewater.* The word “wastewater” shall mean a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments together with such ground, surface and storm water as may be present.

45. *Wastewater treatment plant.* The term “wastewater treatment plant” shall mean all facilities for collection, pumping, treatment and all city-owned facilities, devices and structures used for receiving wastewater, industrial waste and sludge from the city wastewater facility.

46. *Watercourse.* The word “watercourse” shall mean a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

§ 16-802 REIMBURSEMENT OF ASSESSMENT PAID BY CITY.

1. Whenever the construction cost of sanitary sewers has been or may be levied and assessed against the property abutting thereon, as provided by the laws of the state, and the city has paid or may be liable to pay such assessments in whole or in part from municipal funds, than any owner or occupant of any property abutting such sewers who makes application for permission to tap such sewers shall not be issued a permit unless he shall:

- a. Have paid to the city the amount of the assessments that have been paid by the city prior to issuance of the permit; and
- b. Agree in writing with the city that:
 - 1) Any unpaid or unmatured assessments levied against the property shall be or, or remain, a lien against the property so long as the assessments remain unpaid; and
 - 2) From the date of issuance of the permit, the unpaid assessments shall become and remain a lien in the same manner and form as is provided for in levying assessments against property abutting upon sewer collector lines under the laws of the state, as if the same had been originally levied under the laws of the state. Such lien shall remain in force and effect until the assessments shall be fully paid and satisfied as provided by the statutes relating to the construction of lateral sewers.
- 2. The property owner or occupant shall be required:
 - a. To pay the actual cost of the sewer properly chargeable to the abutting property, as provided under the laws of the state, and any interest that the city has been required to pay; and
 - b. To assume the payment of interest on outstanding and unpaid assessments.
- 3. Upon payment to the city of the assessment, a permit may be issued to the owner or occupant to tap and use the sanitary sewer in the manner provided herein relating to such connections.

§ 16-803 PERMIT AND INSPECTION REQUIRED FOR SEWER CONNECTION.

- 1. No person shall make or attempt to make any such sewer connection:
 - a. Without first obtaining a sewer permit as provided for in §16-802.
 - b. Until the sewer connection has been property inspected as provided in this article.
- 2. If a sewer connection is made without a sewer permit and without inspection, said connection shall be closed and disconnected from the sewer by

order of the city of Blanchard, Oklahoma, and the Blanchard Municipal Improvement Authority (BMIA).

§ 16-804 CONNECTIONS TO COLLECTORS ONLY.

No private sewer connection, whether within or beyond the city limits, shall be made to any sewer line directly or indirectly connected with the municipal sanitary sewer system other than to a collector constructed to serve the private premises in question, except by special contract approved by the city of Blanchard, Oklahoma, and the Blanchard Municipal Improvement Authority (BMIA).

§ 16-805 CONNECTIONS TO MAINS OR INTERCEPTORS.

Whenever mains or interceptors have been constructed, and the city has paid charges in whole or in part out of municipal funds, other than those charges provided for in §16-802 herein, and when any owner or occupant of any property abutting the sanitary sewer main or interceptor makes application for connecting a private line with the sewer, no permit shall be issued until the owner or occupant has paid the city an amount equal to that which he would have been requested to pay for a collector so constructed. The amount to be charged for such connections to mains or interceptors shall be ascertained by the city.

§ 16-806 SEWER COSTS FOR PRIVATE DEVELOPMENTS.

Sanitary sewer mains or interceptors, either serving or within new subdivisions, shall be constructed of sufficient size and capacity to accommodate the anticipated conditions resulting from gravity flow from or to any mains or interceptors intended to serve the subdivision and any property that may be connected into the mains or interceptors at any future date.

§ 16-807 CONNECTION TO PUBLIC SEWER REQUIRED.

The owners of all lots lying alongside or abutting upon any alley or street upon which a collector of the municipal sanitary sewer system is now, or in the future will be laid, shall connect in accordance with the provisions of this chapter, all water closets, urinals, sinks or other places where refuse, slops, wastewater or domestic wastewater of any kind if accumulated or deposited, within thirty (30) days after date of official notice to do so; provided, that, the public sewer is located in an easement abutting the property and further provided, that, if a private wastewater disposal facility is, in the opinion of the Oklahoma State Department of Health, functioning in a manner that is safe to the health and safety of the public, the private wastewater disposal facility may be allowed to continue so long as the facility continues to be operated and maintained in a safe condition.

§ 16-808 CONNECTIONS WITH STORM SEWERS OR NATURAL OUTLETS.

It shall be unlawful to deposit or discharge any wastewater, industrial waste, other polluted waters or liquids on public or private property, in or adjacent to any natural outlet or watercourse, or in any storm sewer within the city, or in any area under the jurisdiction of the city of Blanchard, Oklahoma, without the approval of the Oklahoma State Department of Health and the Environmental Protection Agency (EPA).

§ 16-809 PROHIBITED DISCHARGES.

1. No person shall discharge, or cause to be discharged, any storm water, groundwater, roof runoff, subsurface drainage, or any water from downspouts, yard drains, yard fountains and ponds, septic tanks or lawn sprays, into any sanitary sewer. Water from swimming pools, boiler drains, blow off pipes or cooling water from various equipment may be discharged into the sanitary sewer by an indirect connection so the discharge can be pre-cooled, if required, and flows into the sanitary sewer at a rate not to exceed the capacity of the sanitary sewer; provided, that, the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed by this article; and provided, that, the water from an air-conditioning or cooling unit shall in no event exceed one-tenth (0.10) gallon per minute, per ton capacity of the unit. Dilution of any waste discharged to the municipal sanitary sewer system is prohibited, whether accomplished by the combination of two (2) or more waste streams or by the addition of other liquids solely for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations. Any new connections from inflow sources into the sanitary sewer portions of the municipal sanitary sewer system shall be prohibited.

2. No person shall discharge, or cause to be discharged, any of the following described waters, wastes, liquids, substances or materials into any public sanitary sewer:

- a. Any gasoline, kerosene, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases;
- b. Solids or viscous substances in quantities or sizes that will not pass through a one-quarter (0.25) inch screen capable of obstructing flow in sanitary sewers, or other interference with the proper operation of the municipal sanitary sewer system including, but not limited to, ash, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, rubber, un-ground garbage, animal grease or oil, whole blood, paunch manure, hair, mean fleshings, entrails, bones, hooves, toenails, bristles, horns, chicken feet or heads (or of other fowls), yeast, spent grain, hops, whey, whole or

separated milk, paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders, or lime slurry, lime residue, slops, chemical residues, paint residues, fiberglass or bulk solids;

- c. Any noxious or malodorous substance which can form a gas, which either singly or by interaction with other wastes, is capable of causing objectionable odors or hazard to life and/or property, which forms solids in concentrations exceeding limits established herein or creates any other condition deleterious to structures or treatment processes, or requires unusual facilities, attention or expense to handle such materials; or
- d. Any waters or wastes having a pH lower than five and one-half ($5\frac{1}{2}$) or higher than ten and one-half ($10\frac{1}{2}$), or containing any chemical or corrosive property that is hazardous or capable of causing damage to structures, equipment or personnel of the municipal sanitary sewer system.

§ 16-810 INDUSTRIAL AND HARMFUL WASTES PROHIBITED IN SANITARY SEWERS.

No person shall discharge, or cause to be discharged, the following substances, materials, waters or wastes if it appears likely in the opinion of the city of Blanchard, Oklahoma, that such substances or wastes can harm or interfere with either the sewers, sewage treatment process or equipment, have an adverse effect on the natural outlet, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming an opinion as to the acceptability of the wastes, the city will give consideration to factors including the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant and other pertinent factors. The prohibited substances are:

1. Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit or sixty-five (65) degrees centigrade;
2. Any water or waste containing fats, wax, grease or oils, whether emulsified or not, or other substances that may solidify or become viscous at temperatures above thirty-two (32) degrees Fahrenheit, or sixty-five (65) degrees centigrade;
3. Any garbage that has not been properly shredded; the installation and operation of any garbage grinder equipped with a motor of three-fourths ($\frac{3}{4}$) horsepower or greater shall be subject to the review and approval of the city;

4. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions, whether neutralized or not;

5. Any waters or wastes containing obnoxious, toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create any hazard in the receiving waters of the wastewater treatment plant, or interfere with the beneficial use of the sludge, including, but not limited to:

a. Concentrations of the following, greater than the milligram per liter (mg/l) amounts indicated below:

<u>Element</u>	<u>mg/l</u>	<u>Element</u>	<u>mg/l</u>
Aluminum	0.01	Cyanide	1.0
Arsenic	0.05	Iron	0.3
Barium	5.0	Lead	0.1
Beryllium	0.01	Manganese	0.2
Bismuth	0.50	Mercury	0.002
Boron	1.0	Molybdenum	1.0
Cadmium	0.01	Nickel	0.2
Chromium	0.05	Phenol	0.001
(hexa)		(receiving stream)	
Chromium	5.0	Selenium	0.02
(tri)			
Cobalt	0.05	Silver	0.05
Copper	0.2	Zinc	2.0

b. All other heavy metals and toxic substances, including but not limited to the following, shall be excluded from the wastewater system unless a permit specifying the conditions of pre-treatment, concentrations, volumes, etc., is obtained from the city: pesticides, rhenium, strontium, tellurium, herbicides, fungicides or any other fluoride other than that in the public water supply;

c. Any substance causing chemical oxygen demand (COD).

6. Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits that may be established by the city as necessary, after treatment of composite wastewater, to meet the requirements of the state, federal or other public agencies for such discharge to a natural outlet;

7. Any radioactive wastes or isotopes of such half-life concentration as may exceed limits established by the city in compliance with applicable state or federal regulations;

8. Materials that cause:

- a. Excessive discoloration (including dye wastes and vegetable tanning solutions);
- b. Unusual biochemical oxygen demand (BOD), suspended solids or oils and grease greater than the amounts established for “normal domestic wastewater”, as defined herein;
- c. Unusual volume of flow or concentration of wastes constituting “slugs” (as defined herein) shall be regulated to equalize the flow and/or concentration to levels acceptable to the city if such waste can damage the collection facilities, impair the treatment process, incur treatment costs exceeding those for normal domestic wastewater, or render the waste unfit for stream disposal and industrial use;

9. Waters or wastes containing substances that are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;

10. Except in quantities or concentrations, or with provisions as stipulated herein, it shall be unlawful for any person or corporation to discharge water or wastes to the sanitary sewer that:

- a. Can deposit grease or oil in the sewer lines in such a manner as to clog the sewers;
- b. Can overload skimming or grease handling equipment;
- c. Are not amenable to bacterial action, and will, therefore, pass to the receiving waters without being affected by normal wastewater treatment processes; or
- d. Can have a deleterious effect on the treatment process due to excessive quantities.

11. Any water or wastes having concentrations as follows:

- a. Five (5) day BOD concentration in excess of two-hundred (200) milligrams per liter (mg/l);
- b. Suspended solids concentration in excess of two-hundred (200) milligrams per liter (mg/l);
- c. Oil and grease concentration in excess of one-hundred (100) milligrams per liter (mg/l); or
- d. COD concentration in excess of one-thousand (1000) milligrams per liter (mg/l).

12. Where necessary, in the opinion of the city, the owner shall provide and operate at his own expense, such pre-treatment as may be required to reduce the BOD, suspended solids or oil and grease to meet the above requirements;

13. The municipal sanitary sewer system shall be used, whenever such system is available, by all persons discharging any wastewater, industrial waste or other polluted liquids, unless an exception is granted by the city.

§ 16-811 INDUSTRIAL WASTES; HANDLING OF HARMFUL WASTES.

1. If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, that contain the substances or possess the characteristics enumerated in §§16-809 and 16-810 herein, and that in the judgment of the city may have a deleterious effect upon the wastewater works, processes, equipment or the natural outlet, or that otherwise create a hazard to life or constitute a health hazard or public nuisance, the city may:

- a. Reject the wastes;
- b. Require pre-treatment to an acceptable condition for discharge to the public sewers;
- c. Require control over the quantities and rates of discharge; and/or
- d. Require an agreement to treat such wastes; said agreement shall remain in effect for a period of one year and shall be renewable at the discretion of the city, (payment to cover the cost of handling and treating the wastes shall be under the provisions of this article).

2. If the city permits the pre-treatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the city and subject to the requirements of all applicable codes, ordinances and laws.

§ 16-812 PERMIT REQUIRED FOR INDUSTRIAL CONNECTIONS.

Any person applying to the city for a permit to make any connection for industrial wastes shall furnish the following information:

1. A plot of the property showing accurately all existing sanitary sewers and storm drains;
2. Plans and specifications, approved by a professional engineer, licensed to practice in the state of Oklahoma, covering any work proposed to be performed under the permit;
3. A complete schedule of all process waters and industrial wastes produced or expected to be produced at the property, including a description of the character of each waste, the daily volume and maximum rates of discharge and representative analyses;
4. The name and address of the firm who will perform the work covered by the permit; and
5. A completed application for a permit to discharge industrial waste submitted to the city.

§ 16-813 INFORMATION AND COOPERATION OF INDUSTRIAL USERS.

Industrial users shall cooperate at all times with the city in inspecting, sampling and studying of the industrial wastes and any facilities provided for pre-treatment. The industrial user shall also furnish any additional information relating to the installation or use of the industrial sewer as may be requested by the city and shall operate and maintain any waste pre-treatment facilities as may be required as a condition of the acceptance into the public sewer of the industrial wastes involved, in an efficient manner at all times and at no expense to the city. The user shall notify the city immediately in the event of any accident or other occurrence that occasions discharge to the public sewers of any wastes or process waters not covered by agreement and permit.

§ 16-814 GREASE, OIL AND SAND INTERCEPTORS; EXCEPTION.

1. Grease, oil and sand interceptors shall be provided when, in the opinion of the city, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients, consistent with the requirements of chapter 4 of this code of ordinance.
2. Interceptors shall not be required for private living quarters or dwelling units.

3. All interceptors shall be of a type and capacity approved by the city and shall be located so as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be constructed under the supervision of the city and shall be maintained by the owner, at his expense, in a continuously efficient operation at all times.

§ 16-815 CONTROL MANHOLE; METERS.

Where required by the city, an industrial user shall install a suitable control manhole together with such necessary meters and other appurtenances in its sewer line at some point before the sewer discharge mixes with other discharges in the public sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the city. The manhole shall be installed by the owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

§ 16-816 CONDITIONS FOR INDUSTRIAL USER PERMITS.

1. No industrial user, now so doing, shall deposit or discharge any industrial waste into any sanitary sewer that leads to any of the city's treatment plants, or deposit or discharge any waste stipulated in §§16-809 and 16-810 herein, without first completing an application for an industrial user permit.

2. Existing industrial users shall be issued permits after the following conditions are met:

- a. Formal application is submitted on a form issued by the city within sixty (60) days after the effective date of this chapter;
- b. Where applicable, plans and specifications for pre-treatment facilities have been approved by the city; and
- c. All requirements for agreements or arrangements have been complied with, including, but not limited to, provisions for:
 - 1) Payment of sewer user charges, surcharges and industrial cost recovery charges as required;
 - 2) Installation and operation of pre-treatment facilities, where applicable;
 - 3) Sampling and analysis to determine quantity and strength of wastes, following procedures as stipulated herein; and

- 4) Provision of a control manhole subject to the provisions of this article, and subject to the approval of the city.
3. New industrial users shall be issued permits after the following conditions are met:
- a. Formal application is submitted on a form issued by the city;
 - b. Where applicable, pre-treatment facilities and/or flow regulating devices approved by the city have been installed; and
 - c. All requirements for agreements or arrangements have been complied with, including, but not limited to, provisions for:
 - 1) Payment of sewer user charges, surcharges and industrial cost recovery charges as required;
 - 2) Sampling and analysis to determine quantity and strength of wastes, following procedures as stipulated herein;
 - 3) Provision of a control manhole subject to the provisions of this article, and subject to approval of the city;
 - 4) Upon receipt of an industrial user permit granted under this section, each industrial user shall submit to the city, and each three (3) months thereafter for one year, a report of the contents of the wastewater being discharged into the public sewer system. Thereafter, each industrial user shall report biennially, or more often if directed to do so by the city; these reports shall be in such form and contain such information as the city may require; the industrial user shall grant the city access to the facilities for purposes of verifying the user's reports; and
 - 5) Industrial user permits granted under this section shall be issued for a period of twenty-four (24) months and shall be renewable, provided the user complies with all requirements of this article, including the payment of all applicable sewer user charges, industrial user surcharges and industrial cost recovery charges.

§ 16-817 ISSUANCE AND RENEWAL OF INDUSTRIAL USER PERMITS.

1. The city shall issue and renew industrial user permits for any person, firm or establishment discharging any industrial waste into any sanitary sewer which leads to any of the city's wastewater treatment plants.

2. A certified biennial report prepared by an industrial user's approved laboratory, or an independent testing laboratory employed by the industrial user and approved by the city, shall be submitted to the city certifying that there have been no changes in operational procedures, flow rates, BOD, suspended solids or oil and grease values, or if there have been such changes, furnishing the information thereof in such detail as may be required by the city. Failure to submit such report shall constitute cause for the suspension or revocation of the industrial user permit. Any significant changes in the flow rate, BOD and suspended solids values or other characteristics of the industrial waste being discharged, shall be reported to the city by the industrial user within thirty (30) days of such changes.

§ 16-818 MEASUREMENTS, TESTS AND ANALYSES OF WASTES.

1. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the procedures set forth in "Standard Methods for the Analysis of Water and Wastes", and shall be determined at the control manhole provided or upon suitable samples taken at said control manhole. Samples for laboratory analysis shall be flow proportional, composite samples.

2. For purposes of reporting wastewater characteristics required under this section, the determination of flow, BOD, suspended solids and any other pollutants shall be made by an independent firm or laboratory approved by the City. The time of selection of the sample shall be at the sole discretion of the city, but at least on a biennial basis for the purpose of determining the industrial wastewater contribution to the municipal sanitary sewer system.

§ 16-819 NOTICE TO CEASE VIOLATIONS.

Any person found to be violating any provision of this article shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

§ 16-820 DAMAGE CAUSED BY PROHIBITED DISCHARGE.

Any industrial user who discharges, or causes the discharges of, prohibited wastewaters that cause damage to the City's treatment facilities, detrimental effects on treatment processes, or any other damage resulting in costs to the City, shall be liable for all damages occasioned thereby.

§ 16-821 REQUEST FOR RECONSIDERATION.

1. Any user, permit applicant or permit holder affected by any decision, action or determination, including cease and desist orders, made by the city, interpreting or implementing the provisions of this article or in any Permit issued herein, may file with the city written request for reconsideration within fifteen (15) days of such decision, action or determination, setting forth in detail the facts supporting the user's request for reconsideration. Upon receipt of such request for reconsideration, a designated representative of the city shall set a time and place to meet with the person and shall give the petitioner written notice thereof. The hearing shall be commenced within not more than fifteen (15) days after the day on which the petition is filed; provided, that, upon the application of the petitioner, the date of the hearing may be postponed for a reasonable time beyond such fifteen (15) day period, and in the judgment of the city, the petitioner has submitted a good and sufficient reason for such postponement.

2. At such hearing, the city may sustain, modify or withdraw the notice, depending upon its findings as to whether the provisions of this article and the rules and regulations adopted pursuant thereto have been complied with. If the city sustains or modifies such notice, it shall be deemed to be a final order.

§ 16-822 FALSIFYING OF INFORMATION.

Any person who knowingly makes any false statements, representation, record, report, plan or other document filed with the city or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article is hereby declared to be in violation of this Article and subject to the penalties imposed under §8-301 of this code of ordinances.

§ 16-823 REQUIREMENTS FOR DESIGN AND CONSTRUCTION OF SEWER LINES.

The size, slope, alignment, materials of construction of a sewer line, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling of the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city. In the absence of code provisions or amplifications thereof, the materials and procedures set forth in the appropriate specifications of the A.S.T.M. and Oklahoma State Department of Health shall apply.

§ 16-824 CONNECTING SEWERS OUTSIDE CITY LIMITS TO COMPLY WITH CITY STANDARDS.

No sanitary sewer constructed outside the city boundaries, the flow of which is discharged or is to be discharged into the sanitary sewer system of the

city of Blanchard, Oklahoma, shall be connected with the sanitary sewer system of the city unless such sanitary sewer shall have been constructed in compliance with all the terms of this article.

§ 16-825 SANITARY SEWER CONNECTION PLANS TO BE SUBMITTED TO THE CITY.

1. Whenever it is proposed to construct any sanitary sewer outside city boundaries and connect with the sanitary sewer system of the city, the complete plans, specifications and estimate of costs of such sewer shall be submitted to the city.

2. If the city finds from an examination of such plans and specifications that the proposed sanitary sewer complies with the laws of this state and that the design of the sewer is such that it will be practical to connect the same with the sanitary sewer system of the city, then the construction of such system shall be authorized.

§ 16-826 CONTRACT TO PROVIDE FOR MAINTENANCE OF SEWER.

Prior to the authorization provided in this article, the person desiring to construct said sewer shall enter into a contract with the city to provide for the operation and maintenance (O&M) of such sewer for such period as it remains beyond the city boundaries.

§ 16-827 ENGINEERING AND INSPECTION FEES FOR SEWER CONSTRUCTION.

1. For any sanitary sewer to be hereafter construction outside the city boundaries, if such sewer is to be connected directly or indirectly with the sanitary sewer system of the city, then an inspection and engineering fee shall be paid to the city clerk-treasurer at the time of the submission of the plans and specifications of such sewer to the city.

2. Such fee shall be an amount based on the estimated cost of such construction and inspection and shall be computed as provided for in the general schedule of fees approved by the city council.

§ 16-828 INSPECTION BY THE CITY.

1. Whenever the owner of a proposed sanitary sewer shall commence the construction of such sewer, he shall notify the city, and the city shall periodically perform inspections during the construction of such sanitary sewer.

2. Such inspector shall see that such sewer is constructed in compliance with the laws of this State, and in accordance with the plans and specifications as approved by the city.

3. When such sewer is completed, if the city finds that such sewer has been in all respects constructed as provided for in this chapter, and that all fees as provided for in this chapter have been paid, then the city, upon the request of the owner of such sewer, shall authorize the connection of such sewer with the sanitary sewer system of the city.

§ 16-829 FILING OF ORIGINAL TRACINGS OF SEWER LINES.

Upon completion, final acceptance by the city and the connection of such sewer with the sanitary sewer system of the city, the original tracings of all plans and profiles for the construction of such sanitary sewer shall be corrected by the engineer who prepared the same to show such sewer as it is actually built, and copies of all of such original tracings of the plans and profiles shall be filed with the city.

§ 16-830 CITY NOT LIABLE FOR SEWER MAINTENANCE OUTSIDE CITY BOUNDARIES.

The city shall assume no liability or obligation for the operation and maintenance of the sanitary sewer system as long as the district served by such sewer remains outside the city boundaries.

§ 16-831 SEWER SUBJECT TO REGULATIONS.

After the sewer has been connected with the sanitary sewer system of the city, all the terms of this article shall be in full force and effect and shall apply to all persons in the district served by such sanitary sewer.

§ 16-832 OTHER MUNICIPALITIES' USE OF THE BLANCHARD SANITARY SEWER SYSTEM.

1. When the sanitary sewer that is proposed to be connected to the sanitary sewer system of the city of Blanchard, Oklahoma, is to be constructed by an incorporated city or town, such city or town shall have the option of using the engineering and inspection services of the city of Blanchard, Oklahoma, upon payment of the fees provided for herein, or such city or town may provide its own engineering and inspection services.

2. If the city or town elects to provide its own engineering and inspection services, then such engineering and/or inspection shall be performed by a registered professional engineer, and the construction shall be equal to the standard specifications of the city of Blanchard, Oklahoma.

§ 16-833 SEWER CONNECTIONS OUTSIDE CITY.

1. No person shall connect, or authorize to be connected, any premises that are located outside the city limits to, or with, any sanitary sewer that shall connect directly or indirectly with the sanitary sewer system of the city, without first obtaining a special sewer connection permit.

2. Any person desiring to obtain a special sewer connection permit shall make application to the city and furnish a detailed plan of the desired connection. After inspection of the plan and existing sewer facilities, the application will be presented to the city council. Special sewer connection permits shall be issued only with the approval of the city council.

3. Upon approval by the city council of the issuance of the permit the applicant therefore shall first pay to the city clerk-treasurer the fee as prescribed in the general schedule of fees approved by the city council.

§ 16-834 SEWER SERVICE CHARGE.

For the purpose of providing funds for the operation and maintenance (O&M) of the municipal sewer system, each respective user who does not discharge wastes prohibited by §§16-809 and 16-810, shall pay a sewer service charge as established by the most recent adopted sewer user charge provisions.

Cross Reference: see §16-304, this code of ordinances.

§ 16-835 CHARGES FOR EXTRANEEOUS FLOWS.

Operation and maintenance (O&M) costs for extraneous flows not directly attributable to users (i.e. infiltration/inflow) shall be proportionately distributed among all users of the sanitary sewer system on the same basis as operation and maintenance charges.

§ 16-836 ANNUAL REVIEW OF SEWER USER CHARGE RATES.

The basis for determining the sewer user charge rates shall be reviewed at least annually and shall be adjusted as necessary to reflect any increase or decrease in wastewater treatment costs based on the immediately preceding years' experience.

§ 16-837 RECORD-KEEPING OF SEWER USER CHARGES.

A record-keeping system shall be established and maintained by the city manager to document compliance with federal regulations pertaining to the sewer user charge system. The system shall include the following:

1. The original user charge system and all documentation related thereto;
2. All revisions to the user charge system and all related documentation;
3. Annual O&M costs for the municipal sewer system;
4. Unit O&M costs for treatment of BOD, suspended solids and oil and grease;
5. Names and addresses for industrial users of the municipal sewer system; and
6. Percentage rate of water used, as determined by the city, for purposes of computing sewer user charges, and any revisions related thereto.

§ 16-838 ANNUAL NOTIFICATION OF USER CHARGES.

Each user of the municipal sewer system shall be notified by the city, at least annually, and in conjunction with a regular bill, of the rate and that portion of the sewer user charge which is attributable to wastewater treatment services.

§ 16-839 BILLINGS; WATER RE-SALES.

If water is sold by the city and metered to a person for re-sale to water consumers who are users of the city sanitary sewer system, such first purchaser shall be responsible to the city for the billing and collecting of all sewer user charges of said consumers and shall account to the city for all such sewer user charges at the time such first purchaser pays his water bill.

§ 16-840 BILLING FOR SEWER SERVICE.

Billings for sewer service shall be rendered at the same time and on the same bills issued for water service, but shall be shown as a separate item from the charge for water.

§ 16-841 DATE OF PAYMENT.

The sewer user charge shall be due and payable from and after the date on the bill on which such charge is shown. Payment shall be made to the authorized collector, but the authorized collector shall not accept payment for any sewer user charge without payment of the water bill on which said charge are shown, nor shall payment be accepted on any water bill without payment also of any sewer user charge shown thereon.

§ 16-842 WATER DEPOSITS.

All deposits made by users of city water, as required by ordinance to guarantee payment of water bills, may also be applied to pay delinquent or defaulting sewer user charges of the user who made the deposit.

§ 16-843 PENALTY FOR FAILURE TO PAY.

Failure to pay a sewer user charge in accordance herewith shall be cause for discontinuing and disconnecting either the sewer connection or water connection, or both.

§ 16-844 INCONSISTENT AGREEMENTS.

The user charge system shall take precedence over any terms or conditions of agreements or contracts, between the city and users of the sanitary sewer system, which are inconsistent with the requirements of the user charge system.

§ 16-845 SURCHARGE FOR INDUSTRIAL USERS.

1. If the city determines that an industrial waste is acceptable for admission to the municipal sanitary sewer system, under the discretionary powers given in this article, the industrial user shall be charged and assessed a surcharge, in addition to any sewer user charges, if these wastes have concentrations greater than normal domestic wastewater, as defined in §16-801.

2. The industrial user's surcharge shall be calculated by the following formula:

$$C_s = (B_c (B) + S_c (S) + P_c (P) + D_c (D) + O_c (O) V_u$$

Where:

C_s = Industrial user's monthly surcharge for wastewaters of excessive strength.

B_c = O&M cost for treatment of a pound of biochemical oxygen demand (BOD).

B = Concentration of BOD from an industrial user above 200 mg/l in pounds per million gallons.

S_c = O&M cost for treatment of a pound of suspended solids.

S = Concentration of suspended solids from an industrial user above 200 mg/l in pounds per million gallons.

- P_c = O&M cost for treatment of a pound of oil and grease.
- P = Concentration of oil and grease from an industrial user above 100 mg/l in pounds per million gallons.
- D_c = O&M cost for treatment of a pound of chemical oxygen demand (COD).
- D = Concentration of COD from an industrial user in pounds per million gallons.
- O_c = O&M cost for treatment of a pound of petroleum oil and grease.
- O = Concentration of petroleum oil and grease from an industrial user in pounds per million gallons.
- V_u = Industrial user's wastewater contribution, in millions of gallons per month.

Unit costs shall be calculated as follows:

$$B_c = \frac{C_t}{B_t}$$

$$S_c = \frac{C_t}{S_t}$$

$$P_c = \frac{C_t}{P_t}$$

Where:

C_t = Portion of annual O&M cost of wastewater treatment plant attributable to BOD.

C_t = Portion of annual O&M cost of wastewater treatment plant attributable to suspended solids.

C_t = Portion of annual O&M cost of wastewater treatment plant attributable to oil and grease.

C_t = Portion of annual O&M cost of wastewater treatment plant attributable to COD.

C_t = Portion of annual O&M cost of wastewater treatment plant attributable to petroleum oil and gas.

B_t = Annual total BOD loading to the wastewater treatment plant in pounds.

S_t = Annual total suspended solids loading to the wastewater treatment plant in pounds.

P_t = Annual oil and grease loading to the wastewater treatment plant in pounds.

D = Annual total COD loading to the wastewater treatment plant in pounds.

O_t = Annual total petroleum oil and grease loading to the wastewater treatment plant in pounds.

3. When total suspended solids, BOD, oil and grease, and/or any other pollutant, including toxic pollutants, of water or waste accepted for admission to the city sanitary sewer system exceeds the values of these constituents for normal domestic wastewater, causing an increase in the cost of managing the effluent or sludge of the treatment works, the industrial user shall pay the industrial user surcharge in addition to any sewer user charges.

4. If an industrial user's wastewater flow is measured by a recording meter of a type approved by the city, and if such industrial user maintains such device in a proper condition to accurately measure such flow, then the industrial user's monthly wastewater contribution (V_u), in thousands of gallons, shall be that volume measured by the recording device.

ARTICLE 9

MISCELLANEOUS PROVISIONS.

§ 16-901 Turning on utilities.

§ 16-902 No service connection until bills have been paid; cut-offs.

§ 16-903 Customers to keep service pipes in good repair.

§ 16-904 City not responsible for utility interruption.

§ 16-905 Municipal personnel may inspect private premises.

§ 16-906 Interference with fire hydrants; damage of utility system.

§ 16-907 Construction cost reimbursement for certain utility trunk lines, water towers, lift stations and other utility system improvements.

§ 16-901 TURNING ON UTILITIES.

1. It shall be unlawful for any person to turn the utility on to any premises from any municipal utility system, without written permission of the city clerk-treasurer. Utilities shall not be turned on until any and all deposits

and charges have been paid. The city clerk-treasurer shall see that the utility is turned on when all requirements for service have been complied with.

2. When a utility has been turned off by municipal personnel, it shall not be turned on again without written permission of the city clerk-treasurer.

§ 16-902 NO SERVICE CONNECTION UNTIL BILLS HAVE BEEN PAID; CUT-OFFS.

1. A person owing delinquent municipal utility bills or other charges in connection with any municipal utility system shall not be extended additional services until such bills and charges have been paid.

2. Utilities may be cut off and service discontinued for any of the following reasons:

a. Violation of any ordinance provision relating to any utility or service system, or violation of any ordinance provision or any provision of a code adopted by reference, relating to water and sanitary plumbing or electrical installations, as the case may be, or

b. Failure to pay a utility bill or other proper charge made in connection with the utility system by the time specified by ordinance.

3. A particular service may be cut off for any act or omission in regard to the abuse of another system or service, which jeopardizes the public health or safety, creates a public nuisance, or interferes with the rights of others.

4. The city reserves the right to cut off or reduce any utility or service to any customer when necessary to conserve water, to protect life or property, or to repair or improve the system.

§ 16-903 CUSTOMERS TO KEEP SERVICE PIPES IN GOOD REPAIR.

All customers using municipal utilities shall keep their service pipes and other apparatus in good repair and in proper operation, and shall not unnecessarily waste water nor contribute to unsanitary conditions.

§ 16-904 CITY NOT RESPONSIBLE FOR UTILITY INTERRUPTION.

The city shall not be responsible for any damages due to stoppage or interruption of any utility or service.

§ 16-905 MUNICIPAL PERSONNEL MAY INSPECT PRIVATE PREMISES.

Personnel in the service of the city of Blanchard, Oklahoma, may enter any private premises served by municipal utilities at any reasonable time, and inspect the pipe, fixtures and/or wiring on the premises.

§ 16-906 INTERFERENCE WITH FIRE HYDRANTS; DAMAGE OF UTILITY SYSTEM.

1. It shall be unlawful for any person, unless duly authorized, to open, turn on or off, interfere with, attach any pipe or hose to, or connect anything with, any fire hydrant belonging to the city of Blanchard, Oklahoma.

2. It shall be unlawful for any person to, in any manner, obstruct access to any fire hydrant by placing around or thereon brick, lumber, dirt or any other thing.

3. It shall be unlawful for any person to damage, destroy or tamper with any pipes, lines, meters or other equipment or property which is a part of a Municipal utility system.

§ 16-907 CONSTRUCTION COST REIMBURSEMENT FOR CERTAIN UTILITY TRUNK LINES, WATER TOWERS, LIFT STATIONS AND OTHER UTILITY SYSTEM IMPROVEMENTS.

1. Any person who elects to construct a utility trunk line, water tower, lift station or appurtenances thereto, as defined in this section, shall be eligible to receive reimbursement for a portion of the costs of construction of the utility trunk line, water tower, lift station or appurtenances thereto in a negotiated amount not to exceed ninety percent (90%) of the cost of the utility trunk line.

2. The term "recoupment eligible improvements" is hereby defined as:

a. a water or sewer utility main located in public easements or on city owned property connecting an existing main utility line of the Blanchard Municipal Improvement Authority to water or sewer lines located within an existing subdivision or a proposed subdivision;

b. a water tower or lift station or other improvement appurtenant thereto that the Blanchard Municipal Improvement Authority determines is beneficial to property other than just the property being developed by the person constructing the improvement;

c. The term "recoupment eligible improvements" shall exclude water or sewer lines, water towers or lift stations or other appurtenances located within a subdivision or proposed subdivision unless such

internal water or sewer line, water tower, lift station or other appurtenance is upsized at the request of the Blanchard Municipal Improvement Authority to allow the improvement to benefit property other than just the property being developed by the person constructing the improvement.

3. To be eligible for reimbursement for a portion of the costs of construction of recoupment eligible improvements ("REI") the person constructing the REI shall, prior to the construction of the REI, submit plans for the construction of said REI together with plans for all water and sewer improvements and appurtenances that said person proposes to be located in the subdivision or proposed subdivision being developed by the person constructing the REI.

4. Prior to the commencement of construction, the person desiring to construct the REI shall obtain written approval of the city of Blanchard and the Blanchard Municipal Improvement Authority of the REI design and construction, including size and location of the REI. The approval required by this section shall be in addition to and not in lieu of approval required by other sections and provisions of the code of the city of Blanchard, the subdivision regulations for the city of Blanchard and any other requirements or regulations of the city of Blanchard or the Blanchard Municipal Improvement Authority.

5. Prior to the written approval of the city of Blanchard and the Blanchard Municipal Improvement Authority, the person constructing the REI shall enter into a written agreement between the Blanchard Municipal Improvement Authority and the city of Blanchard outlining the specific conditions for reimbursement.

6. Under no circumstances shall the city of Blanchard or the Blanchard Municipal Improvement Authority be liable to any person for failure to comply with the terms of an agreement entered into pursuant to this ordinance.

7. Reimbursements for REI construction costs will be made from impact fees collected from parties benefiting from the construction of the REI.

8. No person shall be entitled to any reimbursement for any REI construction costs more than fifteen (15) years after the dedication of the REI to the Blanchard Municipal Improvement Authority.

9. The city of Blanchard and the Blanchard Municipal Improvement Authority shall maintain in its permanent files a full and complete description of all REI constructed pursuant to this section. The permanent files and records of the City of Blanchard shall include a copy of the agreement between the Blanchard Municipal Improvement Authority, the city of Blanchard and the person constructing the REI pursuant to this ordinance. The records with regard the each REI constructed pursuant to this § shall include the date dedication of the REI and

the total cost of the REI as evidenced by the sworn statement of the person constructing same.

10. The city of Blanchard and the Blanchard Municipal Improvement Authority shall clearly note upon its municipal utility maps the existence of all REI constructed pursuant to this ordinance and shall maintain such clear designation for a period of fifteen (15) years from the date of the dedication of said REI.

11. The written agreement between the person constructing REI and the city of Blanchard and The Blanchard Municipal Improvement Authority shall address the conditions and amounts of reimbursement to which the person is entitled. No construction shall begin until such agreement has been fully approved and executed by all parties.

12. No property owner or developer shall be compelled to install REI, however, the city of Blanchard and the Blanchard Municipal Improvement Authority shall not be compelled to allow any person to use its public easements or rights of way for the installation of utilities.

13. Any REI constructed pursuant to this ordinance shall be dedicated to the city of Blanchard and the Blanchard Municipal Improvement Authority immediately upon its completion and the construction of said REI shall be in compliance with all federal, state and municipal statutes, ordinances and regulations.

14. No property owner or developer shall be compelled to connect to an REI constructed pursuant to this ordinance, however, any such connection made within fifteen (15) years of the dedication of said REI shall require the imposition of an impact fee in such amount and under such conditions as set forth in the negotiated agreement between the city of Blanchard, The Blanchard Municipal Improvement Authority and the person constructing the REI pursuant to this ordinance. In addition to the imposition of said impact fee, the city shall also assess other fees, including Connection Fees to recover the city's costs for said connection. [Ord. No. 2006-29, 10/10/2006]

ARTICLE 10

PENALTY

§ 16-1001 Penalty; failure to pay utility bills.

§ 16-1001 PENALTY; FAILURE TO PAY UTILITY BILLS.

1. Every person who violates any provision of this chapter, or of any ordinance, code or standard adopted by this chapter, or maintains or permits to

continue any situation defined by this chapter as unlawful, shall be guilty of an offense and, upon conviction thereof, shall be fined in any amount not to exceed the limits established in §8-301 of this code of ordinances. Every day upon which a violation continues shall be deemed a separate offense.

2. All bills for utility services due to the city of Blanchard, Oklahoma, shall be due and payable upon receipt and shall be considered delinquent if not paid on or before the 10th day of each month. Each delinquent utility bill shall have added thereto an additional one percent (1%) of unpaid balance per month as penalty. Any person delinquent in payment on the last day of each month shall be notified of such delinquency, and after five (5) days' notice shall have such services discontinued, and such services shall not be restored until the delinquent bill, including penalty, is paid in full. It shall be the duty of the city clerk-treasurer to notify the appropriate personnel of any such delinquency. Any person whose services have been discontinued for unpaid utility bills may have the same resumed upon the payment of all utilities due and the further sum of twenty-five dollars (\$25.00) to cover the cost. [Ord. No. 1991-03, 5/21/91]

**BUSINESS
AGENDA
B-2**



Trustee Agenda

Business Item No. B-2

DATE: 25 January 2022

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: *Robert L. Floyd*, Trust (City) Manager

ITEM: SEALED BIDS (OLD TOWN WATER PROJECT) ~
Authorization (Sealed Bids)

BACKGROUND

The City Engineer has the Bid and Contract Documents ready to be advertised for the Blanchard Old Town Water Project. The Project is being funded by Authority Funds (50%) and a CDBG Grant (50%).

Staff is seeking authorization from the Board of Trustees to advertise for sealed bids on the Project.

FISCAL IMPACT

\$250,000.00

BUDGETARY IMPACT

Not applicable

Budgeted with available funds (appropriated in the FYE2022 Budget)

Non-Budgeted with available funds

Non-Budgeted with additional funds requested

LEGAL REVIEW

N/A Required

Completed Date: _____

ACTION REQUESTED

Discuss, consider and possible action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of a motion to authorize advertising to seek sealed bids for the construction of the Old Town Water Project.

EXHIBITS

**Bid and Contract Documents.
Old Town Water Plans.**



Glenn Sullivan & Associates, Inc.

P.O. Box 720368, Norman, OK 73070, (405) 321-7232

Professional Engineers/Consultants

**CITY OF BLANCHARD/
BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY**

CONTRACT DOCUMENTS

FOR

WATER SYSTEM IMPROVEMENTS

**OLD TOWN WATER LINE REPLACEMENT
PHASE 1**

18226 CDBG 17

JANUARY 2022



01/19/2022

Kenneth C. Sullivan, P.E. No. 17231

**CITY OF BLANCHARD/ BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY
OLD TOWN WATER LINE REPLACEMENT, PHASE 1
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- 01567 - Pollution Control
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- 01740 - Cleaning

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- 02315 - Trenching, Backfilling, and Compacting
- 02445 - Boring
- 02505 - Steel Pipe
- 02512 - PVC Pressure Pipe
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- 02515 - Valves
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DIVISION 03 - CONCRETE

- 03050 - Concrete Work
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ADVERTISEMENT FOR BIDS

Notice is hereby given that The **City of Blanchard/ Blanchard Municipal Improvement Authority** hereinafter called the "Owner" will receive sealed bids at City Hall, located at **122 N. Main St., Blanchard, OK 73010**, until **11:00 am, on Thursday, February 17th, 2022**, for

Water System Improvements
Old Town Water Line Replacement, Phase 1

18226 CDBG 17

Project to include replacing approximately 8,100 l.f. of existing water lines and appurtenances.

There will be a mandatory pre-bid meeting held on Tuesday, February 8th at 11:00 am, in the City Manager's Conference Room of the Blanchard City Hall, 122 N. Main St., Blanchard, Oklahoma.

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

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin, or sex, be excluded from participation in, be denied the benefits or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned businesses and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. System for Award Management (SAM) registration and a DUNS number is required for CDBG Bidders (Prime contractors) in order to be awarded projects by the CDBG program. Bidders must go to Sam.gov to complete the registration process. The DUNS number site is <http://fedgov.dnb.com/webform>.

All bids received at said time will be publicly opened and read aloud, and all bids shall remain on file at least forty-eight (48) hours thereafter. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned. All work shall be performed, and all construction and material used and furnished shall be in accordance with the Contract Documents prepared by **Glenn Sullivan & Associates, Inc.**, and on file in the office of the City Clerk, located at City Hall.

Contract to be awarded to the low responsive responsible bidder. The Owner reserves the right to waive any informalities in the bidding and the right to reject any and all bids in accordance with the Oklahoma Competitive Bidding Act. Conditional bids shall not be accepted.

Notice to Bidders, Form of Bid, Form of Contract, Plans and Specifications, Forms of Bid Bond, Performance and Statutory Payment Bond, and other Contract Documents may be examined at the following:

1. City Hall
122 N. Main St.
Blanchard, OK 73010

2. Office of the Engineer
103 N. Mercedes Drive, Suite A
Norman, OK 73069

A complete set of Plans and Specifications, to prospective bidders, may be obtained from **Glenn Sullivan & Associates, Inc.** upon receipt of non-refundable fee of **\$100.00**.

Addenda will be mailed, faxed, e-mailed or delivered only to those potential bidders on the Plan Holders List for the project which is maintained in the engineer's office. If obtaining bid documents from other sources, please contact Glenn Sullivan & Associates, Inc. to be added to the Plan Holder's List.

Each bidder shall accompany his original bid, with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said plans and specifications and furnish the required bonds within seven (7) days after the acceptance of his bid.

The deposit will be retained by the Owner as, and for, liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

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

A Performance, Maintenance and Statutory Bond in the amount of 100% of the contract price with a Corporate Surety licensed in Oklahoma and approved by the Owner and Engineer, will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

INFORMATION FOR BIDDERS

Notice is hereby given that The **City of Blanchard/ Blanchard Municipal Improvement Authority** hereinafter called the "Owner" will receive sealed bids at City Hall, located at **122 N. Main St., Blanchard, OK 73010**, until **11:00 am, on Thursday, February 17th, 2022**.

All bids received at said time will be publicly opened and read aloud at that time.

Each BID must be submitted in a sealed envelope, addressed to the:

City of Blanchard/ Blanchard Municipal Improvement Authority, Blanchard City Hall, 122 N. Main Street, Blanchard, OK 73010.

Project to include replacing approximately 8,100 l.f. of existing water lines and appurtenances.

There will be a mandatory pre-bid meeting held on Tuesday, February 8th at 11:00 am, in the City Manager's Conference Room of the Blanchard City Hall, 122 N. Main St., Blanchard, Oklahoma.

Each sealed envelope containing a BID must be plainly marked on the outside as **BID for Blanchard 2015 Sanitary Sewer Improvements** and the envelope should bear on the outside the BIDDER'S name, address, and license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the **City Clerk at Blanchard City Hall, 122 N. Main Street, Blanchard, OK 73010.**

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

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Bids received more than ninety-six (96) hours before time specified and Bids received after the time set for opening Bids will not be considered and will be returned unopened. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PRODUCT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00 or less. As soon as the bid prices have been compared, the OWNER will return the bonds of all except the three lowest responsible bidders. The bid bond of the successful bidder will be retained until the Performance Bond, Statutory Bond, Maintenance Bond, and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful bidder has entered into a contract and has furnished the required bonds and insurance.

A Performance Bond, Statutory Bond and Maintenance Bond each in the amount of 100 percent of the Contract Price with a corporate surety approved by the OWNER and on the Treasury Department's most current list, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each Bond a certified and effective dated Copy of their Power-of-Attorney.

The OWNER shall award a contract to the lowest responsible bidder or bidders within sixty (60) calendar days after bid opening. The OWNER may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Statutory Bond, Maintenance Bond and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In the of failure of the Bidder to execute the Agreement, the OWNER may consider the Bidder in default in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable Agreement, Bonds and Certificate of Insurance signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such NOTICE of withdrawal shall be effective upon receipt of the NOTICE by the OWNER.

The OWNER shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement, approval of Bonds and approval of the Certificate of Insurance. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest, responsible BIDDER, and Tied Bids are non-restrictive. In order for a Tied Bid proposal to be accepted, it must be lower than the sum of low separate bids.

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

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

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

The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

System for Award Management (SAM) registration is required for CDBG program bidders (Prime Contractors) in order to be awarded projects by the CDBG program. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Bidder's are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. New Applicants please go to Sam.gov to complete the registration process.

Note: In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S. Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process at <http://fedgov.dnb.com/webform>

When alternate BIDS are taken, they will be listed in numerical order with the highest priority being number one, the second number two, etc.

When alternates are used, the low BIDDERS will be selected by the lowest and best BID considering all BIDS which include the selected alternate BIDS.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The time for completion is **120** calendar days.

Liquidated damages will be **\$300.00** per calendar day.

The Contractor will be required to begin work within **14** calendar days of the date shown on the Notice to Proceed.

In the event of a conflict between the plans and specifications, the specifications will govern.

The following items will be submitted with the bid:

Bid Proposal, Business Relationship/Non-Collusion/Payroll Affidavits, Bid Bond, Contractor Debarment Review Certification, Section 3 Business Self-Certification, Section 3 Contractor Estimated Project Workforce Breakdown, Section 3 Contractor Sample Plan, Payroll Certification.

The Engineer is Glenn Sullivan and Associates, Inc.

The Engineer's phone number is: (405) 321-7232.

The Engineer's contact person is Glenn Sullivan II.

SPECIAL NOTE TO BIDDERS:

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

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of **Oklahoma** doing business as _____**. To the **City of Blanchard/ Blanchard Municipal Improvement Authority** (hereinafter called "OWNER")

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **Old Town Water Line Replacement, Phase 1** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300.00** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

No BIDDER may withdraw a BID within 60 days after the actual opening thereof. Each BID must be accompanied by a BID BOND payable to OWNER for 5% of the amount bid.

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum given in the Bid Schedule.

Note: Bids shall not include sales tax.

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

Respectfully submitted,

Signature

Title

Employer I.D. No.

(SEAL) - if BID is by a
corporation

DUN's Number: _____

ATTEST:

Secretary/Witness

Firm Name

Address

Address

Telephone No.

Date

BID SCHEDULE**CITY OF BLANCHARD/BMIA****OLD TOWN WATER LINE REPLACEMENT - PHASE 1**

ITEM NO.	ITEM	UNIT	UNIT PRICE	AMOUNT
1	2" PVC, ASTM D2241, CL 200	40 L.F.		
2	4" PVC, ASTM D2241, CL 200	40 L.F.		
3	6" PVC, ASTM D2241, CL 200	1,106 L.F.		
4	8" PVC, ASTM D2241, CL 200	6,310 L.F.		
5	10" PVC, ASTM D2241, CL 200	30 L.F.		
6	12" PVC, ASTM D2241, CL 200	792 L.F.		
7	Bore & 16" Steel Casing	260 L.F.		
8	14" Steel Casing (Open Cut)	82 L.F.		
9	16" Steel Casing (Open Cut)	500 L.F.		
10	20" Steel Casing (Open Cut)	84 L.F.		
11	6" M.J. 45° Bend	1 EA.		
12	2" M.J. 90° Bend	1 EA.		
13	4" M.J. 90° Bend	5 EA.		
14	6" M.J. 90° Bend	10 EA.		
15	8" M.J. 90° Bend	2 EA.		
16	12" M.J. 90° Bend	1 EA.		
17	6" M.J. Cap	1 EA.		
18	8" M.J. Cap	2 EA.		
19	12" M.J. Cap	1 EA.		
20	Fire Hydrant Assembly	18 EA.		
21	8" x 6" M.J. Reducer	5 EA.		
22	12" x 8" M.J. Reducer	1 EA.		
23	12" x 10" M.J.Reducer	1 EA.		
24	2" M.J. Solid Sleeve	1 EA.		
25	4" M.J. Solid Sleeve	5 EA.		
26	6" M.J. Solid Sleeve	19 EA.		
27	10" M.J. Solid Sleeve	2 EA.		
28	10" S.S. Tapping Sleeve & Valve	1 EA.		
29	2" M.J. Tee	1 EA.		

BID SCHEDULE

CITY OF BLANCHARD/BMIA

OLD TOWN WATER LINE REPLACEMENT - PHASE 1

ITEM NO.	ITEM	UNIT	UNIT PRICE	AMOUNT
30	4" M.J. Tee	5 EA.		
31	6" M.J. Tee	20 EA.		
32	6" x 2" M.J. Tee	1 EA.		
33	8" M.J. Tee	3 EA.		
34	8" x 4" M.J. Tee	5 EA.		
35	8" x 6" M.J. Tee	10 EA.		
36	10" x 8" M.J. Tee	2 EA.		
37	12" M.J. Tee	2 EA.		
38	12" x 2" M.J. Tee	1 EA.		
39	2" M.J. Gate Valve w/ Box	2 EA.		
40	4" M.J. Gate Valve w/ Box	5 EA.		
41	6" M.J. Gate Valve w/ Box	17 EA.		
42	8" M.J. Gate Valve w/ Box	15 EA.		
43	12" M.J. Gate Valve w/ Box	2 EA.		
44	Remove Ex. Fire Hydrant Assembly	2 EA.		
45	Single Long Service	8 EA.		
46	Single Short Service	7 EA.		
47	Gravel Drive Repair	1,566 L.F.		
48	Paving Repair	353 S.Y.		
49	Pressure Testing	1 LSUM		
50	Disinfection & Testing	1 LSUM		
51	Erosion & Sediment Control	1 LSUM		
52	Construction Traffic Control	1 LSUM		
	TOTAL BID			

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____) ss.

COUNTY OF _____)

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

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

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

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

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the bid.

This page left intentionally blank.

NONCOLLUSION AFFIDAVIT

STATE OF _____) ss.

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Blanchard Municipal Improvement Authority (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the bid.

This page left intentionally blank.

PAYROLL AFFIDAVIT

STATE OF _____) ss.

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that he has submitted or will submit the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O. S. 1981, Paragraph 196.9a(B), as amended.

Affiant's Signature _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires:

NOTE: This form is to be submitted with the bid.

This page left intentionally blank.

BID BOND

KNOWALL MEN BE THESE PRESENTS, that we, _____,
hereinafter called the Principal, and the _____ of,
_____, a corporation duly organized under the laws of the
State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto
_____ hereinafter called the Obligee, in the sum of: _____
_____ Dollars (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract, and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty which the Obligee may in good faith contract with another party to perform the work covered by said bid, this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

SIGNED AND SEALED this _____ day of _____, 2022.

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

NOTE: This form is to be submitted with the bid.

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

City of Blanchard/Blanchard Municipal Improvement Authority

18226 CDBG 17

CDBG Grantee Name (Owner) and Project Type

CDBG Project Number

ATTENTION ALL BIDDERS:

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

A contractor must be registered and updated in the SAM.gov system as this review is conducted by the Owner before any contract award is executed.

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

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

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

Certified by:

Name & Title (Please Print)

Date

Signature

Date

Duns Number

NOTE: This form is to be submitted with the bid.

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Oklahoma Department of Commerce
Community Development Division

Section 3 Business Self-Certification

Business Name _____
Street Address _____
City _____
State _____
Zip Code _____

Business Phone Number _____
Business Website _____
Business Point of Contact _____
Business Email _____

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

- The business is at least 51 percent owned and controlled by low- or very low-income persons¹;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or
- The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³
- The business DOES NOT meet the above criteria.

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: _____

Signature: _____

Name: _____

Title: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

(Rev 7/21)

NOTE: This form is to be submitted with the bid.

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**SECTION 3 CONTRACTOR
ESTIMATED PROJECT WORKFORCE
BREAKDOWN**

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

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

NOTE: This form is to be submitted with the bid.

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SAMPLE CONTRACTOR SECTION 3 PLAN

(Name of contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City or County of _____.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of _____ (Name of contractor) _____ We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

_____ Title

_____ Date

_____ Signature

NOTE: This form is to be submitted with the bid.

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PAYROLL CERTIFICATION
STATE OF OKLAHOMA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT

I, _____, an authorized official of _____,
acknowledge that this construction project has Federal funds attached, thereby requiring this project to
comply with the Davis-Bacon Act and all related Acts. Therefore, I agree to pay the designated wage rates
and supply Certified Payroll documentation as required.

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date

NOTE: This form is to be submitted with the bid.

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AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2022, by and between the **City of Blanchard/ Blanchard Municipal Improvement Authority**, hereinafter called "OWNER" and _____, doing business as a **corporation**, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein-after mentioned:

1. The CONTRACTOR will commence and complete the construction of **Old Town Water Line Replacement, Phase 1**.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **14** calendar days after the date of the NOTICE TO PROCEED and will complete the same within **120** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID PROPOSAL AND BID SCHEDULE
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) GENERAL CONDITIONS
 - (G) STATUTORY BOND
 - (H) PERFORMANCE BOND
 - (I) MAINTENANCE BOND
 - (J) NOTICE OF AWARD
 - (K) NOTICE TO PROCEED
 - (L) CHANGE ORDER
 - (M) SPECIFICATIONS prepared by **GLENN SULLIVAN & ASSOCIATES, INC.**
 - (N) PLANS prepared by **GLENN SULLIVAN & ASSOCIATES, INC.**
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials. This Agreement in (3) copies, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:
City of Blanchard/
Blanchard Municipal Improvement Authority

ATTEST:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

(SEAL)

CONTRACTOR:

(Print or Type)

ATTEST:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Address: _____
(Print or Type)

Address: _____
(Print or Type)

Telephone: _____
(Print or Type)

PERFORMANCE BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____ for Old Town Water Line Replacement, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk for the City of Blanchard.

NOW THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof, and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall protect and save harmless said Obligee from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract resting upon said Principal, the 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 alternations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below. This instrument is executed in _____ counterparts, each of which shall be deemed an original, this ____ day of _____, 2022.

PRINCIPAL

WITNESS AS TO PRINCIPAL

BY:

SURETY

WITNESS AS TO SURETY

ATTORNEY-IN-FACT

STATUTORY BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____ a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____, hereinafter called the Oblige, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Oblige dated _____, for 2017 Sewer Improvements, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk for the City of Blanchard.

NOW THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor, materials, rented machinery or equipment, and repairs to and parts for equipment used and consumed in the performance of said contract after the same becomes due and payable the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 2022.

PRINCIPAL

WITNESS AS TO PRINCIPAL

BY:

SURETY

WITNESS AS TO SURETY

ATTORNEY-IN-FACT

MAINTENANCE BOND

KNOW ALL MEN BE THESE PRESENTS, that we, _____, hereinafter called the Principal, and the _____ of, _____, a corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto _____ hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written Contract with said Obligee dated _____, for _____, all in compliance with the plans and specifications, therefore, made a part of said Contract and on file in the office of the City Clerk for the City of Blanchard.

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee 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 alternations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 2022.

PRINCIPAL

WITNESS AS TO PRINCIPAL

BY:

SURETY

WITNESS AS TO SURETY

ATTORNEY-IN-FACT

NOTICE OF CONTRACT AWARD

TO: _____

CDBG Contract No. 18226 CDBG 17

Project Description: Water System Improvements
Old Town Water Line Replacement, Phase 1

Phone#: _____

Wage Rate Dec. # OK20220029

Duns #: _____

Mod # 0 Date 01/07/2022

FEI #: _____

B. Acceptance of Bid:

The Owner has considered the bid submitted by you for the described work in response to the Advertisement for Bids dated **January 27** and **February 3, 2022** and in the Information for Bidders, and opened on **February 17, 2022**. You are hereby notified that your bid has been accepted for bid items in the amount of \$__. If you fail to execute said agreement and furnish applicable bonds and insurance within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ___ day of _____, _____.

Owner: City of Blanchard/Blanchard Municipal Improvement Authority

By: _____

Typed Name & Title: _____

C. Contractor Information:

1. Type of Trade: ___ Construction ___ Other Service (_____)
2. Business Ownership: ___ Black or African Americans; ___ Asians, Hispanics, or Latinos; ___ American Indian or Alaskan Natives; ___ Native Hawaiian or Other Pacific Islanders; ___ Whites.
3. Minority/Women Owned Business: Yes _____ No _____
4. Section 3 Contractor: Yes _____ No _____

Acknowledged by: _____

Date: _____

Signature & Title

****Contractor Debarment Review Certification Form and Grantee Debarment Review and Certification Form MUST be attached with this Notice of Contract Award*******

Notice of Award Instructions

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

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

Section C. Contractor Information:

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

**OKLAHOMA DEPARTMENT OF COMMERCE CDBG PROGRAMS
GRANTEE DEBARMENT REVIEW AND CERTIFICATION**

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds ***before any contract award is executed***. These reviews shall be conducted by using the System for Award Management (SAM) website, www.sam.gov, to determine if the potential contractor is excluded from receiving Federal contracts by using the QUICK SEARCH tool with the DUNS number for that entity; Save/Print the results. Complete this form and attach the SAM results along with the Notice of Award and Contractor’s Certification form from the Bid/Proposal documents.

CDBG Grantee Name and Project Type				CDBG Contract Number	
*Contractor					
Address				Phone	
City		State		Zip Code	73165
Contractor’s DUNS Number					
Debarment Review Completed By					
Title of Reviewer					
Reviewer’s Organization					
Chief Elected Official					
Title of Chief Elected Official					

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

Signature of Reviewer Date

Signature of Chief Elected Official Date

Please upload this document along with other required documentation into OK-Grants “Release of Funds” and submit using the Notice of Award status. Keep the originals in the CDBG project file.

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

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NOTICE TO PROCEED

Project Name: _____

Project Location: _____

Contract Number: _____

Construction Number: _____

Type of Contract: _____

Amount of Contract \$ _____

You are hereby notified to commence work on the referenced contract on or before _____, 20____, and fully complete all work of said contract within _____ consecutive calendar days thereafter. Your completion date is therefore _____, 20____.

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

Dated this _____ day of _____, 20____.

City of Blanchard/Blanchard Municipal Improvement Authority
(City, Town, or County)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged this _____ day of _____, 2022

By: _____

Title: _____

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CLAIM OR INVOICE AFFIDAVIT

STATE OF _____) ss.
COUNTY OF _____)

The undersigned (contractor or supervisory official), certifies that this (invoice, claim or contract) is true and correct. Affiant further states the work, services or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, donated or agreed to pay, given or donated either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My Commission Expires:

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INSURANCE REQUIREMENTS

Name of Insured: _____

Description of Work: _____

Locations of Work: Blanchard, Oklahoma

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

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

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

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

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

The Owner shall be listed as the certificate holder.

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"General Decision Number: OK20220029 01/07/2022

Superseded General Decision Number: OK20210029

State: Oklahoma

Construction Type: Heavy

Counties: Canadian, Cleveland, Grady, Lincoln and McClain
Counties in Oklahoma.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number Publication Date
 0 01/07/2022

* ENGI0627-015 10/15/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 32.05	14.30
Group 2.....	\$ 30.35	14.30
Group 3.....	\$ 29.80	14.30
Group 4.....	\$ 29.00	14.30
Group 5.....	\$ 27.70	14.30
Group 6.....	\$ 26.45	14.30
Group10.....	\$ 23.00	14.30

POWER EQUIPMENT OPERATOR

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

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

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

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

GROUP 5: BULLDOZER

GROUP 6: ROLLER (ASPHALT AND DIRT)

GROUP 10:OILER

 IRON0048-005 06/01/2019

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental).....	\$ 26.00	15.35

 SUOK2012-007 05/18/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 12.49	1.23
ELECTRICIAN.....	\$ 22.00	4.76
FORM WORKER.....	\$ 11.77	0.00
LABORER: Common or General.....	\$ 11.81	1.09

LABORER: Pipelayer.....	\$ 11.13	0.00
OPERATOR: Backhoe/Excavator..	\$ 18.17	6.28
OPERATOR: Drill.....	\$ 17.15	0.78
OPERATOR: Grader/Blade.....	\$ 17.76	3.87
OPERATOR: Loader (Front End)..	\$ 13.51	0.00
OPERATOR: Mechanic.....	\$ 19.61	9.39
OPERATOR: Scraper.....	\$ 16.00	1.55
OPERATOR: Trackhoe.....	\$ 17.50	2.78
TRUCK DRIVER: Dump Truck....	\$ 16.50	0.74

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

=====

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

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 Division National Office Branch of Wage Surveys. 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.

END OF GENERAL DECISION"

Federal Labor Standards Provisions (Construction Contracts)

Applicability

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

A. 1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). 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 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but, if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) 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 A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representative of HUD or its designee or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(1) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate

for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to Journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes

clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10.(i) Certification of Eligibility. By entering into this

contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to

any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY PROVISIONS

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

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

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

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

- A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, national origin, disability or covered veteran status.
 - 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. In every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by ODOC, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

Goals for Minority Participation For Each Trade	Goals for Female Participation For Each Trade
6.9%	6.9%

- b. These goals are applicable to all the Contractor's construction work (whether or not

it is Federal or Federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its Federally-involved and non-Federally-involved construction.

- c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is _____ (*insert description of the geographical areas where the contract is to be performed, giving the State, County and City, if any*).

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:

- (1) Black: All persons having origins in any of the black racial groups of Africa;
- (2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam;
- (3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;
- (4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;
- (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East or North Africa;
- (6) American Indian/Alaskan Native & White: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;
- (7) Asian White: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;
- (8) Black/African American & White: All persons having origins in any of the black racial groups of Africa, and, having origins in any of the original peoples of Europe, the Middle East or North Africa;
- (9) American Indian/Alaskan Native & Black: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification, and, having origins in any of the black racial groups of Africa;
- (10) Other Multi-Racial: Any other multi-racial groups not mentioned;
- (11) Hispanics or Latinos: All persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
- (12) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican,

South or Central American, or other Spanish cultures or origins, regardless of race.

2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The valuation of the Contractor's compliance with these specifications shall

be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Conduct at least an annual review of the company's EEO policy and affirmative

action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

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

the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contract or union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number;

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

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

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

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

IV. CIVIL RIGHTS ACTION OF 1964:

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

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

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

VI. "SECTION 3" COMPLIANCE – REPORTING EFFECTIVE JULY 1, 2021

- A. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to

low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. If you are a recipient of government assistance for housing or if your income falls below HUD's income limits, you may qualify as a Section 3 worker, targeted worker, or Section 3 business concern.

- B. HUD'S SECTION 3 OPPORTUNITY PORTAL is intended to help HUD grantees and Section 3 businesses meet their Section 3 benchmarks. The site is to be used by either Section 3 Workers, Targeted Workers or Employers. Section 3 Workers may use the site to Search for Jobs and post their profile/employment history for companies to search. Employers may use the site for posting job/contract opportunities or search for eligible workers to fill positions. <https://hudapps.hud.gov/OpportunityPortal/>
- C. THE SECTION 3 BUSINESS REGISTRY is a listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in a searchable online database that can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>
- D. SAFE HARBOR COMPLIANCE - Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns. If the contractor and/or subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.
- E. SAFE HARBOR BENCHMARKS - employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19. The safe harbor benchmark goals are as follows: 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; Section 3 Labor Hours/Total Labor Hours = 25% And 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. Targeted Section 3 Labor Hours/Total Labor Hours = 5%. HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years.
- F. EMPLOYMENT AND TRAINING - contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order. Provide employment and training opportunities to Section 3 workers within the area in which the project is located in the priority order listed below:
 - 1. Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2. Participants in Youth-Build programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

- G. ELIGIBILITY AND CERTIFICATIONS – Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the City, Town, or County OR its contractors & subcontractors for training, employment, or contracting opportunities. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria. Businesses who misrepresent themselves as Section 3 business concerns and report false information to the City of Moore may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.
- H. SECTION 3 WORKER & TARGETED WORKER CERTIFICATION - A Section 3 worker seeking certification shall submit self-certification documentation to the recipient, contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, the City/Town/County (Grantee) will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published <https://www.huduser.gov/portal/datasets/il.html>

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

1. A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
2. Employed by a Section 3 business concern; or,
3. A Youth-Build participant

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

1. Employed by a Section 3 business concern or
2. Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - b. A Youth-Build participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

1. Each worker on a CDBG or CDBG-DR funded project will complete the Section 3 Worker and the Targeted section 3 Worker Self-Certification form and submit to the contractor or subcontractor.
2. The prime contractor will submit completed self-certification forms to the City, Town, County (Grantee).

3. The Grantee will review and identify Section 3 and Targeted Section 3 workers.
4. The Grantee will track labor hours for Section 3 and Targeted Section 3 workers.

L. SECTION 3 BUSINESS CONCERN CERTIFICATION - The City, Town or County should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns. Businesses that believe they meet the Section 3 Business requirements can self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to the City, Town, County's contractors or subcontractors, that they meet the definitions provided above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located in Appendix A. Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the City, Town, County previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after six months. Establishing a six-month certification of eligibility period allows the City, Town, County, (Grantee) the ability to assess contractor performance to ensure the business is striving to meet the required goals.

M. ASSISTING CONTRACTORS WITH ACHIEVING SECTION 3 GOALS

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City, Town, County (Grantee) will do the following:

1. Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
2. Invite contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting.
3. Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers per the prioritization of effort before any other person, when hiring additional employees is needed to complete proposed work to be performed with HUD assisted programs.
4. Inform contractors about the HUD Section 3 Opportunity Portal

<https://hudapps.hud.gov/OpportunityPortal/>.

5. Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
6. Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>.
7. Leverage the City, Town, County, (Grantee) communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
8. Require contractors to submit a list of core employees (including administrative, clerical, planning, and other positions pertinent to the construction trades) at the time of contract award.

N. OUTREACH EFFORTS FOR EMPLOYEEMENT AND TRAINING – In order to educate and inform workers and contractors, The City of Moore’s Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

1. Notify the Section 3 Coordinator when training opportunities are available.
2. Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers.
3. Conduct an annual training for Section 3 workers and Section 3 businesses.

Contractors and Subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

1. Clearly indicating Section 3 eligibility on all job postings with the following statement: “This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”.
2. Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings.
3. Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the City, Town, County database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates.
4. Establishing a current list of Section 3 eligible applicants.
5. Contacting local community organizations and provide them with job postings for Section 3 eligible applicants.
6. Coordinating a programmatic ad campaign, which results in widespread job posting across

diverse ad networks including:

- a. Advertising job opportunities via social media, including LinkedIn and Facebook.
- b. Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices.
- c. Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities.

O. RESOURCES

In meeting these low-income resident employment requirements, contractors/ subcontractors may wish to consider using the employment/job development services of the agencies listed below as well as other agencies and centers that serve the economically disadvantaged within the State/Locality:

1. Human Service Centers.
2. Oklahoma Employment Security Commission.
3. Local Housing Authority.
4. Oklahoma Housing and Finance Agency.

Low-income, homeless servicing agencies for children and families and career centers can review job descriptions for possible matches with prospective employees. The Housing Authorities can provide names of qualified Section 3 residents who are public housing tenants and homeless, respectively. The Small Business Development Center and Women Business Center are able to provide technical assistance to potential Section 3 businesses. The Oklahoma State Building and Construction Trades Council can potentially provide names of labor unions which have apprenticeship programs that hire unemployed and low-income persons.

P. OUTREACH EFFORTS FOR CONTRACTING - When contracting opportunities arise in connection with the HUD Assisted programs, the City, Town, County shall employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

1. Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
2. Coordinating mandatory pre-bid meetings, when necessary, to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
3. Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional

information.

4. Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
5. Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
6. Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the City, Town, County as subcontract opportunities arise in an effort to notify eligible Section 8 residents.

Q. SECTION 3 PROVISIONS/CONTRACT LANGUAGE - The City, Town, County will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. The City, Town, County will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit contractors for compliance with the minimum Section requirements outlined in the Section 3 Plan. In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75. For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD assisted contracts.

R. REPORTING REQUIREMENTS

REPORTING IF SECTION 3 BENCHMARKS ARE NOT MET:

Contractors or subcontractors that have not met the Section 3 benchmarks, the City, Town, County (Grantee) must report to HUD the qualitative measures taken by its contractors or subrecipients. Such qualitative efforts may include, but are not limited to the following:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Provided in training or apprenticeship opportunities.
3. Provided technical assistance to help Section 3 workers compete for jobs.
4. Provided or connected Section 3 workers with assistance in seeking employment including drafting resumes, preparing, for interviews, and finding job opportunities connecting residents to job placement services.
5. Has held one or more job fairs.
6. Has provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

7. Has provided assistance to apply for/or attend community college, a four-year educational institution, or vocational- technical training.
8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9. Engaged in outreach efforts to identify and secure bids from Section 3 concerns.
10. Provided technical assistance to help Section 3 business concerns understand and bid on contacts.
11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14. Outreach, engagement, or referrals with the state on-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

To meet these criteria, the contractor/subcontractor will maintain in their Section 3 file:

1. A Section 3 Employee Certification Form for each potential employee who attended training.
 2. A course outline for internally conducted or contracted training.
 3. A course certificate, license, or other form of certification for a training program.
 4. Any statements regarding impediments encountered despite actions taken.
- S. PROJECT COMPLETION REPORTING - Once a project is completed, the Section 3 Coordinator will conduct a final review of the project's overall performance and compliance. Section 3 data will be submitted to ODOC via OKGrants and HUD IDIS.
- T. COMPLAINT PROCEDURE – In an effort to resolve complaints generated due to non-compliance through an internal process:
1. Complaints of non-compliance should be filed in writing to the City, Town, County (Grantee) and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
 2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
 3. An investigation will be conducted if complaint is found to be valid. The Grantee will conduct an informal, but thorough investigation affording all interested parties, if any, an

opportunity to submit testimony and/or evidence pertinent to the complaint.

4. The Grantee will provide written documentation detailing the findings of the investigation. The Grantee will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than sixty (60) days after the filing of complaint. If complainants wish to have their concerns considered outside of the City a complaint may be filed with:

OKC HUD Field Office
301 NW 6th St #200
Oklahoma City, OK 73102

U. APPRENTICESHIP PROGRAM INFORMATION

The Oklahoma State Building and Construction Trades Council conducts outreach programs which are designed to educate the Public about construction career opportunities and Apprenticeship. Their website is full of information regarding various union apprenticeship programs throughout the State of Oklahoma. Their website is <http://www.okbctc.org>.

The Oklahoma State Building and Construction Trades Council represents 24 Craft Unions in the State. <http://www.okbctc.org>.

Oklahoma Building & Construction Trades Council
5315 S. Shartel Ave.
Oklahoma City, OK 73109
(405) 650-5663

In addition, the following labor unions may also be a source for potential employees, and many have apprenticeship programs.

Bricklayer Local 5
212 NE 27th
Oklahoma City, OK
(405) 528-5609

Electrician Local 1141
1700 SE 15th Street
Oklahoma City, OK
(405) 672-7600

Heat & Frost Insulators Local 94
5350 S. Western Ave., Ste. 217
Oklahoma City, OK
(405) 632-6767

Operating Engineers 627
12109 E. Skelly Drive
Tulsa, OK
(918) 437-0370

Painter/Decorator Local 807
1919 S. Santa Fe
Oklahoma City, OK
(866) 688-5658

Plumbers and Pipefitters Local 430
8602 East 46th
Tulsa, OK
(918) 622-4060

Sheet Metal Worker 270
1857 N. 105th East Ave.
Tulsa, OK
(918) 834-2808

Electrician Local 584
1738 E. 7th Street
Tulsa, OK
(918) 497-9777

Heat & Frost Insulators Local 64
4428 East Admiral Place
Tulsa, OK
(918) 834-1526

Structural & Reinforcing Iron Worker Local 48
2324 S. Douglas Ave.
Oklahoma City, OK
(405) 634-3924

Structural & Reinforcing Iron Worker Local 584
1738 E. 7th Street
Tulsa, OK
(918) 497-9777

Plumber and Pipefitters Local 344
5315 S. Shartel
Oklahoma City, OK
(405) 632-5629

Sheet Metal Worker 124
3909 Willow Springs Ave.
Oklahoma City, OK
(405) 948-8800

Sprinkler Fitter Local 669
P.O. Box 2330
Blanchard, OK
(405) 381-4800

VII. SECTION 3 CLAUSE – (Not specified by the New Rule, the Section 3 Clause may still be used as a contract clause, as revised).

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR 75.
- F. Noncompliance with HUD’s regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance

with section 7(b).

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

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

IX. AGE DISCRIMINATION ACT OF 1975

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which

the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.
- D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. For each hiring location, such reports shall indicate:
 - 1. The number of individuals hired during the reporting period;
 - 2. The number of non-disabled veterans of the Vietnam Era hired;
 - 3. The number of disabled veterans of the Vietnam Era hired; and
 - 4. The total number of disabled veterans hired.

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

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound

to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**STATE OF OKLAHOMA
HOLD HARMLESS CLAUSE**

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

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CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

Compliance with Air and Water Acts

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

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

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

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

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

2. Use of Explosives (Modify as Required):
 - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

 - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

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

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

WARNING

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

Sincerely,

Contractor

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EXHIBIT C

(Use the address below for projects in Oklahoma)

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

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

1. Contractor's Name: _____
Address: _____
Telephone Number: _____
Employer's Identification Number: _____
2. Contract for: \$ _____
Starting Date: _____ Completion Date: _____
Contract Number: _____ City: City of Blanchard/Blanchard Municipal
Improvement Authority, Oklahoma

DOL Region: VI

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

FOR PROJECT IN OKLAHOMA, SEND TO:

Association Regional Administrator
USDL/OFCCP
555 Griffin Square Building
Room 506
Dallas, TX 75202
Telephone 214-767-4771

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ATTORNEY’S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and acting legal representative of the City of Blanchard/Blanchard Municipal Improvement Authority, McClain County, Oklahoma, do hereby certify as follows:

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

Dated the _____ day of _____, 2022.

Attorney

McClain County, Oklahoma

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Instructions: Monthly Section 3 Utilization Report

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

¹ The Reporting Period may not exceed four weeks.

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

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

⁴ List classification descriptive of work performed by employee.

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

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

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

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

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

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

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

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

¹⁰ Labor Hour Classification example:

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

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

Oklahoma Department of
Commerce
Community Development Division

Section 3 Worker Status Certification

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

Please select the applicable classification.

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

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: _____

Signature: _____

Name: _____

Address: _____

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

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

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FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Click for More Detail	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Oklahoma City, OK HUD Metro FMR Area	\$73,200	Very Low (50%) Income Limits (\$) Click for More Detail	25,650	29,300	32,950	36,600	39,550	42,500	45,400	48,350
		Extremely Low Income Limits (\$)* Click for More Detail	15,400	17,600	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Click for More Detail	41,000	46,850	52,700	58,550	63,250	67,950	72,650	77,300

NOTE: McClain County is part of the **Oklahoma City, OK HUD Metro FMR Area**, so all information presented here applies to all of the **Oklahoma City, OK HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Oklahoma City, OK HUD Metro FMR Area**.

The **Oklahoma City, OK HUD Metro FMR Area** contains the following areas: Canadian County, OK; Cleveland County, OK; Logan County, OK; McClain County, OK; and Oklahoma County, OK.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the area's median family income (MFI) or the area's extremely low-income (ELI) level.

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GENERAL CONDITIONS

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

1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- a. **Addenda:** Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
 - b. **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - c. **Bidder:** Any person, firm or corporation submitting a bid for the work.
 - d. **Bonds:** Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
 - e. **Change Order:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
 - f. **Contract Documents:** The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
 - g. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the contract documents.
 - h. **Contract Time:** The number of calendar days stated in the contract documents for the completion of the work.
 - i. **Contractor:** The person, firm or corporation with whom the Owner has executed the agreement.
 - j. **Drawings:** The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
 - k. **Engineer:** The person, firm or corporation named as such in the contract documents.
 - l. **Field Order:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
 - m. **Notice to Proceed:** Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

- n. **Notice of Award:** The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. **Owner:** A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. **Project:** The undertaking to be performed as provided in the contract documents.
- q. **Resident Project Representative:** The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. **Specifications:** A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. **Subcontractor:** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.
- u. **Substantial Completion:** That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. **Supplemental General Conditions:** Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. **Supplier:** Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. **Work:** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. **Written Notice:** Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

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

3. **SCHEDULES, REPORTS AND RECORDS:**

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:
 - (1) The dates at which special detail drawings will be required; and

- (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

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

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

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

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.
- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
- h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.

8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

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

that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

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

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

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

- 12. SUPERVISION BY CONTRACTOR:** The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- 13. CHANGES IN THE WORK:**
- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
 - b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.
- 14. CHANGES IN CONTRACT PRICE:** The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices previously approved;
 - b. An agreed lump sum.
- 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**
- a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
 - b. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
 - c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
 - d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires,

flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

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

17. SUBSURFACE CONDITIONS:

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

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

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

- (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents; then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.
- c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the delivery of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.
- f. If the performance of all or any portion of the work is suspended, delayed or interrupted is a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.

19. PAYMENT TO CONTRACTOR:

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate

- approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Certified worksheets for employees must accompany the request for payment.
- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
 - c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
 - d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
 - e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
 - f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
 - g. If the Owner failed to make payment within thirty (30) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

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

21. INSURANCE:

- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
 - (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
 - (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

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

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

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not

be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.

- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

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

27. ENGINEER'S AUTHORITY:

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

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

28. LAND AND RIGHTS-OF-WAY:

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

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

30. ARBITRATION BY MUTUAL AGREEMENT:

- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.
- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

- 31. TAXES:** The CONTRACTOR will be exempt from paying sales tax for materials purchased specifically for this project.

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SUPPLEMENTAL GENERAL CONDITIONS

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

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

1. **CONTRACT APPROVAL:**

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

2. **CONTRACT CHANGE ORDERS:**

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.
- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. **PARTIAL PAYMENT ESTIMATES:**

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
- b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;

- (4) A reasonable doubt that the work can be completed for the balance then unpaid;
- (5) Damage to another contractor;
- (6) Performance of work in violation of the terms of the contract documents.
- c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
- d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
- e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

4. CONFLICT OF INTEREST:

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

5. PROTECTION OF LIVES AND PROPERTY:

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

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

- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
- b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to

any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.

b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

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

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

- a. Including qualified small, minority and women's businesses on solicitation lists;
- b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible;
- d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
- e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
- f. Requiring each party to a subcontract to take the affirmative steps of this section; and
- g. Contractors are encouraged to procure goods and services from labor surplus area firms.

10. **ANTI-KICKBACK:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.

11. **VIOLATING FACILITIES:** Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.

12. **STATE ENERGY POLICY:** The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.

13. **EQUAL OPPORTUNITY REQUIREMENTS:** For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).

- a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard

Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.

15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):

- a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
- b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
- c. The five percent retainer that applies to material installed will also apply to materials stored on the site;
- d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.

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

17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma Department of Environmental Quality has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.

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

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SECTION 01110

DESCRIPTION OF WORK

PART 1 - GENERAL

This project includes constructing approximately 8,100 l.f. of new 6"-12" PVC water line and appurtenances. The work shall include all labor, materials, equipment, construction tools and equipment needed to perform the work.

- A. The work is located in Blanchard, McClain County, Oklahoma.

"END OF SECTION"

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SECTION 01151

UNIT PRICES

PART 1 - GENERAL

The items listed in the bid schedule are basis of payment for all work required under this contract. Payment for work not specifically indicated in the description of unit prices will be considered to be incidental and shall be included in the unit prices stated in the bid schedule.

“END OF SECTION”

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SECTION 01520

PROTECTION OF WORK AND PROPERTY

PART 1 - GENERAL

- A. The Contractor shall protect and secure all construction work during the construction period. He shall construct temporary security fences as needed to keep the Owner's property fenced and secure at all times if the existing fence is opened or removed to facilitate the Contractor's operations.
- B. The Contractor, at his own expense, shall provide an electrical or mechanical device to assist in locating any hidden utility lines or pipelines, and shall discover any such facility in the way of the required excavation and construction, whether or not they are shown on the plans. The Contractor shall protect such facilities against damage resulting from excavation, freezing, exposure, heavy equipment, or other hazards related to the work. He shall perform any necessary disconnection, replacement, repair, adjustment, relocation, reinforcement, or protection of such structures at no expense to the Owner.
- C. Contractor shall protect all existing facilities from damage and shall repair all damage thereto caused by the construction operations.

"END OF SECTION"

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SECTION 01550

ACCESS ROADS AND PARKING AREA

PART 1 - GENERAL

Contractor shall provide parking for all of his employees at the site such that it will not interfere with the Owner's daily activities. All heavy equipment shall be brought to the site of the work in such a manner which will not cause damage to the Owner's streets and drives.

"END OF SECTION"

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SECTION 01567

POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUBMITTALS

Prior to on-site construction, the Contractor shall submit a description of his scheme for disposing of waste materials resulting from his work.

PART 2 - PRODUCTS

2.1 MATERIALS

Materials shall be at the Contractor's option.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall control the disposal of fuels, oils, bitumens, calcium chloride, acids or harmful materials, both on and off the premises.
- B. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides and insecticides from entering public waters.
- C. Water used in on-site materials processing, concrete curing, foundation and concrete cleanup, and other wastewaters shall not be allowed to enter public waters.

3.2 EROSION CONTROL

- A. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall be graded to control erosion.
- B. Temporary control measures such as hay bails and silt fences shall be provided and maintained until permanent drainage facilities are completed and operative.
- C. The areas of bare soil exposed at any one time by constructive operations should be held to a minimum.

3.3 WASTE DISPOSAL

- A. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed areas.
- B. Where directed by the Owner's Representative, contaminated ground shall be excavated, disposed of as approved, and replaced with suitable fill material, all at the expense of the Contractor.

3.4 BURNING

- A. Material shall not be burned on the premises.
- B. If the Contractor elects to dispose of waste materials off the premises by burning, he shall make his own arrangements.

3.5 DUST CONTROL

- A. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, waste areas, borrow areas, and all other work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to others.
- B. Temporary methods consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust.
- C. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

“END OF SECTION”

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the contract.
 - 5. Approved shop drawings, product data and samples
- B. Related requirements in the Other Parts of the Project Manual:
 - 1. Conditions of the Contract

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Shop Drawings: Section 01330

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in apart from documents used for construction.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all time for inspection by Owner's representative.

1.4 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal work until required information is recorded.
- C. **Drawings**

Legibly mark to record actual construction:
 - 1. Location of lines and structures referenced to permanent surface improvements.

2. Location of utilities within 10 feet of new lines and 25 feet of structures.

D. Specifications and Addenda

Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Change made by Change Order.

E. Drawings and Specifications

Post addenda items, whether written or drawn, on the pages affected such that:

1. Cut-offs of items are securely attached to the sheet that the addenda modified.
2. The addenda number is reflected in each posted item.
3. Completely revised sheets are posted over the sheet revised and the outdated sheet is labeled "void".

1.5 SUBMITTALS

- A. At Contract closeout, deliver Record Documents to Engineer.
- B. Accompany submittals with transmittal letter in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of contractor or his authorized representative

“END OF SECTION”

SECTION 01740

CLEANING

PART 1 - GENERAL

The Contractor shall police the site of construction for trash and waste materials on a continual basis, maintaining the site in a neat and orderly condition throughout the construction period.

PART 2 - PRODUCTS

2.1 FINAL CLEANING UP

- A. Prior to placing the new facilities into operation or testing, the Contractor shall clean and remove all trash, silt, sand, and other debris from all equipment, structures, and pipelines.
- B. All trash, debris, materials from demolished structures, trees, tree stumps, construction materials, and waste concrete shall be removed from the site by the Contractor. Temporary waste piles may be permitted during construction at locations acceptable to the Owner and Engineer. These shall be cleared and restored to their original condition prior to completion of the work.

“END OF SECTION”

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SECTION 02315

TRENCHING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

The Contractor shall comply with all federal, state, and local regulations for the protection of workers and the safety of the general public.

1.1 WORK INCLUDED

- A. Excavation and backfill for all buried pipelines and appurtenances to the lines and grades and at the locations shown on the plans.
- B. Stockpiling topsoil and subsoil on site.
- C. Removing surplus material from the trench and/or site to a site approved by the Owner.
- D. Placing and compacting granular beds and/or initial fills under and over pipelines, to rough grade elevations, and dewatering of trenches during installation.
- E. Placing and compacting final backfill to rough grade elevations.
- F. Incidental Work

1.2 SPECIAL REQUIREMENTS

- A. Protect bottom of excavations and soil around and beneath foundations from frost, and dewater trenches where excavations are below ground water level.
- B. Where excavation or demolition is to be carried on adjacent to buildings, property, or construction, owned by the Owner or others, the Contractor shall give due and legal notice to such Owner and shall take all steps necessary to protect adjacent construction from damage arising out of construction operations.
- C. The Contractor will be held liable for any damage that may result to neighboring property from excavation or construction operations.

1.3 SEPARATION FROM OTHER UTILITIES

- A. The location and extent of proposed utilities and structures as shown on the Contract Drawings have been selected to provide the least possible interference with known existing utilities and facilities.
- B. Sanitary sewers must have the following horizontal separation:
 - 1. 50 feet from petroleum product tanks unless constructed of ductile iron pipe which shall be no closer than 10 feet (joint material shall be resistant to petroleum products);
 - 2. 300 feet from a public water supply well

3. 50 feet from a private water well;
 4. 10 feet from any existing or proposed water main; and
 5. 5 feet from electrical lines and petroleum lines.
- C. Sanitary sewers must cross at least 24 inches above or below water mains, and the crossing section centered so that the joints will be as far as possible from the water mains.
- D. Water lines must have the following horizontal separation:
1. Measure the separation distance edge to edge;
 2. Locate water mains at least 10 feet horizontally from any existing or proposed sewer lines;
 3. 50 feet from a private water well;
 4. Locate water mains at least 5 feet horizontally from any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines, and other buried utility lines;
 5. Locate cast iron water lines at least 10 feet from any gasoline storage tank and lines, and PVC water lines at least 50 feet horizontally from any gasoline storage tank and lines;
 6. Locate water lines at least 15 feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- E. Water lines must have the following vertical separation:
1. Measure the separation distance edge to edge;
 2. Lay waterlines crossing sewer lines to provide a minimum vertical distance of 24 inches between the water main and the sewer line. Arrange the piping so that joints in a 20-foot length of PVC or 18 foot length of cast iron sewer pipe will be equidistant from the water main. Where a water main crosses under a sewer, provide adequate structural support for the sewer to prevent damage to the water main.
 3. Maintain a two foot vertical separation between water lines and any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines, and other buried utility lines.
- F. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, design and construct the sewer line equal to water pipe, and pressure test it to assure water tightness of joints adjacent to the water line prior to backfilling. Sewer lines shall not be laid in water line trenches.

1.4 EXISTING CONDITIONS

- A. The Contractor shall assume the risk of encountering quicksand, hardpan, rock, boulders, clay, rubbish, unforeseen obstacles, underground conduits, gas pipe, drain tile, trees, roots, timber or masonry structures, railroad tracks, pavements and sidewalks, and the delay or damage associated with same, whether or not these obstacles are shown on the Contract Drawings.
- B. The Engineer has the right to make minor variations in the location of proposed work during construction. No extra payment will be allowed the Contractor for such shifts in alignment or location.

1.5 OTHER GOVERNING STANDARDS, PROCEDURES, POLICIES AND SPECIFICATIONS

- A. The above cited work shall be performed in accordance with these specifications and the latest revision of the following Standard Recommended Practices (as a minimum):
 - 1. Gravity Sewer Pipes
 - a. ASTM C-12 for Vitrified Clay Pipe (VCP) installations.
 - b. ASTM D-2321 for Flexible Thermoplastic Pipe (PVC) installations.
 - c. ASTM A746-09 for Ductile Iron Pipe (DIP) installations
 - 2. Pressurized Flexible Water Pipe
 - a. SCS 430-EE for Low Pressure Plastic Irrigation Pipe (PIP) installations.
 - b. SCS 430-DD for High Pressure Plastic Irrigation Pipe (PIP) installations.
 - c. ASTM D-2321 for Flexible Thermoplastic Pipe (PVC) for installation.
 - d. ANSI/AWWA C605-05 for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
 - e. Any Special Requirements of the various pipe manufactures.
- B. The intent of these Specifications and the above cited Practices must be satisfied in accordance with the following specifications in the regions of jurisdiction where they apply.
 - 1. The Oklahoma Department of Environmental Quality.
 - 2. The Oklahoma State Department of Health.
 - 3. Local and County standards and specifications.

PART 2 - PRODUCTS

2.1 BEDDING AND/OR INITIAL FILL MATERIALS

Bedding or initial fill material shall meet the requirements of ASTM D2321 for the class of materials described in this section.

- A. **Class I -** Angular crushed stone and stone/sand mixtures.
- B. **Class II -** Coarse sands and gravels with a maximum particle size of 1-1/2". These materials may have small percentages of fines, but shall be generally granular and non-cohesive, either wet or dry. Class II materials shall include ASTM Soil Groups GW, GP, SW, and SP.
- C. **Class III -** Coarse-grained soils with fines including silty gravels, clayey gravels, silty sands, and clayey sands. Class III materials shall include ASTM Soil Groups GM, GC, SM, and SC.
- D. **Class IVA -** Fine-grained soils including silts, very fine sands, sandy clays, silty clays and other clays with low to medium plasticity.

2.2 FINAL BACKFILL MATERIALS

Normally, subsoil will be used which is free from roots more than 1 inch in diameter, rock larger than 3 inches in size, and building debris.

2.3 SHEETING AND BRACING

A. Sheeting Lumber

Any species which will satisfactorily stand driving; which is sawed, or hewn, with square corners; and which is free from worm holes, loose knots, wind shakes, decayed or unsound portions, or other defects which might impair its strength or tightness. Minimum thickness: 2-inch nominal.

B. Bracing Lumber

No. 2 common yard lumber for timber in sizes less than six (6) inches, and common structural grade lumber or timbers in sizes equal to or greater than six (6) inches.

2.4 DEWATERING EQUIPMENT

Removal of ground water and surface water may be done with wellpoints, sump pumps, or other equipment suitable for the conditions encountered.

PART 3 - EXECUTION

3.1 PREPARATION AND LAYOUT

- A. Establish extent of excavation by area and elevation. Designate and identify datum elevation.
- B. Prepare right-of-way as required.
- C. Set required lines and grades.

3.2 TRENCHING

A. Width Limitations

Excavate the ground in open trenches, of sufficient width to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the pipelines and appurtenances as shown on the Drawings and for removing any material which the Engineer may deem unsuitable for foundation.

B. Length Considerations

Do not advance the excavation of the trench more than 200 feet ahead of the completed pipe work for trench excavation along a Federal, State or County Highway or Road.

C. Depth Requirements

Pipe trenches shall be excavated to the lines and grades shown on the plans plus any extra subgrade depths as dictated by the Class of bedding selected from ASTM C-12 or D-2321 and/or as dictated by poor in-situ foundation materials.

3.3 EXCAVATION

- A. Excavation shall include the furnishing of all labor, materials, tools, equipment, and machinery necessary for: cleaning and removing from the line of the sewer all obstructions, paving, trees, brush, etc., furnishing, putting in place, all necessary sheeting, shoring and bracing to protect the work and adjacent property; all pumping necessary to keep the trenches free of water while the sewer is being laid and to keep all service, collection and outfall lines in use during construction; protecting and restoring, if damaged, to their original condition, all existing pipe, conduits, culverts, telephone or electric circuits, fences, building, trees, and all other public or private property where work is done; removing after completion of all sheeting, and disposal as directed of all excess and unsuitable material not needed; all backfilling, tamping, compacting, flushing, and refilling after settlement of all trenches, and restoring to the original surface all streets, alleys or private rights-of-way.
- B. If the bottom of the trench is in rock, the excavation shall be carried six inches below grade, backfilled and thoroughly tamped with earth, sand, or chat. The cost for this excavation shall be included in the unit price bids as provided in the bid form and will not be considered in calculations of depth of work. Bedding for VCP shall conform to WPCF Manual of practice No. 9-Class B-compacted granular bedding with tamped backfill.

- C. Precaution must be made to prevent slides and cave-ins. Tight sheeting shall be provided to maintain the sides and bottom of the trench in wet, caving, or flowing ground. Sloping side of the trenches will be permitted only with written approval of the Engineer and then no extra shall be allowed for the extra excavation. Safe access shall be provided to all private or public property along the line of work, with no allowance for extra pay for the same.
- D. Excavation for all structures shall be figured on a basis of vertical sides, and a size two feet outside of the outside edge of all footings. No allowance will be made for sheeting, dewatering, or furnishing and placing ballast if found necessary or for necessary backfilling. All other specifications for excavation herein contained shall apply.
- E. All excavation during its progress and after its completion shall conform to lines and grades shown in plans. Bottom of trenches shall be shaped as nearly as possible to fit the bottom one-third (1/3) of the pipe to be laid, with bell holes at the joints of all pipes so that the pipes will have uniform bearing on the ground from end to end. Should the trench be excavated to a greater depth than that shown in plans, it should be refilled to grade with well-tamped materials, not with standing that it may be necessary to bring such material from other localities to form a solid, approved bed.

F. **Excavation in Advance of Construction**

The amount of trench excavated approximately to grade shall not exceed 150 feet and no trench excavation whatever shall be made farther than 300 feet in advance of sewer construction.

G. **Earth Excavating**

Earth excavation shall comprise all materials, wet or dry, to be excavated and removed other than those described as rock excavation. No rock classification shall be considered unless specifically mentioned in the bid forms and a bid item provided.

H. **Rock Excavation**

1. Rock excavation shall comprise solid rock in formations in original bed or well defined ledges more than twelve (12) inches in thickness, or detached solid masses of stone more than twenty-seven (27) cubic feet in volume, which cannot be excavated, loosened or removed by any other process other than by drilling and blasting. No soft or disintegrated rock that can be removed with a pick or jack hammer, without first drilling and blasting, will be classified as rock excavation. This classification does not preclude contractor from drilling or blasting other material at no extra charge.
2. All rock excavation will be included in the lump sum or unit price work for pipe and/or appurtenances in place and no extra charge will be allowed for rock excavation unless separate provision is made by the Engineer for such charges to be shown in the bid form.

I. **Excavation Under Paving**

Unless otherwise directed or authorized by the Engineer, all paving encountered in the line of trenching shall be removed and replaced. Paving shall be replaced with construction conforming in type quality and dimensions to the pavement removed, or to a higher standard. Selected backfill material shall be used as shown on the standard details, and shall be sufficiently damp to be properly compacted by tamping. The backfilling shall be done in even layers, not exceeding six (6) inches in depth. The tamping shall continue until maximum compaction is obtained, or until compaction

comparable to the adjacent material has been reached. When the pipeline crosses paved streets or alleys, the original cut in the pavement shall be of the same width as the trench to be excavated. After backfilling and tamping, the paving cut shall be widened by saw cut to give the new paving base one (1) foot of bearing on solid ground on each side of the trench. The new paving over the cut shall be of the same materials as the rest of the street. All settlement in paving shall be replaced during the period of construction. Sidewalks or curbs across the line of the trench shall be tunneled where such tunnels will be less than 8 feet long. If a curb, gutter or sidewalk is damaged, the entire section, stone, or block shall be replaced in a first-class manner and of same material as the damaged part. Utilize Oklahoma Department of Transportation specifications on asphalt, AC and PCC paving.

J. Tunneling

1. Tunneling will be permitted wherever it is convenient to do so, provided the length of any tunnel shall not exceed one-half of the depth of the trench at the point where the tunnel is constructed, and provided that in no case shall the tunnel length be more than eight (8) feet unless special permission is given by the Engineer. Earth or sand backfill shall be thoroughly tamped into the tunnel from the open trench at the ends. If tunneling is required or directed by State or Federal regulations for such as highway crossings or if it is the regulation of a railroad to require tunneling for a crossing such tunneling shall be performed in strict accordance with such rules and regulations and without additional cost to the Owner.
2. Tunneling will also be required where specifically provided for on the plans and/or in the bid form.

3.4 EXCAVATION PLACEMENT

- A. Do not place excavated material on grass plots unless there is no other suitable place to put it.
- B. Place excavated material on pavements or sidewalks only on the explicit approval of the Engineer and then only when adequate provisions have been made for a satisfactory temporary passage of pedestrians and vehicles.
- C. Deposit excavated material so as to interfere as little as possible with the execution of the whole work or its several parts, and in such a manner that for each purpose the most suitable material may be placed in its final position but not in a manner to interfere with the satisfactory carrying out of the work.

3.5 SHEETING, SHORING, BRACING AND DEWATERING

- A. Furnish and install all temporary sheeting, shoring, timbering, bracing, boxes, and safety shields required to:
 1. Maintain the trench excavation in a condition to permit the safe and efficient accomplishment of the work covered under this Section and other applicable Sections.
 2. Protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation that might be disturbed during the progress of the work.
- B. Remove the sheeting and bracing as the work progresses in such a manner as to prevent the caving in of the sides of the excavations, or any damage to masonry.

- C. Carefully fill all vacancies left by the sheeting and bracing with fine sand and compact as directed by the Engineer.
- D. Sheeting, shoring, timbering, and bracing for open trenches and excavations may be ordered left in place by the Engineer when, in his opinion, such is necessary for the protection of the work, the public, or the adjacent property.
- E. Provide dewatering and gravel bedding to stabilize the trench bottom where seepage or ground water is encountered.
- F. In cohesive soils crushed rock bedding and open pumping may be used.

3.6 FOUNDATION STRENGTHENING

- A. After the excavation is opened and to grade, it will be examined by the Contractor who will determine if it is a satisfactory foundation for masonry or pipes. Where necessary, appropriate tests shall be made by the Contractor to determine the safe bearing capacity of the foundation soils.
- B. If the materials encountered in an excavation are not suitable, excavate an additional depth or width to provide proper bearing for pipe or masonry.
- C. Clods, rocks, uneven spots or poor support materials which could damage or cause non-uniform support to the pipe shall be removed. The trench bottom shall be undercut a minimum of four inches below final grade at such locations, filled with bedding material as described in Part 2.0, and compacted to 95% standard Proctor density at optimum moisture to optimum moisture plus three percent.
- D. Excavation made below that necessary for the proper installation of the pipelines will be refilled only with properly graded granular materials as described in Part 2.0 of this Section and thoroughly compacted, all at the Contractor's expense.
- E. Where excavation exceeds the above Width Limitations (or a new limitation established by the Engineer), backfill with bedding material to a point eight (8) inches above the top of the pipe for rigid pipe materials (VCP, DIP, etc.) and twelve (12) inches above the top for flexible pipe materials (PVC, PIP, etc.), or;
- F. Furnish and install a concrete cradle as shown on the Contract Drawings on all installation on which the theoretical crushing strength of the pipe is not equal to or greater than the weight of the backfill and any superimposed load resulting from excessive width of trench at the top of the pipe.
- G. In extremely unstable materials, at the direction of the Engineer, wood sheeting shall be left in place and, the selected foundation material shall extend the entire width between sheeting.

3.7 PIPE BEDDING OR INITIAL BACKFILLING

- A. Carefully prepare foundation so that the pipe after installation will be true to line and grade.
- B. Surface grade the fill material or the trench subgrade beneath the pipe to provide a uniform and continuous support beneath the pipe at all points between bell holes or pipe joints.

- C. In sand and gravel excavation the bottom of the excavation shall be slightly rounded to provide as much bearing area as possible for the lower quarter of the pipe.
- D. On all pipelines where the pipe joint units extend beyond the diameter of the pipe barrel, provide bell holes across the trench and lug location. Bell holes shall be deep enough and wide enough to accommodate the flare of the pipe being installed, and to permit ample room to construct the joint.
- E. After each pipe has been brought to grade, aligned, and placed in final position:
 - 1. Deposit and compact sufficient bedding or initial fill material under the pipe haunches and on each side of the pipe to hold the pipe in proper position during subsequent pipe jointing, bedding, and/or initial backfilling operations;
 - 2. Deposit bedding material or initial fill material uniformly and simultaneously on each side of the pipe to prevent lateral displacement;
 - 3. Tamp backfill material in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Remove all stones found in the trench to a depth of at least 6 inches below the bottom of the pipe.
 - 4. The bedding and/or initial fill materials for gravity sewer pipe will be placed in accordance with the ASTM C-12 or D-2321 based on the Class of material utilized;
 - 5. Place VCP that is to be bedded in a concrete cradle or encased in concrete in proper position on temporary supports consisting of preshaped wood blocks, or bricks with wood wedges;
 - 6. When necessary, rigidly anchor or weight the pipe to prevent flotation when the concrete is placed;
 - 7. Place concrete for cradles, arches, or encasement uniformly on each side of the pipe and deposit at approximately its final position;
 - 8. Do not move concrete more than 5 feet (1.5 m) from its point of deposit;
 - 9. Concrete placed beneath the pipe shall be sufficiently workable so that the entire space beneath the pipe can be filled.

3.8 BACKFILL ADJACENT TO STRUCTURES

- A. Backfill adjacent to structures shall be placed and compacted uniformly in such a manner as to prevent wedging action or eccentric loading upon or against the structures.
- B. Slopes bounding or within areas to be backfilled shall be stepped or serrated to prevent sliding of the fill.
- C. During backfilling operations and in formation of embankments, equipment that will overload the structure in passing over and compacting these fills shall not be used.

3.9 FINAL BACKFILL OVER TRENCHES

- A. After carefully placed initial backfill, the final backfilling may be done with equipment. The materials should not contain large lumps or boulders that might damage pipe or hinder compaction. Final compaction may be obtained by using water and/or compaction equipment, depending on type of backfill material used. Heavy mechanical compaction equipment should not be used unless there is a minimum of 5 feet of cover. The backfill material shall be neatly graded off to a crown slightly above original ground elevation. All spoil material shall be removed and work site left in a neat condition.

- B. It is permissible to use excavated material as final backfill if it does not contain large stones, frozen clumps of dirt, etc. Final backfill shall be of compaction comparable to adjacent material.

“END OF SECTION”

SECTION 02445

BORING

PART 1 - GENERAL

1.1 DESCRIPTION

This section covers furnishing and installation of pipe by trenchless method of Boring as shown on the plans or specified. Boring consists of the initial installation of a steel casing pipe, installed mechanically, with a suitable assembly designed to produce a smooth, straight shaft at the established line and grade. The pipe is then installed inside the casing pipe pursuant to the Standard Detail for Boring. Any trenchless method of construction not utilizing a steel casing pipe shall not be considered a boring operation.

1.2 SUBMITTALS

Submittals shall be provided in accordance with the requirements specified in Section 02512.

1.3 PIPE MATERIALS

Acceptable carrier pipe materials and fittings shall meet the requirements of Section 02512 or 02513.

1.4 CASING PIPE MATERIALS

Acceptable casing pipe materials shall meet the following requirements:

A. Submittals

When requested, the Contractor shall submit the following, provided that all applicable requirements are met, and that visual inspection at destination shows the workmanship and condition of material to be satisfactory.

1. Type "A" certification for pipe and coating
2. Shop drawings of pipe, joints and seams
3. Documentation of manufacturer's on-going quality control program.

B. Materials

1. Steel pipe shall conform with ASTM A-139, Standard Specification for Electric-Fusion (ARC)-Welded Steel Pipe (NPS 4 and Over). The steel material shall be new or like new, smooth wall, carbon steel, Grade B, with minimum sixty thousand pounds per square inch (60,000 psi) tensile strength, and minimum thirty-five thousand pounds per square inch (35,000 psi) yield strength. Pipe shall be free from oil, grease, and other contaminates.

2. The pipe shall be straight seam pipe, seamless pipe, or spiral weld pipe. For spiral weld pipe, the spiral shall be one hundred percent (100%) welded, and the weld's height over the outside wall surface shall be equal to or less than three-sixteenths inch (3/16"). All steel pipe shall be square cut and shall have a roundness such that the difference between the major and minor outside diameters shall not exceed one (1%) percent of the specified nominal outside diameter or one-fourth inch (1/4"), whichever is less. The outside circumference must be within plus or minus one percent (1%) of the nominal circumference or within plus or minus one-half inch (1/2"), whichever is less. The pipe shall have a maximum allowable straightness deviation in any ten foot (10') length of one-eighth inch (1/8"). Steel pipe joints shall be continuously welded with an approved butt weld. The welds shall attain the full strength of the pipe and shall result in a fully watertight section. The welded joints shall conform to the requirements of AWWA C-206.
3. Interior and exterior linings or coatings are not required.

C. Boring Installations

1. Casing Pipe Size

Steel casing pipe shall have an inside diameter at least 4" greater than the largest outside diameter of the carrier pipe's main joint or exterior restrained joint, whichever is greater.

2. Casing Pipe Thickness

Steel casing pipe shall have the following minimum thickness(es), in inches, for the indicated diameter(s), in inches:

Nominal Thickness Inches	Nominal Diameter Inches
0.250.....	Under 18
0.375.....	20
0.375.....	24
0.500.....	30
0.500.....	36

PART 2 - CONSTRUCTION REQUIREMENTS

2.1 GENERAL

- A. Boring without the concurrent installation of a casing pipe shall not be permitted. All joints in casing pipe shall be welded. Casing pipe shall extend through the entire segment and be installed in a manner that shall not disrupt traffic nor damage railroad grade and surface. The introduction of water into the excavation is only allowed to lubricate the cutter and pipe. Pressure jetting or puddling will not be permitted.
- B. The size of the bored hole shall not exceed the outside diameter of the pipe to be installed more than two- inch (2"). The use of water or other fluids in connection with the boring operation shall only be permitted when approved by the Engineer.
- C. Nothing contained herein shall be construed as relieving the Contractor from his responsibility for the safety of the work and for all damage to persons and property.

2.2 SKID SUPPORTS

A. Casing Spacers

Casing spacers shall be PVC with stainless steel bands as manufactured by Advance Products & Systems, Inc. of Lafayette, Louisiana or approved equal. Use and positioning of spacers shall be in accordance with the manufacturer's recommendations, but in no case shall spacing be less than three (3) units per 18-20' joint.

2.3 PLUGGING PIPE ENDS

Both ends of the casing pipe shall be plugged with a neoprene end seal, or grout or concrete having a minimum compressive strength of twenty-five hundred pounds per square inch (2,500 psi) or grouted masonry and shall conform to the applicable requirements. Each plug shall be a minimum length of eighteen inches (18"). The grouting pressure, when required, shall be in accordance with the pipe manufacturer's recommendations.

2.4 REQUIREMENTS FOR RAILROAD CROSSINGS

- A. Boring shall not take place during train movement.
- B. Full time flagman is required while boring.
- C. A slow order shall be put in place prior to beginning the bore.
- D. The inside of the casing and the annular space between the bore hole and the casing shall be grouted with a flowable fill consisting of a portland cement grout having a minimum twenty-eight (28) day compressive strength of one thousand pounds per square inch (1,000 psi). The Contractor shall install a vent pipe higher than the upper end of the pipe to ensure that the annulus is completely filled with grout.
- E. A bentonite slurry, or approved equal, shall be used to stabilize the bore hole through a supply pipe attached to the casing.
- F. The leading edge of the casing pipe shall never advance ahead of the cutting head.

PART 3 - BASIS OF PAYMENT

- A. "Boring" shall be paid at the unit price bid per lineal foot and the price established shall be full compensation for all materials, including pipe, labor, tools, equipment and incidentals necessary to complete this item of work. The following items should be considered incidental to this work and will not be paid directly: excavations, sod, pipe bedding material and fill and deflection testing.
- B. Other items will be paid for directly or indirectly in accordance with these specifications.
- C. "Boring" shall be measured along the ground surface.

“END OF SECTION”

SECTION 02505

STEEL PIPE

PART 1 - GENERAL

This specification covers steel pipe intended for the conveyance of fluids or gases and may be either Mill-Type or Fabricated Electrically Welded Steel Pipe. The Contractor will be required to supply first class materials of standard brand, made or manufactured in the United States of America. The Contractor will comply rigidly with good workmanship practices. Each line or run of pipe shall be measured along the land surface and continuous through all fittings and appurtenances as a basis for payment.

1.1 SCOPE

This specification covers steel pipe in all sizes; single or double random lengths or specified laying lengths; in standard sections or special sections required for changes in alignment or grade, closure, curves, or any special conditions; and with ends prepared for the type of joint specified on the plans or in the specification or as authorized by the Engineer in writing.

1.2 QUALITY CONTROL

The Engineer shall have the right to reject pipe based upon visual defects including out-of-roundness, rough interior, discoloration, warping, or other visual defects which, in the opinion of the Engineer, affect the function or life of the pipe.

PART 2 - STEEL PIPE AND FITTINGS

2.1 MATERIALS AND MANUFACTURES

The steel material shall be new, smooth wall, carbon steel, Grade B, with minimum sixty thousand (60,000 psi) pounds per square inch tensile strength, and minimum thirty-five thousand (35,000 psi) pounds per square inch yield strength.

A. Governing Specifications

The pipe shall be complete with all appurtenances conforming with the following applicable standards of the American Water Works Association (AWWA) and the American Petroleum Institute (API) or the latest revisions thereof.

1. AWWA C201 (Fabricated Electrically Welded Steel Water Pipe)
2. AWWA C202 (Mill-Type Steel Water Pipe)
3. API 5L (Specifications for Line Pipe)
4. AWWA C203 (Coat-Tar Enamel Protective Coating for Steel Water Pipe)
5. AWWA C205 (Cement-Mortar Protective Coatings for Steel Water Pipe)

6. AWWA C206 (Field Welding of Steel Water Pipe Joints)
7. AWWA C207 (Steel Pipe Flanges)
8. AWWA C208 (Dimensions for Steel Water Pipe Fittings)
9. AWWA C602 (Cement-Mortar Lining of Water Pipelines in Place-Sizes 16-inches or over)

B. Design Conditions

The pipe shall be designed for the laying conditions as shown on the plans and the design working pressure shall be a minimum of 150 psi or as otherwise shown on the plans or stated in the specifications. The following conditions shall be accounted for: internal pressure, external pressure, special physical loadings and or practical requirements.

C. Chemical Properties

The steel furnished for pipe under this specification shall be of good welding quality and shall conform to the grade of pipe as shown on the plans or in the specifications.

D. Physical Properties

Pipe furnished under this specification shall be of grades B, C, or D of ASTM A-283 (Low and Intermediate Tensile Strengths of Carbon Steel Plate for Structural Quality) or of grade A of ASTM A-245 (Light-Gauge Structural-Quality Flat Hot-Rolled Carbon Steel) for Fabricated Electrically Welded Steel Pipe or of the latest revision of the above named standards or as specified on the plans or in the specifications.

E. Wall Thickness

Wall thickness shall be as shown on the plans or in the specifications.

F. Linings and Coatings

All steel pipe shall be coated on the outside with a bituminous coating. Contractor shall touch-up all linings or coatings damaged during cutting, welding, or installation.

G. **Fittings**

Fittings shall be of the same manufacture as the pipe used, or as specified or approved by the Engineer. All fittings where applicable shall be lined and coated as required for the pipe.

H. **Joints**

The joints shall be those as specified on the plans and/or as approved by the Engineer.

1. **Mechanical Joint:** The ends of the pipe for mechanically coupled field joints shall be as specified by the Engineer and shall be plain, grooved, or banded in order to utilize the proposed coupling which shall be the Dresser or Victaulic or approved equal. The outside ends of plain-end pipe shall be free from surface to surface for a sufficient distance from the ends to permit the pipe to make a watertight joint with the coupling. The ends shall be square cut or beveled and the inside and outside edge burrs shall be removed. Ends for the other types of mechanical couplings shall have tolerances within the limits required by the manufacturer of the coupling to be used.
2. **Welded Joint:** Prior to welding all foreign matter shall be removed from the ends to be welded and the pipe shall be carefully aligned and maintained in alignment until welding is completed. The number of beads required shall be governed by the wall thickness of the pipe.
 - a. After the root bead, each succeeding bead shall have a thickness of approximately 1/8 inch. The number of filler beads shall be such that the completed weld will have a reinforcement of not less than 1/32 inch and not more than 1/16 inch above the pipe surface with the width of the original groove on butt welding joints. On lap joints fillet welds shall be of such size as required to transmit the stresses incurred by the laying conditions but in no case shall they be less full. Unless otherwise shown on the plans or in the specifications single fillets shall be used and they will be outside welds.
 - b. Welded metal shall be thoroughly fused to previous beads and to the parent metal of the pipe. Welded metal shall be thoroughly cleaned and brushed after each bead and after the completion of the joint. Welds shall be free from gas pockets, surface porosity, overlaps and undercuts.
 - i. Welding equipment and materials shall be subject to the inspection and approval of the Engineer as to kind and condition at all times.
 - ii. Contractor shall use only competent and skilled workman for welding and all work shall be completed in a workmanlike manner to the satisfaction of the Engineer.

- iii. The Contractor shall suspend work or workmen whenever, in the opinion of the Engineer, conditions are not conducive to good workmanship. The Owner reserves the right to require the Contractor to make tests of welded joints for tensile strength, fusion and ductility. The Owner may order the Contractor to cut sections of the pipe at any time or place and the Contractor shall be required to make tests as a part of this contract without additional compensation. Welds shall show full penetration and an ultimate tensile strength of not less than one hundred percent (100%) of the strength of the base material. Any weld fractured in testing, either by bending or pulling shall show homogeneous structure without evidence of porosity or failure of welding metal to bond with the base metal. Testing of welds shall be made in accordance with the latest revisions of AWWA C206 or the API standards.
 - iv. Welding rods shall conform to the American Welding Society Specifications for standard oxy-acetylene welding methods or arc welding.
3. Threaded Joint: Threaded joints where permitted shall be as follows: In jointing threaded pipe, "Rector" or equal thread jointing compound shall be applied to the male threads, and the joints shall be tightened with wrenches that are suitable for the purpose, and in manner that will not cause the protective covering to be injured. No cement of any kind shall be used in making the joint.
 4. Drive Joint, Joint by Flanges, and Bell and Spigot: These types of joints where permitted shall be in accordance with the applicable requirements as stated within the AWWA standards and shall be installed according to recommendations of the manufacturer.

I. Specials

All specials shall conform to the latest revision of the AWWA standards or the API standards as applicable.

J. Tests

1. Test Requirements and Procedures: The pipe shall be tested in accordance with the procedure as set forth in the appropriate AWWA or API Standard under which the pipe is manufactured.
2. Test Reports: Certified records of the tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the Engineer with each shipment of pipe.

K. Jointing Material

All jointing material for the mechanical coupling and bell and spigot joints shall be of a type, make and quality approved by the Engineer and shall conform to the requirements of applicable AWWA, API or Federal Specifications.

L. Manufacturer's Markings

All pipe, fittings, and specials shall be clearly marked showing the manufacturer's name and mark; size of pipe, weight per foot and grade of steel.

PART 3 - INSTALLATION

3.1 GENERAL

Pipe and accessories shall at all times be handled with approved equipment, employing stout, wide canvas or rubber covered slings and wide padded skids to insure a delivery on the work in a sound and undamaged condition.

3.2 CUTTING

Cutting of pipe for closure pieces or for other reasons shall be done in a neat and workmanlike manner by a method that will not seriously damage the pipe or coating. Unless otherwise authorized by the Engineer, all cutting of pipe shall be done by means of oxy-acetylene or arc methods.

3.3 PLACING AND LAYING

Before lowering, and while suspended, the pipe shall be inspected for defects. Any defective, damaged or unsound pipe will be rejected. Deflections from straight line or grade, made necessary by vertical curves or horizontal curves or offsets shall not exceed the maximum as stated by the AWWA or the pipe manufacturer. If the specified or required alignment requires deflections in excess of those specified above, the Contractor shall either provide at his own expense, special bends as approved by the Engineer or a sufficient number of shorter lengths of pipe to provide angular deflections within the limits set forth above. Except where necessary in making connections with other lines and as authorized by the Engineer, pipe shall be laid with the bells facing in the direction of laying and for lines on an appreciable slope, bells shall, at the discretion of the Engineer, face upgrade. Steel pipe laid above the land surface shall be supported as detailed on the plans and at intervals as designated.

3.4 INCIDENTAL ITEMS OF WORK

All fittings at bends in the pipe shall be firmly wedged against the vertical face of the trench with adequate thrust blocking to prevent the fitting from being blown off the lines when under pressure. When connections are made between steel pipe and other types of pipe the connections shall be made in a thorough and workmanlike manner to the satisfaction of the Engineer using proper specials and fittings to suit the actual conditions.

“END OF SECTION”

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SECTION 02512

PVC PRESSURE PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

This section covers the requirements for polyvinyl chloride pressure pipe and fittings greater than or equal to 4-inches in diameter. Installation of PVC pressure pipe shall be in accordance with the latest revision of AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

1.2 QUALITY ASSURANCE

A. Pipe Tests

Pipe materials and pipes of the same diameter and pressure class as those used on the job shall have been tested by the Manufacturer as required by ASTM D1784, ASTM D2241, and/or AWWA C-900 and AWWA C-905.

B. Fitting Tests

Fitting materials and fittings of the same diameter and pressure rating as those used on the job shall have been tested by the Manufacturer as required by AWWA C-110.

C. Joint Tests

1. Joints of the same diameter and class as those used on the job shall have been hydrostatically tested by the Manufacturer as required by ASTM D-3139.
2. Elastomeric materials and elastomeric gaskets of the same diameter as those used on the job shall have been tested by the Manufacturer as required by ASTM F-477.
3. Rubber materials and rubber-gasket joints for fittings of the same diameter as those used on the job shall have been tested by the Manufacturer as required by ASTM D1869 and/or AWWA C-111.

1.3 SUBMITTALS

A. Pipe manufacturer's certification stating the following:

1. Name of manufacturer.
2. Sampling, testing, and inspection have been done in accordance with the requirements of AWWA C-900, AWWA C-905, ASTM D-3139, and ASTM F-477, or ASTM 1784, ASTM D2241 and ASTM D1869.
3. The pipe joints pass the performance tests without leakage.

4. The pipes and gaskets meet the test result requirements of AWWA C-900, AWWA C-905, and ASTM D-477.
 5. Detailed design of the joints.
 6. Recommended installation instruction.
- B. Fitting manufacturer's certification stating the following:
1. Name of manufacturer.
 2. Sampling, testing, and inspection have been done in accordance with the requirements of AWWA C-110, AWWA C-111, and AWWA C-153, as applicable.
 3. The materials used in the manufacture of the fittings and rubber-gasket joints conform to the requirements of AWWA C-110, AWWA C-111, and AWWA C-153, as applicable.
 4. Fittings and rubber-gasket joints meet the test result requirements of AWWA C-110, AWWA C-111, and AWWA C-153, as applicable.
 5. Recommended installation instructions.
- C. Each certification submitted shall be signed by an authorized agent of the Manufacturer.

1.4 QUALITY CONTROL

The Engineer shall have the right to reject pipe based upon visual defects including out-of-roundness, rough interior, discoloration, warping, or other visual defects which, in the opinion of the Engineer, affect the function or life of the pipe.

PART 2 – MATERIALS

All pipe and fittings shall include the seal of approval (or NSF mark) of the National Sanitation Foundation if used for potable water.

All pipe used for reclaimed water shall be purple in color.

2.1 PVC PRESSURE PIPE

- A. PVC pressure pipe shall conform to AWWA C-900, AWWA C-905 or ASTM D2241 as specified on the drawings.
- B. Pressure class of pipe shall be as required based on the following conditions: Depth of cover shown on the drawings or indicated in these specifications, laying condition Class D, working pressure 200 psi, surge allowance 100 psi, temperature 100 degrees F.

C. Joints

1. Joints between pipe sections shall be the bell-and-spigot type with flexible elastomeric gaskets conforming to ASTM D-3139.
2. Elastomeric gaskets incorporated in the bell end shall conform to ASTM F 477.

2.2 FITTINGS

- A. Fittings shall be gray iron or ductile iron fittings conforming to AWWA C-110 or AWWA C-153.
- B. Fittings shall have mechanical joints conforming to AWWA C-111.
- C. Restrained Flange adaptors may be used in lieu of threaded flanged spool pieces. Flanged adaptors shall be the Series 2100 Megaflange Restrained Flange Adaptor as produced by EBAA Iron, Inc., or approved equal.
- D. Pressure rating of fittings shall be as specified above.

2.3 CAST IRON CONNECTION

When plastic pipe is to be connected to cast iron pipe by threading the plastic pipe, the plastic pipe shall be in accordance with Table 1. (Polyvinyl Chloride Schedule 80 P.V.C. Pipe).

TABLE 1. POLYVINYL CHLORIDE SCHEDULE 80 PVC PIPE			
Nominal Pipe Size (inches)	Minimum Wall Thickness (inches)	Nominal Pipe Size (inches)	Minimum Wall Thickness (inches)
1/4	0.119	3	0.300
3/8	0.126	3 1/2	0.318
1/2	0.147	4	0.337
3/4	0.154	5	0.375
1	0.179	6	0.432
1 1/4	0.191	8	0.500
1 1/2	0.200	10	0.593
2	0.218	12	0.687
2 1/2	0.276		

2.4 SAMPLING

- A. All pipe and couplings tested under these specifications shall be in a normal air-dried condition.
- B. Each standard, random, or short length of pipe and each coupling, sleeve or fitting shall be hydrostatically tested by manufacturer prior to shipment.

- C. The Contractor shall furnish the Engineer three copies of manufacturer's data showing the physical properties of the pipe furnished (bursting pressure, maximum working pressure, physical dimensions, and tolerances, etc.).
- D. The Contractor may be required to furnish sample of PVC pipe being used on the job to the Owner for the purpose of testing. The Owner or Engineer shall have the right to pick the location in the pipeline where the samples are to be taken. The samples shall be taken at no additional expense to the Owner.

2.5 SIZE DIMENSIONS AND WEIGHTS

- A. The lengths, diameters of machined and unmachined portions, variations from wall thicknesses, weights and all tolerances on the pipe, fittings, and valves shall be in accordance with the tolerances set forth in AWWA C-900, AWWA C-905, or ASTM D-2241 as revised and the manufacturers of said pipe, fittings and valves.
- B. The standard length shall be at least 20 feet + or -. At least 85 percent of the total footage of pipe of any one class and size shall be furnished in standard lengths.
- C. Each pipe shall be free from bulges, dents and tears that result in a variation in the diameter and any pipe containing these defects shall be rejected.

2.6 INSPECTION AND REJECTION

All material furnished under these specifications shall conform to the requirements stated herein and shall be subjected to the factory inspection and tests prescribed in these specifications. When requested by the purchaser on his order, the manufacturer shall notify the purchaser when the inspection and testing will be done so that the purchaser, at his expense, may arrange for witnessing such tests and inspections. In lieu of such inspection, when requested, the manufacturer shall be prepared to certify that his product conforms to the requirements of these specifications.

2.7 RESTRAINED JOINTS

- A. Restraint for mechanical joints on IPS O.D. (Class) PVC pipe systems shall be manufactured of ductile iron conforming to ASTM A536. A split serrated ring shall be used to grip the pipe in conjunction with a sufficient number of bolts connecting the serrated restraint to the joint and mechanical joint gland. The combination shall have a pressure rating equal to or greater than the adjacent pipe. The restraint for mechanical joint fittings shall be the Series 65MJ00, as manufactured by EBAA Iron, Inc., or approved equal.
- B. Restraint for PVC pipe bell (ASTM D2241) shall be manufactured of ductile iron conforming to ASTM A536. A split serrated ring shall be utilized behind the pipe bell. A split serrated ring shall be used to grip the pipe, and a sufficient number of bolts shall be used to connect the bell ring to the gripping ring. The restraint shall be the Series 6500, as manufactured by EBAA Iron, Inc., or approved equal.

- C. Restraint for PVC pipe bell (AWWA C900) shall be manufactured of ductile iron conforming to ASTM A536. A split serrated ring shall be utilized behind the pipe bell. A split serrated ring shall be used to grip the pipe, and a sufficient number of bolts shall be used to connect the bell ring to the gripping ring. The restraint shall be the Series 1500, as manufactured by EBAA Iron, Inc., or approved equal.

PART 3 - INSTALLATION

3.1 HANDLING

Pipe and accessories shall be handled in such a manner as to insure delivery to the job site in a sound, undamaged condition.

3.2 STORAGE

Pipe shall be stored in a covered or shaded area away from the direct rays of the sun. Do not store heavy materials on top of pipe. The pipe shall be stored away from other supplies of fuels, paints, solvents or chemicals.

3.3 EXCAVATION

- A. The trench shall be excavated to a smooth bottom, free of projecting rocks or other hard materials to a minimum depth of six inches below the bottom of the pipe. Trench should be wide enough to allow a moderate amount of snaking of the pipe from side to side to provide for expansion and contraction, but in no case shall the trench width be less than three times the diameter of the pipe to be laid in the trench.
- B. Trench excavation is unclassified unless specifically called out on the bid proposal.
- C. The minimum cover over the pipe shall be 36-inches unless stated differently on the plans.

3.4 LAYING

- A. The pipe shall be laid to the lines and grades established by the Engineer. Remove all stones found in the trench to a depth of at least 6-inches below the bottom of the pipe. The bottom of the trench shall be relatively uniform and in no case shall pipe be laid on rock. Where rock is encountered, **pipe shall be bedded on a minimum of four inches (4") of sand or compacted soil.**
- B. Long plastic pipe lines over 300 feet in length without an abrupt change in direction, shall be "snaked" in the trench to provide for expansion and contraction. Snaking shall be equivalent to the pipe touching opposite sides of a 24" wide trench within a distance of eighty (80) feet. It is recommended that, during warm weather, whenever practical, pipe lines be filled with cold water or allowed to cool overnight before backfilling trench.

- C. No PVC pipe shall be cemented together in the field when pipe temperatures are below 32°, or above 90°, except with Engineer's approval. During hot weather it may be necessary to keep the ends of pipe to be cemented in the shade to maintain temperatures below the above specified maximum. Extreme care shall be taken during hot weather that cements and thinners do not evaporate before joints are completed. In hot weather, over 80EF, in the shade, at the option of the Engineer, twice as many joints may be cut out for inspection as specified hereinafter for joint inspection.
- D. No tapping or threading of plastic pipe shall be permitted on pipe with a wall thickness less than shown in Table 1 (Polyvinyl Chloride Schedule 80 P.V.C. Pipe).

3.5 EXPOSED PIPING

All exposed piping (treatment plants, valve and meter boxes, water towers, stream crossings, standpipes, pump stations, wells) shall be insulated so as to freeze-proof the installation. Type of insulation shall be approved by the Engineer.

3.6 BACKFILLING

- A. Material shall be tamped in layers not exceeding 6 inches in thickness. Only loose dirt or sand free from stones and not frozen shall be used. It shall be selected from material on the site, if possible. Backfill shall be uniformly tamped along the full length of the pipe up to the horizontal diameter. The remaining selected backfill hand placed to a depth of six inches over the top of the pipe does not need to be tamped. The balance of the backfill may be placed in the trench by hand or machine.
- B. In rock cuts, where loose dirt or sand is not available, such material shall be secured and placed as indicated above. No trench fill shall contain stone larger the 8" in its greatest length.

3.7 SETTING VALVES AND VALVE BOXES

A. Gate Valves

1. Gate valves shall be set and joined in the same manner heretofore specified for pipe laying. Valves shall be located, as indicated on the drawings. They shall be set with stems up unless otherwise shown and/or approved. Care should be taken to see that all parts are in first class condition. Each valve shall be manually opened and closed before being set to check its direction for rotation, and condition.
2. Care shall be taken to see that the valve is entirely free from foreign material before placing.

B. Valve Boxes and Valve Pits

Cast iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench-nut of the gate valve, with box cover flush with the surface of the finished pavement or at such other level as may be directed.

3.8 CONNECTIONS TO EXISTING LINES

Where new lines are to cross or meet old lines that are to remain in use, the old lines shall be connected with appropriate fittings as required to provide good service satisfactory to the Engineer.

3.9 THRUST BLOCKING

- A. Thrust blocks shall be placed at all following locations during construction: (1) changes in direction (vertical and horizontal) such as tees, bends and crosses; (2) changes in size, such as reducers; (3) at stops or dead end of the line; and (4) at valves when thrust may develop when closed. (See thrust-block details.)
- B. Thrust blocks shall use 3,000 psi; concrete or better; and shall be placed against undisturbed earth in such a way that the pipe and fitting will be accessible for repairs. Based on water test pressures of 150 psi and soil bearing pressure of 3,000 psf, the following table sets forth the minimum restrictive area and volume of thrust blocking to be used. Any deviation shall be at the direction of the Engineer.

MINIMUM RESTRICTIVE AREAS AND VOLUMES OF THRUST BLOCKING								
Pipe	90° Bend		45° Bend		22 1/2° Bend		Dead End or Tee	
Size	Res. Area sq.ft.	Vol. cu.ft.	Res. Area sq.ft.	Vol. cu.ft.	Res. Area sq.ft.	Vol. cu.ft.	Res. Area sq.ft.	Vol. cu.ft.
1 1/2"	.21	.50	.11	.50	.06	.50	.15	.50
2"	.32	.50	.18	.50	.09	.50	.23	.50
2 1/2"	.47	.50	.26	.50	.13	.50	.33	.50
3"	.70	.50	.38	.50	.19	.50	.49	.50
4"	1.15	.50	.62	.50	.32	.50	.81	.50
5"	1.76	1.00	.96	.50	.49	.50	1.25	1.00
6"	2.47	1.00	1.34	.50	.68	.50	1.75	1.00
8"	4.28	2.00	2.32	1.00	1.17	.50	3.03	1.50
10"	6.44	4.00	3.47	2.00	1.17	1.50	4.75	3.00

The above table is computed using a minimum thickness of 4-inches or the diameter of the pipe whichever is greater. The length of contact surface with the pipe shall be the pipe diameter plus 4-inches.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENTS

Each line or run of pipe in place shall be measured along the centerline of the trench, or the pipe if above ground, in a continuous manner through all fittings and appurtenances. No allowance for snaking will be made.

4.2 PAYMENT

Payment for all work in this section will be paid on a unit price basis as included in the contractor's bid price for the respective size of line in place as shown in the proposal form.

“END OF SECTION”

SECTION 02514

FIRE HYDRANTS

PART 1 - GENERAL

This section covers requirements for fire hydrants for use in public water supply systems.

PART 2 - PRODUCTS

2.1 GENERAL

Fire Hydrants shall be the “dry-barrel” type conforming to the latest revision of AWWA C 502, shall be UL/FM approved, shall be of recognized manufacturer and shall conform to a manufacturer’s standard pattern. Fire Hydrants shall be as manufactured by U.S. Pipe, American Flow Control, or approved equal.

2.2 COORDINATION WITH OWNER

The Contractor shall coordinate with the Owner before purchasing fire hydrants to determine the following:

- A. Hose nozzle threading
- B. Pumper nozzle size and threading
- C. Operating nut size and shape
- D. Direction of opening
- E. Color and type of paint to be applied to the outside of the hydrant top section.

2.3 HYDRANT DESIGN

- A. Main valves shall have an opening of 5.25-inch nominal diameter.
- B. 3-way Fire hydrants shall have two 2.5-inch hose nozzles spaced 180 degrees apart and one pumper nozzle spaced 90 degrees to the hose nozzles.
- C. 2-way fire hydrants shall have two 2.5-inch hose nozzles spaced 90 degrees apart
- D. Normal bury length shall be confirmed by the Contractor prior to ordering.
- E. Fire hydrants shall have two-piece barrels with ground flange. The flange shall contain at least eight bolts to permit proper orientation of nozzles.
- F. Main valve and drain valve shall be faced with rubber of balata.
- G. Inlet connection shall be 6-inch mechanical joint.
- G. Nozzles shall be complete with caps, cap gaskets, and chains.

H. Hydrants shall be of such design that when the barrel is broken off the hydrant will remain closed.

2.4 QUALITY ASSURANCE

Fire hydrants shall be tested and inspected by the Manufacturer as required by the latest revision of AWWA C 503.

2.5 SUBMITTALS

Fire hydrant manufacturer's certifications shall state the following:

- A. The fire hydrant and material used in its construction conform to the applicable requirements of the latest revision of AWWA C 502.
- B. The tests required by the latest revision of AWWA C 502 have been made and all test requirements have been met.
- C. Each certification submitted shall be signed by an agent of the Manufacturer.
- D. Fire hydrant manufacturer's specifications and other data for the fire hydrants supplied.

PART 3 - INSTALLATION

- A. Hydrants shall be set plumb with the pumper outlet facing the roadway.
- B. The distance from the centerline of the pumper nozzle to the finished grade shall be a minimum of 18 inches and a maximum of 24 inches.
- C. The distance from the center of the hydrant to the operating stem of the hydrant-branch gate valve shall be a minimum of 30 inches.
- D. Hydrant shall be blocked with a plug-type concrete bearing thrust block or shall be harnessed to the 6-inch hydrant branch tee.
- E. A sufficient quantity of granular material shall be backfilled around the hydrant to allow free drainage of the barrel (See Standard Detail Drawing).
- F. Fire hydrants shall be installed in accordance with the requirements of the applicable sections of the latest revision of AWWA C 600.

“END OF SECTION”

SECTION 02515

VALVES

PART 1 - GENERAL

This section covers furnishing, hauling and installation of valves at the locations shown on the drawings or listed in the Bid Schedule in accordance with the standard details.

PART 2 - PRODUCTS

2.1 AIR RELEASE VALVES

- A. The automatic air release valve shall be designed to operate under pressure to allow entrapped air to escape from the pipeline. After the air escapes out of the air release valve, the valve shall close to prevent water from escaping. The air release valve will then stay closed until more air accumulates in it, and the opening cycle will be repeated automatically.
- B. The stainless steel float must withstand a pressure of 1000 psi or more.
- C. All materials of construction shall be certified in writing to conform to ASTM specifications as follows:

Body & Cover	Cast Iron	ASTM A126
Internal Linkage	Delrin or Stainless	ASTM D2133
Float	Stainless Steel	ASTM A240
Needle	Buna-N	ASTM SB800

2.2 COMBINATION AIR RELEASE AND VACUUM RELIEF VALVES

Combination air valves shall be designed to allow large quantities of air to escape out of the orifice when filling a pipeline and to close watertight when the liquid enters the valve. The valve shall also permit large quantities of air to enter through the orifice when the pipeline is being drained to break the vacuum. An automatic air relief valve shall be mounted on the combination valve body to allow air to escape under pressure. The discharge orifice area shall be equal or greater than the inlet of the valve. The valve shall consist of a body, cover, baffle, float and seat. The baffle will be designed to protect the float from direct contact of the rushing air and water to prevent the float from closing prematurely in the valve. The seat shall be fastened into the valve cover without distortion and shall be easily removed if necessary. The float shall be center guided for positive seating. A gate valve shall be installed to isolate the relief valve from the pipeline. Combination air valves shall be APCO model 140C, Bermad, A.R.I., or approved equal.

2.3 ALTITUDE VALVES

A. General

1. The altitude valves shall be two-way flow with delayed opening as manufactured by CLA-VAL CO.
2. The water level head and the speed control shall be adjustable. An indicator shall show the position of the valve at all times.
3. The valves shall be designed with air and water cushioning to prevent shock or jar under varying flow conditions or high pressure.
4. Renewable cups and set washers shall take all the wear and eliminate metal-to-metal contacts.

B. Materials

<u>Part</u>	<u>Material</u>	<u>Trade Name or ASTM Spec.</u>
Body, Cover	Ductile Iron	A-536
Pilot Control	Bronze	B-62
Trim: Disc Guide	Stainless Steel	Type 308
Seat & Cover Bearing	Stainless Steel	Type 308
Disc	Rubber	Buna N

C. Options

1. The valve shall be equipped with a valve position indicator.

2.4 BUTTERFLY VALVES

Butterfly valves shall be as manufactured by Pratt, or approved equal.

A. Materials

Body:	Cast Iron
Seat:	Acrylonitrile-Butadiene or Ethylene Propylene Diene Monomer (EPDM)
Shaft Seal:	Acrylonitrile-Butadiene or Ethylene Propylene Diene Monomer (EPDM)

Disc:	Cast Iron with type 316 stainless steel edge Cast Bronze
Bearings:	Bronze
Shaft:	304 Stainless Steel

B. Manual Valve Operators

1. Operator mounting arrangements and lever positions shall be as shown on the plans or as directed by the Engineer.
2. Each valve operator, except buried or submerged operators, shall have a visual valve disc position indicator mounted on the valve operator. Manual Handwheel Gear Operators, unless otherwise specified by the Engineer, shall include a direction of rotation of the handwheel indicating either "OPEN" or "CLOSED" rotation direction with an arrow pointing said direction as applicable. Industry standard practice of "clockwise to close" is to be followed.

2.5 CHECK VALVES

- A. Check valves three inches and larger shall be cast steel or cast iron construction and shall be designed to withstand the test pressure for the pipelines in which they are installed, plus an allowance for the water hammer. Check valves shall be with ASTM Class 125 flanged ends or as specified.
- B. Disc shall be of bronze or of alloy cast iron with bronze disc rings and shall be designed to give full diameter passage. Disc seats shall be renewable. Pivot pins and bushings shall be of bronze or stainless steel.

C. Swing Check Valves

Swing check valves shall be as manufactured by Crane, Mueller, Clow, or approved equal. Each valve shall be equipped with external lever and weight, unless otherwise specified. Lever and weight assembly shall be field adjustable to vary valve closure time, and shall be transferable to either side of the valve.

D. Globe Check Valves

Globe Style silent check valves shall be double guided, spring loaded, center-guided disc type with a resilient seat of Buna "N" to provide positive shutoff. The valve shall be full-ported providing minimum head loss. The body shall be cast iron with bronze seat ring, disc and guide bushings. The spring shall be stainless steel. The disc shall be guided at both ends. Spider guides will not be acceptable. The free-floating disc shall open by velocity flow and return to its seat at zero flow before a reversal of flow occurs.

Globe Style silent check valves shall be Danfoss Flomatic model 402BT or approved equal.

2.6 GATE VALVES

A. Valves

1. Gate valves shall be resilient seat and shall comply with the latest revision of AWWA C509. The valves shall be tested and certified to ANSI/NSF 61.
2. The valves shall have a stuffing box that is o-ring sealed. Two o-rings shall be placed above and one o-ring below the stem thrust collar. The thrust collar shall be factory lubricated. The thrust collar and its lubrication shall be isolated by the o-rings from the waterway and from outside contamination providing permanent lubrication for long term ease of operation.
3. The valve body, bonnet, stuffing box, and disc shall be composed of ASTM A-126 Class B grey iron or ASTM A395 or A536 ductile iron. The body and bonnet shall also adhere to the minimum wall thickness as set forth in Table 2, section 4.3.1 of AWWA C509. Wall thickness less than those in table 2 are not acceptable.
4. The valves shall have bolts and nuts for the stuffing box and bonnet with one of the following compositions:
 - a. Steel, ASTM A-307, Grade B zinc plated.
 - b. Type 304 stainless steel.
 - c. Type 316 stainless steel.
5. The valve disc and guide lugs must be fully (100%) encapsulated in SBR ASTM D2000 rubber material. The peel strength shall not be less than 75 pounds per inch. Guide caps of an acetyl bearing material shall be placed over solid guide lugs to prevent abrasion and to reduce the operating torque.
6. The valves shall have all internal and external ferrous surfaces coated with a fusion bonded thermosetting powder epoxy coating of 10 mils nominal thickness. The coating shall conform to AWWA C550.
7. **Tapping valves** shall have an inlet flange conforming to ANSI B16.1 Class 125 for attachment to a tapping sleeve or cross. In addition, the valve inlet flange shall have a machined projection or raised face complying with MSS SP-60 for accurate alignment to the mating recess in the tapping sleeve flange. The seat opening of the tapping valves shall be at least .30" larger than the nominal pipe size to permit full diameter cuts.
8. All manually operated gate valves shall open by turning counterclockwise.
9. Gate valves 3 through 12 inches shall have a 250 psig working pressure. Gate valves 16 inches and larger shall have a 150 psig working pressure.
10. Gate valves designated to lie horizontally in a horizontal pipeline shall be equipped with bronze trunnions, non-corrodible tracks, bronze scrapers and any additional accessories necessary for the proper operation in a horizontal position.

11. The valves shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten (10) years from the date of manufacture. The manufacturing facility for the valves must have current ISO certification.
12. Gate valves shall be MUELLER, or approved equal.

B. Stems

1. The valve stem shall be made of bronze ASTM B-132 alloy C67600 bar stock material. The stem shall have at least one “anti-friction” thrust washer above and below the stem collar to reduce operating torque. The design of the NRS valve stem shall be such that if excessive input torque is applied, stem failure shall occur above the stuffing box at such a point as to enable the operation of the valve with a pipe wrench or other readily available tool. The stem material shall provide a minimum 70,000psi tensile strength with 15% elongation and yield strength of 30,000psi. Valves with cast stems or two-piece stem collars are not acceptable.
2. Gate valves installed in the ground and in other unexposed locations shall have nonrising stems. Nonrising stem valves shall have the direction of opening indicated on the wrench nut.
3. Gate valves 3 through 12 inches installed in exposed locations shall be outside screw and yoke rising stem gate valves equipped with handwheels. The handwheel shall indicate the direction of opening.

C. Joints

1. Buried valves shall be mechanical joint unless specified otherwise.
2. Exposed valves shall be flanged unless specified otherwise.

D. Operators

1. Gate valves larger than 12 inches in diameter shall be geared. Gate valves designated for horizontal installation in a horizontal pipeline shall be equipped with bevel gears. Gate valves designated for vertical installation shall be equipped with spur gears. The minimum gear ratio shall be 2:1 for valves of 12 to 24 inches; 3:1 for valves 30 to 36 inches; and 4:1 for valves 42 to 48 inches.
2. Exposed valves shall have handwheel operators.
3. When installed in the ground, the valve gears shall be enclosed in a waterproof grease case of the extended type attached to the bonnet of the valve in such a manner as to permit repacking of the stuffing box of the valve without disassembly of the grease case. The valve stem and stuffing box or seals shall be protected by a suitable frame or shield to prevent contact of these parts with soil.

2.7 PRESSURE REDUCING VALVES

A. Pressure reducing valves shall be a pilot controlled, hydraulically operated and diaphragm actuated valve capable of maintaining a constant downstream pressure. The pilot control shall be a direct-acting, adjustable spring-loaded, normally open diaphragm valve. The valve shall be as manufactured by OCV or CLA-VAL CO.

B. Materials

<u>Part</u>	<u>Material</u>	<u>Trade Name or ASTM Spec.</u>
Body Cover	Ductile Iron	A-536
Pilot Control	Bronze	B-62
Trim: Disc Guide, Seat & Cover, Bearing	Stainless Steel	Type 303
Disc	Rubber	Buna N

C. Options

1. The valve shall be equipped with a valve position indicator.

2.8 SOLENOID CONTROL VALVES

A. The Solenoid Control Valve shall be a pilot controlled, hydraulically operated and diaphragm actuated valve which either opens or closes upon receiving an electrical signal to the solenoid pilot control. The three-way solenoid valve shall alternately apply pressure to or relieve pressure from the diaphragm chamber of the main valve. The valve shall be furnished normally open (energize solenoid to close) with adjustable opening and closing speed control. The valve shall be as manufactured by CLA-VAL CO, or approved equal.

B. The Solenoid enclosure shall be NEMA Type 6P.

C. Materials

<u>Part</u>	<u>Material</u>	<u>Trade Name or ASTM Spec.</u>
Body Cover	Ductile Iron	A-536
Pilot Control	Bronze	B-62
Trim: Disc Guide, Seat & Cover, Bearing	Stainless Steel	Type 303
Disc	Rubber	Buna N

D. Options

1. The valve shall be equipped with a valve position indicator.

2. The valve shall be equipped for manual operation.

2.9 TAPPING SLEEVE

Tapping sleeves shall be steel unless specified as stainless steel in the bid schedule or plans, and shall comply with the latest revision of AWWA C223. Tapping sleeves shall be as manufactured by Ford, Romac, or approved equal.

A. Materials	Steel	Stainless Steel
Body and Neck:	Carbon Steel	Type 304 Stainless Steel
Flange:	Carbon Steel Recessed for tapping valve	Type 304 Stainless Steel Recessed for tapping valve
Gasket:	Nitrile (Buna N)	Nitrile (Buna N)
Coating:	12 mil Epoxy	None
Bolts, Nuts, Washers:	Type 304 Stainless Steel	Type 304 Stainless Steel

2.10 VALVE ACTUATORS

A. Pneumatic Valve Actuators

1. Actuator mounting arrangements and orientation to the valves and piping are to be as shown on the plans or as directed by the Engineer. Careful attention is to be made during installation so that adequate clearance is provided to remove actuators from valves for maintenance purposes. All applicable air ports and position indicating switches are to be kept away from walls and adjacent piping.
1. All pneumatic valve actuators are to be double acting, air to open, air to close. Actuators are to be sized for a minimum air supply of 50 psig. It is the responsibility of the valve manufacturer to include an adequate safety factor in the valve torque requirements when sizing pneumatic operators.
2. Pneumatic valve actuators are to be cylinder operated rack and pinion design. All gearing to be totally enclosed, weatherproof, permanently lubricated. Cylinders to be provided with positive leak proof sealing and bearings to provide for smooth valve operation.
3. Actuator Accessories
 1. Actuators to be provided with a locally mounted solenoid valve, 120VAC, 4-way. Solenoid valve to be provided factory mounted and piped to the appropriate actuator ports. Electrical enclosure to meet the requirements of NEMA 4 as a minimum.
 2. Position Indicator Switch assemblies to be provided, with an integral visual position indicator. Independently adjustable SPDT switch elements are to be provided for OPEN and CLOSED indication. Each circuit to be separate. Enclosure to meet the requirements of NEMA 4 as a minimum.

3. Limit switches will be furnished at each end of travel. Limit switch adjustment will not be altered by manual operation. Limit switch drive shall be by countergear. Limit switches must be capable of quick adjustment requiring no more than (5) turns of the limit switch adjustment spindle. One set of normally open and one set of normally closed contacts will be furnished and available for use by the plant control system at each end of travel where indicated. Contact shall be of silver and capable of reliably switching a low voltage DC source from the control system furnished by others.

B. Electric Valve Actuators

2. All electric actuators shall conform to the requirements of AWWA C-540.
3. Actuators shall contain motor, gearing, manual override, limit switches, torque switches, drive coupling, and integral motor controls (where required).
4. Valve closing time shall be 60 seconds, unless otherwise noted.
5. The motor shall be designed for actuator service. The motor will be of the induction type with class F insulation and protected by means of thermal switches imbedded in the motor windings, motor enclosure will be totally enclosed, non-ventilated.
6. Motor voltage will be as specified by the Engineer.
7. Actuator housing shall be NEMA 4 (watertight) and suitable for short-term submersion in water to a depth of 8 feet for 30 minutes.
8. All gearing shall be grease lubricated and designed to withstand the full stall torque of the motor.
9. Manual operation shall be available by means of a handwheel. Return from manual to electric operation will be automatic upon motor operation. A seized or inoperable motor shall not prevent manual operation.
10. Limit switches will be furnished at each end of travel. Limit switch adjustment will not be altered by manual operation. Limit switch drive shall be by countergear. Limit switches must be capable of quick adjustment requiring no more than (5) turns of the limit switch adjustment spindle. One set of normally open and one set of normally closed contacts will be furnished and available for use by the plant control system at each end of travel where indicated. Contact shall be of silver and capable of reliably switching a low voltage DC source from the control system furnished by others.
11. Mechanically operated torque switches shall be furnished at each end of travel. Torque switches will trip when the valve load exceeds torque switch setting. The torque switch adjustment device must be calibrated directly in engineering units of torque.
12. All wiring shall be terminated at plug and socket connector.
13. Actuators will be capable of operating in an ambient temperature range of B20 to +175 degrees F.

14. Mechanical dial position indicator will be furnished on all valves. A two-wire position feedback transmitter (4-20 mA DC signal) will be furnished.
15. All actuators in open/close service will be furnished with integral, motor controls consisting of reversing starters, control transformer, phase discriminator, monitor relay, positioner, "open-stop-close" pushbuttons, "local-off-remote" selector switch in addition to red and green indicating lights. The positioner shall be capable of accepting a 4-20 mADC signal from the controller and positioning the valve by comparing the command signal with the present valve position as indicated by the feedback potentiometer mounted inside the actuator. The positioner shall be field adjustable to fail in the "open", "closed" or "last" position on loss of 4-20 mA DC command signal.
16. Actuators shall be as manufactured by AUMA Actuators, Inc., M & H, EL-O-MATIC, or approved equal.

2.11 VALVE CONTROLLERS

- A. The proportional floating controller shall be comprised of solid-state construction with all major circuits of the plug-in, replaceable type. The unit is to be suitable for panel mounting. The front panel shall contain a continuous direct-reading measurement meter and digital set point display calibrated in gallons per minute, local-remote set point selector push buttons, auto-manual selector push buttons, non-latching increase-decrease push buttons for manual positioning of effluent valve and latch type push button for immediate actuation of the effluent valve to full close, full open or hold positions. An umbilical cord connected to the controller shall permit chassis pull-out to facilitate in adjusting control modes. The sampling period, pulse duration and proportional band shall be adjustable and easily accessible from the front of the system panel. The controller shall produce a series of pulses through one of the two pulsing AC solid-state output switches to maintain the selected flow rate. These outputs shall be wired through auxiliary AC solid-state output switches connected to the reversible electric motor operator on the effluent control valve. The auxiliary relay unit shall be furnished with the controller. The controller shall limit the maximum flow rate to a field adjustable rate.
- B. The controller shall be as manufactured by Honeywell, Fisher-Porter, or approved equal.

2.12 AUTOMATIC FLOW PACING VALVE

Flow pacing valve shall be Fischer & Porter Chloromatic Valve, or approved equal. Valve shall be compatible with the existing chlorine gas feed equipment. The equipment to be provided shall include, but not be limited to one (1) automatic pacing valve and associated tubing, pipe, valves, and fittings. The valve will automatically pace chlorine feed based on a 4-20mA signal from the chlorine analyzer. Incoming power shall be 120 V AC, maximum valve capacity shall be 50 lb/d.

2.13 FLAP VALVE

- A. The flap valve, as shown on the plans, shall be as manufactured by Rodney-Hunt, Waterman, M & H, or approved equal.
- B. The body shall be cast iron, ASTM A126-B as revised or other approved material.

- C. The resilient seats shall be neoprene or Buna-N in the body to provide a wide seating surface for the seat machined in the flap.
- D. The flap shall be cast iron, ASTM A126-B as revised, designed to withstand maximum loads. The hinge arms shall be high-tensile bronze or equal, ASTM B584-CA865 as revised. The hinge pins shall be 304 stainless steel. The flap gate sensitivity shall be adjustable and each pivot shall have a lubrication fitting if required for the valve furnished.

2.14 PLUG VALVE

- A. Valves shall be of the non-lubricated, eccentric type. Flanged valves shall be manufactured in accordance with ANSI B16.1, Class 125/150, including flange thickness as required by AWWA C504-00, Table 2 and comply with MSS-SP-108 (Eccentric Plug Valves) in all respects. Mechanical joint ends shall be in compliance with AWWA/ANSI C-111-92.
- B. Valves shall be designed and manufactured to have a minimum wall thickness compliant to AWWA C504-00. Plug shall be round thru 12" and rectangular for sizes 14" and larger. Lay lengths shall be compliant to MSS-SP108 for all valve sizes.
- C. Valve bodies shall be of ASTM A-126, Class B cast iron in accordance with AWWA C-504-00, Sec. 4.4.2.1. or ASTM A-536 ductile iron. Valves 3" and larger shall be furnished with a welded-in overlay seat of not less than 90% nickel in accordance with AWWA C-507-85, Sec. 3.2.3.5. Nickel thickness shall be not less than .125". Sprayed, plated screwed-in seats are not acceptable.
- D. Plugs shall be of ASTM A-536, Grade 65-45-12 high strength ductile iron in conformance with AWWA C-504-00, Sec. 4.4.2.2. or solid one piece cast iron. Two piece plugs or plugs with internal cavities are not acceptable. The plug shall be of one piece solid construction with PTFE thrust bearings on the upper and lower bearing journals to reduce torque and prevent dirt and grit from entering the bearing and seal area. Valves that do not isolate the bearing area from debris are not acceptable. Valves shall be furnished with replaceable sleeve type bearings conforming to AWWA C-504-00, Sec. 4.5.6.4 and AWWA C507-85, Sec. 3.2.4. Bearings shall be of sintered, oil impregnated type 316 stainless steel ASTM A-743, Grade CF8M.
- E. All plug valves, for whatever service, shall be capable of passing "pigging" cleaning equipment in either direction and manufacturer shall so certify that this may be done without the use of special equipment.
- F. Valve Shaft seals shall be of the dual "U" cup type in accordance with AWWA C-504-00, Sec. 4.5.7.1. Seals shall be self adjusting and repackable without removing the bonnet from the valve. Packing adjustment shall not result in an increase in plug friction or resulting torque.
- G. Wrench operated valves 2 ½"- 8" shall be capable of being converted to worm gear or automated operation without removal of the bonnet or plug from the valve. All wrench operated valves shall be equipped with a 2" square nut for use with removable levers or extended "T" handles. Worm gear operators, where required, shall be of heavy-duty ductile iron construction with ductile iron quadrant supported on top and bottom by oil impregnated bronze bearings. The worm gear and shaft shall be manufactured of hardened steel and run on high efficiency roller bearings. Gear shall have both open and closed stops, shall be flush-mounted to the valve exposing no portion of the plug stem and

shall be rated for the valves design pressure rating for bi-directional shut off. Buried service gears shall be designed and certified to withstand input loads of up to 300 ft. lbs. minimum without damage.

- H. Valves shall be designed and manufactured to shut off bubble tight at 175 psi for valves 2 ½” through 12” and at 150 psi for valves 14” through 36”. Valves 42” and larger shall be certified bubble tight at 125 psi. Each valve shall be given a bi-directional hydrostatic seat test with the test results being certified by the manufacturer when required. All actuation shall be supplied and full warranted by the plug valve manufacturer.
- I. Plug valves shall be Millcentric Series 601 / 600 as manufactured by Milliken Valve Company of Bethlehem, PA., or approved equal.

2.15 VALVE BOXES

- A. Valve boxes shall be installed over each valve in buried service application. The covers shall be cast iron and marked "water".
- B. The valve box shall be centered over the operating nut of the valve with the box cover flush with the surface of the finished area.
- C. The valve box shall be installed so as not to transmit shock or stress to the valve.

PART 3 - EXECUTION

3.1 GENERAL

- A. The general contractor shall assume full responsibility for coordination of the entire project, including verification all structures, piping, coating systems and equipment components are compatible. The general contractor shall initially operate each equipment system, and shall make all necessary adjustments so that each system is placed in proper operating condition.
- B. Equipment and materials utilized for this project must be approved by the Engineer prior to installation. Approval for installation or incorporation in this project will be made only after submittal or manufacturer's shop and installation drawings, test results or other data as specified herein are submitted and reviewed.
- C. Installation of equipment shall be in full conformance with the manufacturer's shop drawings and requirements as approved by the Engineer. Wherever a conflict arises between manufacturer's instructions and the contract documents, the contractor shall follow the Engineer's decision at no additional cost to the Owner.

3.2 WORKMANSHIP

- A. The Contractor shall install equipment and materials in a workmanlike manner utilizing craftsmen skilled in the particular trade. The finished installation shall portray a neat and plumb appearance.

- B. Before installation, carefully clean valves of all foreign material, and inspect valves in the OPEN and CLOSED positions. Install valves in accordance with the applicable portions of the Specifications. Unless otherwise indicated, install valves with the shaft vertical. Valves provided with chainwheel manual operators are to be installed with the shaft vertical, and the manual operator located below the piping. This should provide the operator with a clear view of the visual position indicator. Mount horizontal valves in such a manner that adequate clearance is provided for operation. Installation practices shall conform to Manufacturer's recommendations.

- C. Prior to installing valves, the mating flange faces shall be thoroughly cleaned. After cleaning, insert the flange seals and valves and tighten the flange bolting progressively and in a uniform manner. Flanges should be pulled down tight against the valve / flange seals evenly. If flanges leak under pressure, loosen the bolting, reseal or replace the flange seals, re-tighten the bolting, and retest the connection. Flanged joints must be watertight at test pressures before acceptance.

“END OF SECTION”

SECTION 02517

LEAKAGE TESTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section covers the requirements for performing leakage tests.
- B. All structures required to be watertight and all pressure and gravity piping and pipeline shall be tested by the Contractor. All tests shall be conducted in a manner to minimize interference with the progress of the work.
- C. The Contractor shall notify the Owner when the work is ready for testing and tests shall be conducted as soon as possible thereafter. All labor, equipment, and materials, including meters and gauges, shall be furnished by the Contractor at his own expense.

PART 2 - MATERIAL Not applicable.

PART 3 - EXECUTION

3.1 STRUCTURES

- A. Manholes and other watertight structures shall be tested before backfilling by filling with water to overflowing, or other level as directed by the Engineer, and observing the water surface level twenty-four hours thereafter. Exterior surfaces shall be examined for leaks or leakage. Leakage is within allowable limits for structures when there is no visible sign of leakage and where the water surface does not drop more than 1 inch during the twenty-four hour leakage test. Dampness on the exterior wall surface during the test period will not be considered leakage, except in the case of pre-cast concrete structures.
- B. In lieu of the hydrostatic testing described above, the contractor may vacuum test the manholes in accordance with ASTM C1244-02 "Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill."
- C. If the leakage in either test exceeds the allowable limit, the work shall be repaired and retested.

3.2 PRESSURE PIPING

Leakage testing shall be performed in accordance with AWWA C605-05.

- A. The duration of the hydrostatic test shall be 2 hours.

- B. The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting, or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fitting, or other appurtenance of the test section.
- C. All joints in exposed piping shall be examined during the tests and all leaks shall be satisfactorily stopped and retested.
- D. Precautions shall be taken to protect control equipment in or attached to pipelines to prevent damage.
- E. Tests of insulated and/or concealed piping shall be made before the piping is covered or concealed.
- F. No leakage will be allowed under the above tests for process piping in buildings.
- G. The rate of leakage shall not exceed 10 gallons-per-inch diameter per mile of pipe per 24 hours at 150 psi.

Hydrostatic Test Makeup Water Allowance per 1,000 ft. of PVC Pipe (gph)

Avg. Test Pressure	Nominal Pipe Diameter, (inches)					
	psi	4"	6"	8"	12"	16"
300	0.45	0.67	0.94	1.33	1.78	2.01
250	0.41	0.61	0.85	1.22	1.63	1.83
225	0.39	0.58	0.81	1.16	1.54	1.73
200	0.36	0.54	0.76	1.10	1.46	1.64
175	0.34	0.51	0.72	1.02	1.36	1.53
150	0.31	0.48	0.66	0.94	1.26	1.42
125	0.29	0.43	0.60	0.87	1.15	1.30
100	0.26	0.39	0.54	0.77	1.03	1.16
75	0.22	0.33	0.47	0.67	0.90	1.00
50	0.18	0.28	0.38	0.54	0.72	0.81

3.3 GRAVITY PIPING

A. Alignment and Deflection

After the lines and manholes are completed all new linework shall be checked for alignment and deflection, in accordance with the latest revision of ASTM D2321 "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Application" by the Contractor under supervision of the Engineer. The sewer pipe will be checked using a flashing pipe light in the line at one manhole which shall show a full round view of the inside of the pipe at the next adjoining manhole. In addition, flexible pipe, PVC, Truss and ABS shall be tested for deflection at least 30 days after final backfill has been in place. This test shall consist of pulling a mandrel through the pipe. The mandrel shall have a diameter equal to 95% of the inside diameter of

the pipe. The test shall be performed without mechanical pulling devices. The allowable deflection shall not exceed five (5) percent of the internal diameter of the pipe as stated in OAC 252:656-5-5(a).

B. Infiltration/Exfiltration, Leakage Test

Water leakage inward or outward of sewer lines shall not exceed 10 gallons per 24 hours per inch diameter per mile of sewer. Water leakage tests must use at least 2-foot test head. All lines shall be tested for infiltration/exfiltration in accordance with OAC 252:656-5-5(b).

C. Air Testing

1. An air test may be used in lieu of or in addition to infiltration test on PVC sewer lines. Air testing shall be performed in accordance with ASTM F1417-11a "Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines Using Low-Pressure Air."
2. Air testing is to be paid for by the Contractor.

3.4 CHLORINE PIPING

A. Piping for chlorine gas shall be tested and repaired in accordance with the recommendations of the Chlorine Institute, Inc.

B. Cleaning

1. All portions of chlorine systems must be cleaned before use. Carbon tetrachloride is recommended as a cleaning solvent.
2. **CAUTION:** Excess exposure to carbon tetrachloride and most other chlorinated solvents presents a toxic risk. Caution must be exercised using the most effective combination of engineering controls, work practices and personal protection that will provide minimum exposure. Cleaning must not be done with hydrocarbons or alcohols because residual solvent may react with chlorine. Any equipment received in an oily condition should be dismantled and cleaned before use.

C. Hydrostatic Testing

1. Chlorine piping should be hydrostatically tested to 1.5 times the maximum pressure to which the system may be subjected. Pressure gages, relief valves and other components that may be damaged should be removed and openings blocked off prior to testing. It is essential that chlorine systems be thoroughly dried prior to being put into service.
2. There are some circumstances under which such drying cannot be accomplished after hydrostatic testing with water. If such drying is impractical and if the equipment and components comply in all other respects with the provisions of Chlorine Institute Pamphlet No. 6, hydrostatic testing may be omitted and the equipment thoroughly cleaned, tested and prepared for service as specified in this section.

D. **Drying**

1. During construction, moisture may enter the system from the atmosphere or other sources. For this reason, pipelines must always be dried before use. This can be done by passing steam through the lines from the high end until the lines are thoroughly heated. While steaming, allow condensate and foreign matter to drain out. The steam supply then should be disconnected and all the pockets and low spots in the line drained. While the line is still warm, dry air, have a dew point of -40 degrees F or below, should be blown through the line until it is dry. This may require an extended period of time.
2. If steam and air are not available, special care must be taken in cleaning sections of pipe and other equipment before assembly, and careful inspection is necessary as construction proceeds. The final system should be purged with dry cylinder air or nitrogen.

E. **Gas Testing**

After drying, the system should be pressurized to 150 PSI with dry air or nitrogen and tested for leaks by application of soapy water to the outside of joints. Chlorine gas gradually may then be introduced and the system tested for leaks as described below. Never attempt to repair leaks by welding until all chlorine has been purged from the system. When detectable leaks have been repaired, the line should be retested at the service pressure.

F. **Finding Leaks**

1. The location of a leak in a chlorine containing system can usually be detected by the reaction of ammonia vapor with the escaping chlorine. The reaction is a dense white cloud. The most convenient way to use ammonia for this purpose is to direct the vapor from a plastic squeeze bottle containing aqua ammonia at the suspected leak. Do not squirt liquid aqua ammonia on pipe and fittings.
2. Any efforts to detect the source of a leak should be carried out with full consideration for potential hazard. Appropriate protective equipment must be used.

“END OF SECTION”

PART 3 - EXECUTION

3.1 WATER LINES AND STRUCTURES

Water lines shall be disinfected in accordance with the latest revision of AWWA C651.

Three methods of chlorination are explained in this section: tablet, continuous feed, and slug. Information in the Foreword is helpful in determining the appropriate method. The tablet method give an average chlorine dose of approximately 25 mg/L; the continuous-feed method gives a 24-hr chlorine residual of not less than 10 mg/L; and the slug method gives a 3-hr exposure of not less than 50-mg/L free chlorine.

Preflushing of source water. The source of potable water used for disinfection and pressure testing shall be flushed prior to its use to ensure that contaminants or debris are not introduced into the new pipe. Adequate drainage must be provided during flushing. Drainage should take place away from the construction area. During the contact period, it is recommended that the valve isolating the new main from this system (if applicable) be tagged to prevent unintentional release of the elevated chlorine residual water into the system.

A. TABLET METHOD

The tablet method consists of placing calcium hypochlorite granules or tablets in the water main as it is being installed and then filling the main with potable water when installation is completed. **This method may be used only if the pipes and appurtenances are kept clean and dry during construction.**

1. **Placing of calcium hypochlorite granules.** During construction, calcium hypochlorite granules shall be placed at the upstream end of the first section of pipe, at the upstream end of each branch main, and at 500-ft intervals. The quantity of granules shall be shown in Table 1.

WARNING: This procedure must not be used on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.

Table 1 Ounces of sodium hypochlorite granules to be placed at beginning of main and at each 500-ft interval

Pipe Diameter (<i>d</i>) <i>in.</i>	Calcium Hypochlorite Granules <i>oz</i>
4	1.7
6	3.8
8	6.7
10	10.5
12	15.1
14 and larger	$D^2 \times 15.1$

Where D is the inside pipe diameter in feet $D=d/12$

Table 2 Number of 5-g calcium hypochlorite tablets required for dose of 25 mg/L*

Pipe Diameter <i>in.</i>	Length of Pipe Section				
	13	18	20	30	40
	Number of 5-g Calcium Hypochlorite Tablets				
4	1	1	1	1	1
6	1	1	1	2	2
8	1	2	2	3	4
10	2	3	3	4	5
12	3	4	4	6	7
16	4	6	7	10	13

Based on a 3.25-g available chlorine per tablet; any portion of tablet rounded to the next higher integer

2. **Placing of calcium hypochlorite tablets.** During construction, 5-g calcium hypochlorite tablets shall be placed in each section of pipe. Also, one tablet shall be placed in each hydrants, hydrant branch, and other appurtenance. The number of 5-g tablets required for each pipe section shall be $0.0012 d^2 L$ rounded to the next higher integer, where d is the inside pipe diameter, in inches, and L is the length of the pipe section, in feet. Table 2 shows the number of tablets required for commonly used sizes of pipe. The tablets shall be attached by a food-grade adhesive. There shall be adhesive only on the broadside of the tablet attached to the surface of the pipe. Attach tablets inside and at the top of the main, with approximately equal numbers of tablets at each end of a given pipe length. If the tablets are attached before the pipe section is placed in the trench, their position shall be marked on the section to indicate that the pipe has been installed with the tablets at the top.
3. **Filling and contact.** When installation has been completed, the main shall be filled with water at a rate to ensure that the water within the main will flow at a velocity no greater than 1 ft/sec. Precautions shall be taken to ensure that air pockets are eliminated. This water shall remain in the pipe for at least 24 hr. If the water temperature is less than 41°F (5°C), the water shall remain in the pipe for at least 48 hr. As an optional procedure, if required by the purchaser, water used to fill the new main shall be supplied through a temporary connection that shall include an appropriate cross-connection control device, consistent with the degree of hazard, for backflow protection of the active distribution system. A detectable free chlorine residual should be found at each sampling point after the 24-hr period. The results must be reported.

B. CONTINUOUS-FEED METHOD

The continuous-feed method consists of placing calcium hypochlorite granules in the main during construction (optional), completely filling the main to remove air pockets, flushing the completed main to remove particulates, and filling the main with potable water. The potable water shall be chlorinated so that after a 24-hr holding period in the main there will be a free chlorine residual of not less than 10 mg/L.

1. **Placing of calcium hypochlorite granules.** At the option of the Owner, calcium hypochlorite granules shall be placed in pipe sections as specified in Sec. A.1. The purpose of this procedure is to provide a strong chlorine concentration in the first flow of flushing water that flows down the main. In particular, this procedure is recommended when the type of pipe is such that this first flow of water will flow into annular spaces at pipe joints.

2. **Preliminary flushing.** Before the main is chlorinated, it shall be filled to eliminate air pockets and flushed to remove particulates. The flushing velocity in the main shall not be less than 2.5 ft/sec unless the purchaser determines that conditions do not permit the require flow to be discharged to waste. Table 3 shows the rates of flow required to produce a velocity of 2.5 ft/sec in commonly used sizes of pipe. Note that flushing is no substitutes for preventive measures during construction. Certain contaminants, such as caked deposits, resist flushing at any feasible velocity and pigging of the main may be required.

Table 3 Required feed and openings to flush pipelines (40 psi residual pressure in water main)

Pipe Diameter <i>In.</i>	Flow Required to Produce 2.5 ft./sec (approx.) Velocity in Main <i>gpm</i>	Size of Tap, <i>in.</i>			Number of 2 ½ in. Hydrant Outlets
		1	1 ½	2	
		Number of Taps on Pipe			
4	100	1	—	—	1
6	200	—	1	—	1
8	400	—	2	1	1
10	600	—	3	2	1
12	900	—	—	2	2
16	1,000	—	—	4	2

3. **Procedure for chlorinating the main.**
 - a. Water supplied from a temporary, backflow-protected connection to the existing distribution system or other approved supply source shall flow at a constant, measured rate into the newly installed water main. In the absence of a meter, the rate may be approximated using a Pitot gauge in the discharge, or measuring the time to fill a container of known volume. The main should undergo hydrostatic testing prior to disinfection.

 - b. At a point not more than 10 ft downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 25 mg/L free chlorine. To ensure that this concentration is provided, measure the chlorine concentration at regular intervals in accordance with the procedure described in the current edition of *Standard Methods for the Examination of Water and Wastewater* or AWWA Manual M12, or using appropriate chlorine test kits.

Table 4 gives the amount of chlorine required for each 100 ft of pipe of various diameters. Solutions of 1 percent chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires 1 lb of calcium hypochlorite in 8 gal of water.

- c. As an optional procedure, if required by the Owner, water used to fill the new main during the application of chlorine shall be supplied through a temporary connection. This temporary connection shall be installed with an appropriate cross-connection control device, consistent with the degree of hazard for backflow protection of the active distribution system. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hr, during which time valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances. At the end of this 24-hr period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L of free chlorine.

Table 4 Chlorine required to produce 25-mg/L concentration in 100 ft of pipe diameter

Pipe Diameter	100% Chlorine	1% Chlorine
<i>in.</i>	<i>lb</i>	<i>gal</i>
4	0.13	0.16
6	0.30	0.36
8	0.54	0.65
10	0.085	1.02
12	0.120	1.44
16	0.217	2.60

- d. Direct-feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be used for the application of liquid chlorine. (the danger of using direct-feed chlorinators is that water pressure in the main can exceed gas pressure in the chlorine cylinder. This allows a backflow of water into the cylinder, resulting in sever cylinder corrosion and the escape of chlorine gas.) The preferred equipment for applying liquid chlorine is a solution-feed, vacuum-operated chlorinator and a booster pump. The vacuum-operated chlorinator mixes the chlorine gas in solution water; the booster pump injects the chlorine-gas solution into the main to be disinfected. Hypochlorite solutions may be applied to the water main with gasoline or electrically powered chemical-feed pump designed for feeding chlorine solutions. Feed lines shall be made of material capable of withstanding the corrosion caused by the concentrated chlorine solutions and the maximum pressures that may be created by the pumps. All connections shall be checked for tightness before the solution is applied to the main.

C. SLUG METHOD

The slug method consists of placing calcium hypochlorite granules in the main during construction; completely filling the main to eliminate air pockets; flushing the main to remove particulates; and slowly flowing through the main a slug of water dosed with chlorine to a concentration of 100 mg/L.

The slow rate of flow ensures that all parts of the main and its appurtenances will be exposed to the highly chlorinated water for a period of not less than 3 hr.

1. Placing calcium hypochlorite granules. Same as Sec. B.1.
2. Preliminary flushing. Same as Sec B.2.
3. Chlorinating the main.
 - a. Same as Sec B.3(a).
 - b. At a point not more than 10 ft downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 100 mg/L free chlorine. To ensure that this concentration is achieved, the chlorine concentration should be measured at regular intervals. The chlorine shall be applied continuously and for a sufficient period to develop a solid column, or slug, of chlorinated water that will, as it moves through the main, expose all interior surfaces to a concentration of approximately 100 mg/L for at least 3 hr.
 - c. The free chlorine residual shall be measured in the slug as it moves through the main. If at any time it drops below 50 mg/L, the flow shall be stopped; chlorination equipment shall be relocated at the head of the slug; and, as flow resumes, chlorine shall be applied to restore the free chlorine in the slug to not less than 100 mg/L. As the chlorinated water flows past fittings and valves, related valves and hydrants shall be operated so as to disinfect appurtenances and pipe branches.

D. FINAL FLUSHING

1. **Clearing the main of heavily chlorinated water.**

After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipe lining or to prevent corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main fittings, valves, and branches until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or that is acceptable for domestic use.

2. **Disposing of heavily chlorinated water.**

The environment to which the chlorinated water is to be discharged shall be inspected. If there is any possibility that the chlorinated discharge will cause damage to the environment, a neutralizing chemical shall be applied to the water to be wasted to thoroughly neutralize the residual chlorine. Where necessary, federal, state, local, and provincial regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

3.2 STORAGE FACILITIES

Water storage facilities shall be disinfected in accordance with the latest revision of AWWA C652.

Three methods of chlorination are explained in this section. Typically, only one method will be used for a given storage-facility disinfection, but combinations of the methods may be used. The three methods are (1) chlorination of the full storage facility such that, at the end of the appropriate retention period, the water will have a free chlorine residual of not less than 10 mg/L; (2) spraying or painting of all storage facility water-contact surfaces with a solution of 200-mg/L available chlorine; and (3) a two-step process of chlorinating the bottom portion of the storage facility with 50-mg/L available chlorine followed by filling to overflow and maintaining a free chlorine residual of at least 2 mg/L for 24 hr.

A. CHLORINATION METHOD 1

The water-storage facility shall be filled to the overflow level with potable water to which enough chlorine is added to provide a free chlorine residual in the full facility of not less than 10 mg/L at the end of the appropriate 6-hr or 24-hr period, as described in Sec. 4. The chlorine, either as calcium hypochlorite, sodium hypochlorite, or liquid chlorine, shall be introduced into the water as described hereafter.

1. **Liquid-chlorine use.** Liquid chlorine shall be introduced into the water filling the storage facility in such a way as to give a uniform chlorine concentration during the entire filling operation. Portable chlorination equipment shall be carefully operated and shall include a liquid-chlorine cylinder, gas-flow chlorinator, chlorine ejector, safety equipment, and an appropriate solution tube to inject the high-concentration chlorine solution into the filling water. The solution tube shall be inserted through an appropriate Valve located on the inlet pipe and near the storage facility such that the chlorine solution will mix readily with the inflowing water.
2. **Sodium Hypochlorite use.** Sodium hypochlorite shall be added to the water entering the storage facility by means of a chemical-feed pump or shall be applied by hand-pouring into the storage facility and allowing the inflowing water to provide the desired mixing.
 - a. When a chemical-feed pump is used, the concentrated chlorine solution shall be pumped through an appropriate solution tube so as to inject the high-concentration chlorine solution at a rate that will give a uniform chlorine concentration in the filling water. The solution tube shall be inserted through an appropriate valve located on the inlet pipe and near the storage facility, or through an appropriate valve located on the storage facility such that the chlorine solution will mix readily with the filling water.

- b. When the sodium hypochlorite is poured into the storage facility, the filling of the storage facility shall be immediately thereafter or as soon as any removed manhole covers can be closed. The sodium hypochlorite may be poured through the cleanout or inspection manhole in the lower course or level of the storage facility, in the riser pipe of an elevated tank, or through the roof manhole. The sodium hypochlorite shall be poured into the water in the storage facility when the water is not more than 3 ft (0.9 m) in depth, nor less than 1 ft in depth or as close thereto as manhole locations permit.
3. **Calcium hypochlorite use.** Calcium hypochlorite granules or tablets broken or crushed to sizes not larger than ¼-in maximum dimension may be poured or carried into the storage facility through the cleanout or inspection manhole in the lower course or level of the storage facility, into the riser pipe of an elevated tank, or through the roof manhole. The granules or tablet particles shall be placed in the storage facility before flowing water into it. The granules or tablets shall be located so that the inflowing water will ensure a current of water circulating through the calcium hypochlorite, dissolving it during the filling operation. The calcium hypochlorite shall be placed only on dry surfaces unless adequate precautions are taken to provide ventilation or protective breathing equipment.
4. **Retention period.** After the storage facility has been filled with the disinfecting water, it shall stand full as follows: (1) for a period of not less than 6 hr when the water entering the storage facility has been chlorinated uniformly by gas-feed equipment or chemical pump, or (2) for a period of not less than 24 hr when the storage facility has been filled with water that has been mixed with sodium hypochlorite or calcium hypochlorite within the storage facility as described in paragraph 2 and 3 above.
5. **Handling of disinfection water.** After the retention period stated in 4, the free chlorine residual in the storage facility shall be reduced to a concentration appropriate for distribution by completely draining the storage facility and refilling with potable water, or by a combination of additional holding time and blending with potable water having a low chlorine concentration. When an appropriate chlorine concentration is reached and subjected to satisfactory bacteriological testing and acceptable aesthetic quality, the water may be delivered to the distribution system.
 - a. The environment into which the chlorinated water is to be discharged shall be inspected, and if there is any likelihood that the chlorinated discharge will cause damage, then a reducing agent shall be applied to the water to be wasted to thoroughly neutralize the chlorine residual in the water. Federal, state, or local environmental regulations may require special provisions or permits prior to disposal of highly chlorinated water. The proper authorities should be contacted prior to disposal of highly chlorinated water.

B. CHLORINATION METHOD 2

A solution of 200-mg/L available chlorine shall be applied directly to the surfaces of all parts of storage facility that would be in contact with water when the storage facility is full to the overflow elevation.

1. **Method of application.** The chlorine solution may be applied with suitable brushes or spray equipment. The solution shall thoroughly coat all surfaces to be treated, including the inlet and outlet piping, and shall be applied to any separate drain piping such that it will have available chlorine of not less than 20 mg/L when filled with water. Overflow piping need not be disinfected.
2. **Retention.** The disinfected surfaces shall remain in contact with the strong chlorine solution for at least 30 min, after which potable water shall be admitted, the drain piping purged of the 10-mg/L chlorinated water, and the storage facility then filled to its overflow level. Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the water may be delivered to the distribution system.

C. CHLORINATION METHOD 3

Water and chlorine shall be added to the storage facility in amounts such that the solution will initially contain 50 mg/L available chlorine and will fill approximately 5 percent of the total storage volume. This solution shall be held in the storage facility for a period of not less than 6 hr. The storage facility shall then be filled to the overflow level by flowing potable water into the highly chlorinated water. It shall be held full for a period of not less than 24 hr. All highly chlorinated water shall then be purged from the drain piping. Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the remaining water may be delivered to the distribution system.

1. **Adding chlorine.** Chlorine shall be added to the storage facility by the method described in Sec. A.1., A.2., or A.3. The actual volume of the 50-mg/L chlorine solution shall be such that, after the solution is mixed with filling water and the storage facility is held full for 24 hr, there will be a free-chlorine residual of not less than 2 mg/L.

Table 5 Amounts of chemicals required to give various chlorine concentrations in 100,000 gal of water*

Desired Chlorine Concentration in Water <i>mg/L</i>	Chlorine Required <i>lb</i>	Sodium Hypochlorite Required			Calcium Hypochlorite Required
		5 Percent Available Chlorine <i>gal</i>	10 Percent Available Chlorine <i>gal</i>	15 Percent Available Chlorine <i>gal</i>	65 Percent Available Chlorine <i>lb</i>
2	1.7	3.9	2.0	1.3	2.6
10	8.3	19.4	9.9	6.7	12.8
50	42.0	97.0	49.6	33.4	64.0

Table 6 Amounts of chemicals required to give various chlorine concentrations in 200 mg/L in various volumes of water

Volume of Water	Sodium Hypochlorite Required					Calcium Hypochlorite Required
	Chlorine Required	5 Percent Available Chlorine	10 Percent Available Chlorine	15 Percent Available Chlorine	65 Percent Available Chlorine	
		<i>gal</i>	<i>gal</i>	<i>gal</i>	<i>gal</i>	<i>lb</i>
10	0.02	0.04	0.02	0.02	0.03	
50	0.1	0.2	0.1	0.07	0.15	
100	0.2	0.4	0.2	0.15	0.3	
200	0.4	0.8	0.4	0.3	0.6	

3.2 WATER WELLS

A. Gravel and Gravel-Pack Chlorination

Gravel installed in new wells shall be chlorinated as specified by one of the following two procedures in accordance with AWWA C654-03. In either case, prior to installing gravel, the drilling fluid shall be thinned as described in ANSI/AWWA A100 and shall extend to the top of the casing.

1. *Tablet Procedure in Gravel.* Calcium hypochlorite tablets (approximately 5-g size) shall be uniformly mixed with the gravel at the rate of ¼ lb to ½ lb. of calcium hypochlorite per ton of gravel. The mixture shall then be fed into the gravel chute and shall completely fill the annular void outside the casing to the level desired.

Warning: Gravel used in any water well should be free of organic material. Otherwise, there is potential for an explosion when gravel containing organic material is mixed with hypochlorite tablets.

2. *Chlorine Residual in Drilling Fluid.* After the drilling fluid has been thinned, gravel can then be added to fill the annular void outside the well casing. After the drilling mud has been displaced, chlorinated water is then put into the well to produce a chlorine concentration of less than 50 mg/L in the entire volume of fluid within the well. The chlorine residual shall be measured periodically during this operation and the chlorine feed adjusted if necessary.
3. *Chlorination of Gravel Being Installed in Existing Wells.* When gravel has settled in an existing well, any replacement gravel used to fill the void shall be soaked, immediately prior to its use, for at least 30 min in chlorine solution maintained at a concentration of not less than 50 mg/L.

4. *Chlorination of Existing Gravel Pack in Wells.* When an existing gravel pack appears to be the source of contamination in a well, it shall be chlorinated by feeding water containing not less than 100-mg/L chlorine residual down the gravel chute. The chlorinated water shall be fed down the gravel chute until the chute will no longer take water or until the volume down the chute is equal to at least twice the calculated volume of the annular space outside the well casing. The chlorinated water should be fed into the gravel chute through an air-gap system to avoid a pressure buildup that would lift the pump base. The maximum rate at which the gravel will accept water may vary greatly from one well to another. But rates of 20 gpm to 50 gpm (70L/min to 190 L/min) are not unusual.

B. Chlorination of Permanent Equipment and material used in wells

All permanent equipment and material to be installed in the well shall be chlorinated just prior to installation. This shall be done by spraying such areas with a solution having a chlorine residual of not less than 200 mg/L.

C. Chlorination of Well After Permanent Equipment Is Installed

After permanent equipment is installed, the well shall be chlorinated by (1) treating the water in the well casing to provide a chlorine residual of approximately 50 mg/L; (2) circulating the chlorinated water within the well casing and pump column; and (3) pumping the well to waste to remove chlorinated water.

1. *Treating the Water in the Well Casing.* The water in the casing shall be treated with chlorine so that an average chlorine residual of 50 mg/L in the entire volume of water in the casing.

If calcium hypochlorite is used, it shall be dribbled down the casing vent and at least 30 min shall pass to allow the tablets to fall through the water and dissolve.

If sodium hypochlorite is used, the solution must reach all parts of the well. To accomplish this, a tube shall be suspended through the well-casing vent so that it reaches the bottom of the well. After it reaches the bottom, it shall be withdrawn as the sodium hypochlorite solution is pumped through the tube.

After the chlorine has been applied, the well shall be surged at least three times to improve the mixing and induce contact of the chlorinated water with the adjacent aquifer. The chlorinated water shall be allowed to rest in the casing for at least 12 hrs but for no more than 24hrs.

2. *Circulating the Chlorinated Water.* Following completion of the procedure described in Sec. C.1., a pressure-tight connection shall be made at least 2 in. in diameter (but not larger than the discharge piping) from the pump discharge piping to the casing vent. The pump shall be operated against a throttle discharge valve to return a flow of several hundred gallons per minute down the well casing while the rest of the pumped water is discharge to waste. In low-producing wells, the rate of return need not exceed one-half the maximum rate of production of the well.

Caution: The discharge valve shall not be throttled to the extent that the pressure will damage equipment or pipe-restraining ties. This procedure will remove oil or other material

that has accumulated on the water surface; care must be used to ensure that such material is harmlessly disposed of on-site or recovered for proper waste disposal.

The discharge water shall be tested periodically for chlorine residual. When zero chlorine residual is measured, the well shall continue to be pumped to waste for at least 15 min. The well then shall be sampled for bacteriological evaluation.

3.3 BACTERIOLOGIC TESTS

A. MAINS

After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one (1) set of samples shall be collected from every 1,200 feet of new water main, plus one (1) set from the end of the line and at least one (1) set from each branch. Samples shall be tested for bacteriological quality in accordance with *Standard Methods for the Examination of Water and Wastewater* and shall show the absence of coliform organisms.

B. STORAGE FACILITIES

After the chlorination procedure is completed and before the storage facility is placed in service, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be taken from the full facility and tested for bacteriological quality in accordance with *Standard Methods for the Examination of Water and Wastewater* and shall show the absence of coliform organisms.

C. WELLS

After the well has been chlorinated and pumped to waste for a minimum of 15 min with zero chlorine residual, at least duplicate samples shall be taken not less than 30 min apart, and the samples shall be tested for the presence of coliform in accordance with *Standard Methods for the Examination of Water and Wastewater*. If none of these samples show the presence of coliform, the well may be placed in domestic service.

If any of these samples show the presence of coliform, one of the following procedures shall be followed:

1. Pump the well to waste for a minimum of an additional 15 min, then take at least duplicate samples not less than 30 min apart and test for the presence of coliform in accordance with the latest edition of *Standard Methods for the Examination of Water and Wastewater*. If none of these samples show the presence of coliform, the well may be placed in domestic service. (If any of these samples show the presence of coliform, follow procedure 2 and 3 below.)
2. Chlorinate and test the well as described in Sec. 3.2 and 3.3.
3. Perform corrective action as determined by a qualified engineer experienced in water well disinfection.

“END OF SECTION”

SECTION 03050

CONCRETE WORK

PART 1 - MATERIALS

1.1 CEMENT

A. All cement used in the work shall be a well-known brand, type one Portland Cement, and shall conform to the Standard "Specifications for Portland Cement" (Serial Designation: C-150) of the American Society for Testing Materials (ASTM), and revisions thereof.

B. **Inspection and Tests**

From each shipment of cement the Contractor shall furnish a certificate of inspection from a well-known laboratory of established good reputation, previously approved by the Engineer, showing that the cement has been tested in accordance with the requirements, the cost of making such tests to be included in the price bid per cubic yard for concrete. Tests shall conform to the requirements of ASTM Standard Specifications wherever applicable.

C. **Acceptance or Rejection of Cement**

The acceptance or rejection of cement shall rest with the Engineer and any cement failing to meet the requirements specified herein may be rejected at their direction. All rejected cement shall be plainly marked for identification, shall be immediately removed from the worksite, and shall not again be offered for inspection. Cement kept in storage for several months may be subject to repeated tests if required.

D. **Cement Storage**

Provide a storage unit that protects the cement against dampness. Cement which for any reason has become partially set or contains lumps or cakes will be rejected and shall be removed from the site of the work.

1.2 WATER

All water used in mixing mortar or concrete shall be free from acid, alkali, oil, salt, vegetable or other matter in sufficient quantity to be injurious to the finished product, and shall be reasonably clear.

1.3 AGGREGATE

A. **Fine Aggregate**

Aggregate for concrete shall be clean, hard durable uncoated grains of Arkansas River sand or other sand acceptable to the Engineer. It shall be free from injurious amounts of dust, clay balls, soft or flaky particles, shale, alkali, organic matter, lime or other deleterious substances. It shall not contain more than three percent (3%), by weight, of material which can be removed by standard decantation tests, and, when subjected to the colorimetric test for organic impurities of the ASTM, "Method of Test for Organic Impurities in Sands for Concrete" (Serial Designation C-40) and producing a color darker than the reference standard color solution, it shall be rejected unless it passes the mortar

strength test. Fine Aggregate shall be graded approximately within the limits shown in the following table. If not enough fines are available in the natural sands, limestone dust shall be added.

Percent (%) Passing Standard Square Mesh Screens

<u>Size</u>	<u>% Passing</u>	<u>Sieve</u>
	3/8"	100
	No. 4	95 - 100
	No. 8	80 - 100
	No. 16	50 - 85
	No. 30	25 - 60
	No. 50	5 - 30
	No. 100	0 - 10
	No. 200	0 - 3

B. Coarse Aggregate

1. Aggregate shall consist of the best available crushed limestone, or other approved material. River gravel or other material with smooth surface shall not be used without specific written approval of the Engineer.
2. Coarse aggregate shall be clean, tough, sound durable rock and shall not contain harmful quantities of foreign material and must be satisfactory to the Engineer. Samples shall be submitted to the Engineer for approval before any aggregate is used in the work.
3. Coarse aggregate shall be graded approximately within the limits shown in the following table:

Percent (%) Passing Standard Square Mesh Screens

<u>Sieve Size</u>	<u>% Passing</u>
1½"	100
1"	95 - 100
½"	25 - 60
No. 4	0 - 10
No. 8	0 - 5
No. 200	0 - 2

4. Coarse aggregate shall conform to Standard Specifications ASTM, Serial Designation C-33.
5. The maximum size of aggregate to be used in structures six (6) inches thick and under shall be three-quarters of an inch (3/4"); in structures from six (6) to ten (10) inches thick, the maximum size of aggregate shall be one and one-half inches (1-1/2").
6. If required, the Contractor shall furnish test certificates that the aggregates meet the above requirements.
7. In case the concrete resulting from the mixture of the aggregates is not of a workable character or does not make the proper finished surface, the Engineer may require a different grading in order to secure the desired results, or they may allow the use of inert admixtures

to correct deficiencies, upon proper showing that such use will not materially lower the strength or increase the permeability of the concrete.

PART 2 - CONCRETE MIXES

2.1 RESPONSIBILITY OF CONTRACTOR FOR STRENGTH

- A. It is the intent of these Specifications that the Contractor shall guarantee that concrete of the specified compressive strength is incorporated in the structures and that the responsibility for producing the required grades of concrete is assumed by the Contractor.
- B. Should the average strengths shown by test cylinders fall below the strengths required, the Engineer will require a change in the amount of cement, grading of aggregate, or ratio of water to cement used, or any of the above or all of the above. If the tests disclose that the strength of the concrete is insufficient for the structure as built, the Engineer may condemn the part of any structure in which concrete of insufficient strength has been placed and the Contractor, at his cost, shall remove and replace such concrete with concrete meeting these specifications.

2.2 EXPERIMENTAL CONCRETE MIXES

The Contractor may be required to make experimental mixes prior to the placing of the concrete or at any time during the progress of the work. Materials for making experimental mixes shall be furnished by the Contractor and these materials shall be identical with those intended for use in the work. The cost of the materials, as well as the crushing test specimens made from the experimental mix, shall be borne by the Contractor and shall be included in the price bid for concrete.

2.3 MIXING

The concrete shall be mixed in an approved batch machine or mixer. The ingredients shall be accurately measured by weight, unless measurement by volume is permitted by the Engineer, before being placed in the mixer. Measuring boxes or other approved measuring apparatus shall be such that the proportions can be accurately determined. The quantity of water to be added, which will vary with the degree of dryness of the material and with the weather conditions, shall be accurately measured for each batch of concrete. Means shall be provided by which a measured quantity of water can be introduced at any stage of the process. The mixing shall be done in a thorough and satisfactory manner and shall continue until every particle of aggregate is completely covered with mortar. The mixing time for each batch shall not be less than one (1) minute after the materials are in the mixer. The entire contents of the drum shall be discharged before recharging. Retempering of concrete which has partly hardened will not be permitted.

2.4 READY-MIXED CONCRETE

- A. Ready-mixed concrete may be used on the work with the approval of the Engineer when the Contractor can demonstrate that the concrete can be furnished in accordance with the specifications herein above and that delivery can be made at such rate as will insure the continuity of any pour. ASTM Standard Specifications herein, shall control the furnishing of ready-mixed concrete.
- B. All mixer trucks shall be equipped with water meters. Additional water shall be added at the job site only with the specific approval of the Engineer. Concrete shall not be mixed in trucks prior to pouring more than forty-five (45) minutes.

2.5 STRENGTH AND PROPORTION

- A. Concrete not exposed to freezing and thawing cycles shall have a minimum 28-day compressive strength of not less than 3,000 psi. Except concrete for precast manholes shall have a minimum 28-day compressive strength of not less than 6,000 psi.
- B. Concrete exposed to freezing and thawing cycles with frequent exposure to water shall have a minimum 28-day compressive strength of not less than 4,500 psi, and a target air content of 6%.
- C. Slump of Concrete shall not be greater than three (3) inches for structural and slopes, and shall not be greater than four (4) inches for all other concrete unless otherwise specified on the plans. If water reducing admixtures are used, limit the slump to a maximum of nine (9) inches.

2.6 TESTING

- A. During the progress of the work a reasonable number of compression tests shall be made when and if required by the Engineer. Each test shall consist of not less than three (3) test cylinders. At least one test shall be made for each one hundred (100) cubic yards of concrete placed. The test cylinders shall be made and stored in accordance with the Standard “Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field”, (Serial Designation C-31) of the American Society for Testing Materials, and shall be tested in accordance with the requirements relating to making compression tests on concrete test specimens as given in the “Method of Test for Compressive Strength of Molded Concrete and Cylinders,” (Serial Designation C-39) of the American Society for Testing Materials.
- B. All test specimens shall be kept as near to the point of sampling as possible and yet receive the same protection from the elements as is given to the portions of the structure being built. Specimens shall be protected from injury. They shall be sent to a testing laboratory approved by the Engineer not more than seven (7) days prior to the time of the test and while in the laboratory shall be kept in the ordinary air at a temperature of approximately 70°F. until tested.
- C. Testing shall be performed at the Owner’s expense.

PART 3 - STEEL REINFORCEMENT

3.1 STEEL REINFORCEMENT

- A. All reinforcing steel shall be deformed bars and shall conform to the requirements of the “Standard Specifications for Billet-Steel Bars for Concrete Reinforcement” (Serial Designation: A-15) of the American Society for Testing Materials. All steel shall be manufactured in the United States.
- B. The Engineer reserves the right to require a test of three specimens of each size of bar from each carload received on the worksite. These tests shall be made by a laboratory or testing firm approved by the Engineer and the cost of such testing shall be included in the price bid for steel reinforcement.

3.2 PLACING REINFORCEMENT

- A. All reinforcement, when placed, shall be free from mill scale, loose or thick rust, dirt, paint, oil, or grease and shall present a clean surface. When bending is required, it shall be accurately and neatly done, and shall conform to the American Concrete Institute “Manual of Standard Practice for

Detailing Reinforced Concrete Structure”.

- B. All reinforcing shall be placed in the exact position shown on the plans and shall be held firmly in position by means of approved metal spacers and supports, by wiring to the forms, and by wiring the bars together at intersections with approved wire ties so that the reinforcement will not be displaced during the depositing and compacting of the concrete. The placing and fastening of reinforcement in each section of the work shall be approved by the Engineer before any concrete is deposited in the section.
- C. Care shall be taken not to disturb the reinforcement after the concrete has taken its initial set.

PART 4 - WORKMANSHIP

4.1 FORMS

- A. Forms shall be so designed and constructed that they may be removed without injuring the concrete.
- B. The material to be used in the forms for exposed surfaces shall be sized and dressed lumber or metal in which all bolt and rivet heads are countersunk. In either case a plain, smooth surface of the desired contour must be obtained. Undressed lumber may be used for backing or other unexposed surfaces, except inside faces of conduits.
- C. The forms shall be built true to line and braced in a substantial and unyielding manner. They shall be mortar-tight and, if necessary to close cracks due to shrinkage, shall be thoroughly soaked in water. Forms for re-entrant angles shall be filleted, and forms for corners shall be chamfered. Dimensions affecting the construction of subsequent portions of the work shall be carefully checked after the forms are erected and before any concrete is placed. The interior surfaces of the forms shall be adequately oiled with a non-staining mineral oil to insure the non-adhesion of mortar.
- D. Form lumber that is to be used a second time shall be free from bulge or warp and shall be thoroughly cleaned. The forms shall be inspected immediately preceding the placing of concrete; any bulging or warping shall be remedied, and all dirt, sawdust, shavings, or other debris within the forms shall be removed.
- E. No wood device of any kind, used to separate forms, will be permitted to remain in the finished work.
- F. Temporary openings shall be placed at the bottom of the column and wall forms and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

4.2 REMOVAL OF FORMS

No forms shall be removed except with the express approval of the Engineer.

4.3 CONSISTENCY

- A. All reinforced concrete which is required to be spaded or puddled in forms or around reinforcement steel shall be of such consistency that:
 - 1. All aggregates will float uniformly throughout the mass without settling or segregation;

2. When dropped directly from the discharge chute of the mixer, it will flatten out at the center of the pile but will stand up at the edges, the pile spreading from internal expansion and not by flowing;
 3. It will flow sluggishly when tamped or spaded;
 4. It can be readily puddled into corners and angles of forms and around reinforcement steel;
 5. It can be readily spaded to the bottom of the pour or to a depth of several feet at any time within thirty (30) minutes after placing.
- B. A desirable consistency is one that results in a very slight accumulation of water at the top of a layer several feet in thickness, but with no segregation or accumulation of laitance.
- C. If, through accident, intention, or error in mixing, any concrete shall, in the opinion of the Engineer, vary materially from the consistency specified, such concrete shall not be incorporated in the work but shall be discharged as waste material.

4.4 CONSTRUCTION JOINTS

- A. Construction joints shall be located as shown upon the plans and at other points as may be necessary during construction provided that the location and nature of additional joints shall be approved by the Engineer. In general, joints shall be located at points of minimum shear, shall be perpendicular to the principal lines of stress, and shall have suitable keys having areas of approximately one-third (1/3) of the area of the joints.
- B. In resuming work, the surface of the concrete previously placed shall be thoroughly cleaned of dirt, scum, laitance, or other soft material, and shall be roughed. The surface shall then be thoroughly washed with clean water and covered with at least one-half (2) inch of cement mortar, after which concreting may proceed. Mortar shall be placed in a manner so as not to splatter forms and reinforcing steel.

4.5 PLACING CONCRETE

- A. Before beginning a run of concrete, surfaces of the forms, reinforcing steel, and concrete previously placed, shall be thoroughly cleaned of hardened concrete or foreign materials. Forms shall be thoroughly wetted or oiled.
- B. Concrete shall be placed in the forms immediately after mixing. It shall be so deposited that the aggregates are not separated. Dropping the concrete any considerable distance, generally in excess of five (5) feet, depositing large quantities at any point and running or working it along the forms or any other practice tending to cause segregation of the ingredients will not be allowed. It shall be compacted by vibration or continuous tamping, spading, or slicing. Care shall be taken to fill every part of the forms, to work the coarser aggregate back from the face and to force the concrete under and around the reinforcement without displacing it. All concrete shall be thoroughly vibrated, except where specifically excepted in the specifications. The concrete shall be deposited in continuous horizontal layers and, whenever practicable, concrete in structures shall be deposited continuously for each monolithic section of the work. Chutes and tremies used for conveying concrete shall be mortar-tight.

- C. Work shall be so arranged that each part of the work shall be poured as in a unit if this is possible. Where necessary to stop pouring concrete, the work shall be brought up in level courses and against a vertical stop board.
- D. The placing of concrete under water, where permitted, must be done by special approved methods.

4.6 PLACING IN COLD WEATHER

- A. No concrete shall be placed without the specific permission of the Engineer when the air temperature is at or below thirty-five (35) degrees Fahrenheit.
- B. If concreting in freezing weather is permitted by the Engineer, care shall be taken to prevent the use of any frozen material. In addition to adequate provision for protecting the concrete against chilling or freezing, the Contractor shall be required to heat the water and aggregate so that when deposited in the forms, the concrete will have a temperature of not less than fifty (50) degrees F. nor more than eighty (80) degrees F. The concrete shall be adequately protected so as to maintain this temperature for a minimum of seventy-two (72) hours after it has been placed and a temperature above thirty-two (32) degrees F. for a period of two additional days. The work shall be done entirely at the Contractor's risk.
- C. No chemicals or other foreign matter shall, without the approval of the Engineer, be added to the concrete for the purpose of preventing freezing.

4.7 FINISH OF CONCRETE SURFACES

- A. Immediately after removing the forms, all wires or other exposed metal shall be cut back off the concrete surface, and the depressions thus made and all honeycomb and other defects shall be filled with mortar and then rubbed smooth. If the Engineer deems any honeycomb or other defect to require such treatment, the defective concrete shall be cut out to depth sufficient to expose the reinforcement and to afford a key for the concrete replacing that cut out.
- B. All structural surfaces exposed to view shall have a rubbed finish as follows:
 - 1. Saturate the concrete surfaces with water immediately before rubbing with a medium coarse carborundum stone with a small amount of mortar on the face.
 - 2. Mix mortar from cement and fine sand in the same proportions as the finished concrete.
 - 3. Continue rubbing to remove the form marks, projections, and irregularities, and to obtain a uniform surface. Leave the paste in place.
 - 4. After completing the work, rub with a fine carborundum stone and water until smooth and uniform in color.
 - 5. After the surface dries, rub with burlap to remove loose powder. Ensure the surface is free from unsound patches, paste, powder, and marks.
- C. On concrete sidewalks, driveways, and divider strips, provide broom-finish. Connect the old and new pavement with a sawed joint.

4.8 CURING CONCRETE

- A. Exposed surfaces of concrete shall be protected by approved methods from premature drying for a period of at least seven (7) days. Curing compounds, when approved by the Engineer, shall be applied according to the manufacturer's recommendations. In dry, hot weather, forms shall be removed as early as practicable and curing started immediately.
- B. The Engineer may require the frequent wetting of the concrete, and the use of means to protect it from the direct rays of the sun.

“END OF SECTION”

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of concrete reinforcement work, as indicated on the drawings and specified herein.
- B. The extent of concrete reinforcement is shown on the drawings and in the schedules.
- C. The work includes fabrication and placement of reinforcement for all cast-in-place concrete, including bars, welded wire fabric, ties and supports.

1.2 QUALITY ASSURANCE

A. Codes and Standards

Comply with requirements of the latest edition of the following codes and standards, except as herein modified:

- 1. American Welding Society, AWS D1.4, "Structural Welding Code-Reinforcing Steel"
- 2. Concrete Reinforcing Steel Institute, "Recommended Practice for Placing Reinforcing Bars"
- 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice for Reinforced Concrete Construction"
- 4. American Concrete Institute, ACI 318, "Building Code Requirements for Reinforced Concrete"
- 5. American Concrete Institute, ACI 315: "Manual of Standard Practice for Detailing Reinforced Concrete Structures"
- 6. ASTM A615: Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

B. Qualifications for Welding Work

- 1. Qualify welding processes and welding operators in accordance with the AWS "Standard Qualification Procedure."
- 2. Provide certification that welders to be employed in the work have satisfactorily passed AWS qualification tests within the previous 12 months. Submit certification to Owner's Representative a minimum of 15 days prior to performing any welding.

3. If re-certification of welders is required, retesting will be the Contractor's responsibility.

1.3 SUBMITTALS

A. Manufacturer's Data

Submit copies of specifications and installation instructions for proprietary materials and reinforcement accessories.

B. Mill Test Reports

Furnish test reports or an affidavit certifying that the materials or product delivered to the job meet specified requirements.

C. Shop Drawings

1. In accordance with the General Conditions, submit shop drawings for fabrication, bending and placement of concrete reinforcement. Comply with the ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures." Show bar schedules, stirrup spacing, diagrams of bent bars, arrangements, and assemblies, and mark numbers as required for the fabrication and placement of concrete reinforcement. Do not use design drawings for shop drawings.
2. Corrections or comments made on shop drawings during Owner's Representative's review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. The review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for confirming and correlating quantities and dimensions, coordinating his work with that of other trades, and performing his work in a safe and satisfactory manner.
3. In general, the drawings are made to scale, but scale measurements shall not be used in locating or arranging the members. The fabricator shall check the contract drawings before proceeding with detailing and report errors or inconsistencies discovered therein to the Owner's Representative before starting shop detailing.
4. Revisions shown on the shop drawings shall be considered as changes necessary to meet specified requirements and shall not be taken as the basis of claims for extra work.

1.4 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. Deliver reinforcement to the project site bundled, tagged and marked. Use weatherproof tags indicating size, lengths, and other information corresponding to markings shown on placement diagrams. Deliver reinforcement clean and free from loose mill and rust scale, dirt and other coatings.
- B. Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt, excessive rust and grease. Store materials to permit easy access for inspection and identification.

- C. Exercise care to prevent damage to steel reinforcement during delivery and storage.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **Reinforcing Bars (Rebar):** ASTM A615, Grade 60
- B. **Steel Wire:** ASTM A82
- C. **Welded Wire Fabric**
 - 1. ASTM A185 Furnish in flat sheets not rolls.
 - 2. Provide galvanized welded wire fabric complying with ASTM A123, hot-dip galvanized after fabrication.
- D. **Supports for Reinforcement**
 - 1. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
 - 2. Use wire bar type supports complying with CRSI recommendations. Do not use wood, brick, or other unacceptable materials.
 - 3. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 4. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide support with either hot-dip galvanized (CRSI, Class B) or plastic protected (CRSI, Class C), or stainless steel protected legs (CRSI, Class D), at Contractor's option.
 - 5. Over waterproof membranes, use pre-cast concrete block bar supports to prevent penetration of the membrane.
- E. **Tie Wire**

16 gage minimum and in sufficient quantity to hold reinforcement accurately in place during concrete placement operations.

2.2 FABRICATION

- A. **General**

Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI "Manual of Standard Practice". In case of fabrication errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the material.

B. **Unacceptable Materials**

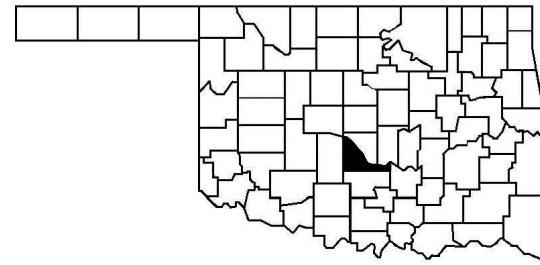
Reinforcement with any of the following defects will not be permitted in the work:

1. Bar lengths, depths and bends exceeding specified fabrication tolerances
2. Bend or kinks not indicated on drawings or final shop drawings
3. Bars with reduced cross section due to excessive rusting or other cause

PART 3 - INSTALLATION

- A. Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and support and as herein specified.
- B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spaces and hangers, as required.
- D. Place reinforcement to obtain the minimum coverage for concrete protection as per ACI 318. Arrange, space and securely tie bars and bar supports together with 16-gage wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
- E. Install welded wire fabric in as long of lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with 16-gage wire.
- F. Do not make end laps midway between support beams or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps.
- G. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than 2" beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- H. Splices - Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of ACI 318 for minimum lap of spliced bars. In the absence of splice locations shown on the drawings, splice top bars at mid-span and bottom bars at supports.

“END OF SECTION”



LOCATION MAP - MCCLAIN COUNTY



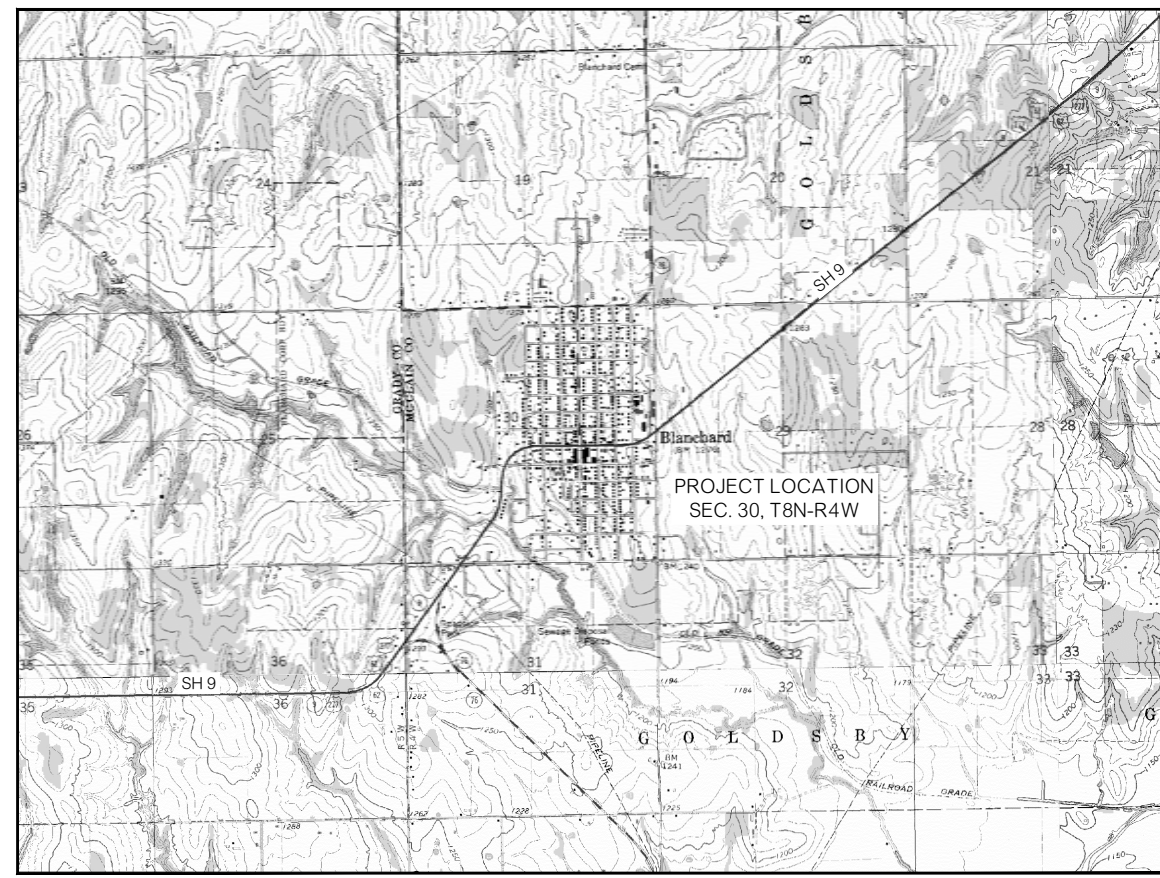
BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

EDDIE ODLE, CHAIRMAN
 MICHAEL SCALF, VICE - CHAIRMAN
 JOE DAVIS, TRUSTEE
 ALBERT RYANS, TRUSTEE
 CHUCK KEMPER, TRUSTEE
 ROBERT FLOYD, CITY MANAGER

**BLANCHARD, OKLAHOMA
 WATER SYSTEM IMPROVEMENTS
 OLD TOWN WATER LINE REPLACEMENT
 PHASE 1**

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
G-001	COVER
G-002	SUMMARY OF PAY QUANTITIES & GENERAL NOTES
G-003	GENERAL LAYOUT
WA-101	PLAN & PROFILE LINE 1
WA-102	PLAN & PROFILE LINE 1
WA-103	PLAN & PROFILE LINE 2
WA-104	PLAN & PROFILE LINE 3
WA-105	PLAN & PROFILE LINE 3
WA-106	PLAN & PROFILE LINE 4
WA-107	PLAN & PROFILE LINE 4
WA-108	PLAN & PROFILE LINE 5
WA-109	PLAN & PROFILE LINE 6
DET-101	DETAILS
STD-101	STANDARD DETAILS
STD-102	STANDARD DETAILS



CONVENTIONAL SIGNS

---	ROADS - EXISTING
---	ROADS - NEW
	RAILROADS
---	SECTION LINES
X X	FENCES
TUG TUG	TELEPHONE
OHP OHP	ELECTRIC - OVERHEAD
UGP UGP	ELECTRIC - UNDERGROUND
GAS GAS	GAS
R/W R/W	RIGHT - OF - WAY
W W	WATER
SS SS	SANITARY SEWER
FO FO	FIBER OPTIC
ST ST	STORM SEWER

2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, ON JANUARY 4, 2010.

**GLENN SULLIVAN & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS/CONSULTANTS**

103 N. Mercedes Drive
 P.O. Box 720368 - Norman, OK 73070
 Phone (405) 321-7232
 officemgr@gsanorman.com
 CA# 1691, Expiration Date: 06/30/2022



Kenneth C. Sullivan
 01/20/2022
 KENNETH C. SULLIVAN
 P.E. NO. 17231

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ODEQ STANDARDS AND CITY OF BLANCHARD SUBDIVISION REGULATIONS, AS REVISED.
2. CONTRACTOR SHALL INSTALL #12 GAUGE COPPER TRACER WIRE AND WEATHERHEADS.
3. INSTALLATION SHALL BE IN ACCORDANCE WITH ANSI/AWWA C605-05 - UNDERGROUND INSTALLATION OF POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS FOR WATER.
4. ALL UNDERGROUND FITTINGS SHALL BE MECHANICAL JOINT WITH RESTRAINT AND CONCRETE THRUST BLOCKS. ALL ABOVE GROUND FITTINGS SHALL BE FLANGED.
5. CONTRACTOR SHALL PROVIDE 36" COVER EXCEPT AS NOTED.
6. PRESSURE AND LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 02517 OF THE SPECIFICATIONS.
7. DISINFECTION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 02518 OF THE SPECIFICATIONS.
8. VERTICAL SEPARATION DISTANCES AT CROSSINGS BETWEEN WATER LINES AND SEWER LINES SHALL BE AT LEAST 24 INCHES; UNLESS THE SEWER LINE IS CONSTRUCTED OF WATER LINE PIPE AND LEAKAGE TESTED USING THE AIR TEST WITH NO LEAKAGE DETECTED DURING THE TEST.
9. HORIZONTAL SEPARATION DISTANCES FOR WATER LINES SHALL BE AT LEAST 10 FEET FROM SEWER LINES, 5 FEET FROM ANY STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES AND OTHER UTILITY LINES, AND 15 FEET FROM ALL PARTS OF SEPTIC TANKS AND ABSORPTION FIELDS OR OTHER SEWAGE TREATMENT AND DISPOSAL SYSTEMS. PVC WATER LINES MUST BE AT LEAST 50 FEET FROM GASOLINE STORAGE TANKS.
10. ALL FIRE HYDRANTS & VALVE BOXES TO BE SET TO PROPOSED FINAL GRADE WITH STEAMER NOZZLE A MINIMUM OF 15" ABOVE GROUND LEVEL. STEAMER NOZZLE SHALL FACE STREET.
11. ALL EXISTING WATER MAINS BEING ABANDONED BY THIS PROJECT ARE TO BE PLUGGED WITH NON-SHRINKING, HIGH EARLY STRENGTH GROUT AND SHALL REMAIN THE PROPERTY OF THE OWNER. THE COST OF PLUGGING AND ABANDONING WATER MAINS SHALL BE INCIDENTAL IF A SPECIFIC BID ITEM HAS NOT BEEN INCLUDED IN THE BID SCHEDULE.
12. WHEN CROSSING STREETS, DRIVEWAYS SUBJECT TO HEAVY TRAFFIC, ALLEYS AND STRUCTURES, ETC., PIPE SHALL BE INSTALLED WITH GRAVEL BACKFILL. SEE STANDARD DETAIL. ALL OTHER PIPE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS OR ENGINEER'S SPECIFICATIONS. STREET CROSSINGS SHALL HAVE STEEL CASING WITH I.D. 4" LARGER THAN THE LARGEST O.D. OF THE CARRIER PIPE. STEEL CASING SHALL EXTEND 24" PAST EDGE OF PAVING OR BACK OF CURB.
13. ALL STAKING FOR ALIGNMENT AND GRADE WILL BE DONE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER OR A REGISTERED LAND SURVEYOR.
14. ALL VALVES FITTINGS AND CONNECTIONS SHALL BE INSTALLED OUTSIDE PROPOSED PAVING WHERE POSSIBLE.
15. ALL REMOVED SALVAGEABLE ITEMS SHALL REMAIN THE PROPERTY OF THE CITY.
16. WHERE NO ITEM IS LISTED FOR WORK OR MATERIALS WHICH IS INTENDED BY OR REQUIRED BY THE PLANS AND/OR THE SPECIFICATIONS, THAT WORK AND/OR MATERIAL WILL BE CONSIDERED INCIDENTAL, WITH COST TO BE INCLUDED UNDER OTHER ITEMS OF WORK OR PAY.
17. IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE- CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.
18. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT, BOTH PUBLIC AND PRIVATE. ANY DAMAGE TO A UTILITY LINE OR STRUCTURE, BECAUSE OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD AS OR BETTER THAN THAT PRIOR TO THE DAMAGE.
19. THE CONTRACTOR MUST NOTIFY ALL AFFECTED CITY UTILITY CUSTOMERS AT LEAST TWO (2) WORKING DAYS PRIOR TO ANTICIPATED SERVICE INTERRUPTION. ALL WORK MUST BE CARRIED OUT CAREFULLY TO MINIMIZE CUSTOMER SERVICE INTERRUPTION DURING CONSTRUCTION. STREETS TEMPORARILY CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION SHALL REMAIN OPEN TO LOCAL TRAFFIC TO THE MAXIMUM EXTENT PRACTICAL DURING THE WORK. DETOUR ROUTES SHALL BE FURNISHED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
20. WHERE WORK IS CARRIED ON, IN OR ADJACENT TO ANY STREET, ALLEY OR PUBLIC PLACE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH AND ERECT SUCH BARRICADES, FENCES, LIGHTS AND/OR OTHER PROTECTIVE BARRIERS, AND TAKE SUCH OTHER PRECAUTIONARY MEASURES FOR THE PROTECTION OF PERSONS OR PROPERTY AND OF THE WORK AS ARE NECESSARY. A SUFFICIENT NUMBER OF BARRICADES SHALL BE ERECTED TO KEEP VEHICLES FROM BEING DRIVEN INTO ANY WORK UNDER CONSTRUCTION. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE ENGINEER SHUTTING DOWN THE WORK UNTIL THE CONTRACTOR HAS PROVIDED THE NECESSARY PROTECTION. ALL SUCH BARRICADES AND SIGNS AND THE USE THEREOF SHALL BE IN STRICT COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART IV - TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS.
21. ALL FENCES REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPLACED IN KIND WITH FENCING EQUAL TO OR BETTER THAN THE ORIGINAL FENCE.

PAY QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY
1.	2" PVC, ASTM D2241, CL 200	L.F.	40
2.	4" PVC, ASTM D2241, CL 200	L.F.	40
3.	6" PVC, ASTM D2241, CL 200	L.F.	1,106
4.	8" PVC, ASTM D2241, CL 200	L.F.	6,310
5.	10" PVC, ASTM D2241, CL 200	L.F.	30
6.	12" PVC, ASTM D2241, CL 200	L.F.	792
7.	BORE & 16" STEEL CASING	L.F.	260
8.	14" STEEL CASING (OPEN CUT)	L.F.	82
9.	16" STEEL CASING (OPEN CUT)	L.F.	500
10.	20" STEEL CASING (OPEN CUT)	L.F.	84
11.	6" M.J. 45° BEND	EA.	1
12.	2" M.J. 90° BEND	EA.	1
13.	4" M.J. 90° BEND	EA.	5
14.	6" M.J. 90° BEND	EA.	10
15.	8" M.J. 90° BEND	EA.	2
16.	12" M.J. 90° BEND	EA.	1
17.	6" M.J. CAP	EA.	1
18.	8" M.J. CAP	EA.	2
19.	12" M.J. CAP	EA.	1
20.	FIRE HYDRANT ASSEMBLY	EA.	18
21.	8" x 6" M.J. REDUCER	EA.	5
22.	12" x 8" M.J. REDUCER	EA.	1
23.	12" x 10" M.J. REDUCER	EA.	1
24.	2" M.J. SOLID SLEEVE	EA.	1
25.	4" M.J. SOLID SLEEVE	EA.	5
26.	6" M.J. SOLID SLEEVE	EA.	19
27.	10" M.J. SOLID SLEEVE	EA.	2
28.	10" S.S. TAPPING SLEEVE & VALVE	EA.	1
29.	2" M.J. TEE	EA.	1
30.	4" M.J. TEE	EA.	5
31.	6" M.J. TEE	EA.	20
32.	6" x 2" M.J. TEE	EA.	1
33.	8" M.J. TEE	EA.	3
34.	8" x 4" M.J. TEE	EA.	5
35.	8" x 6" M.J. TEE	EA.	10
36.	10" x 8" M.J. TEE	EA.	2
37.	12" M.J. TEE	EA.	2
38.	12" x 2" M.J. TEE	EA.	1
39.	2" M.J. GATE VALVE W/ BOX	EA.	2
40.	4" M.J. GATE VALVE W/ BOX	EA.	5
41.	6" M.J. GATE VALVE W/ BOX	EA.	17
42.	8" M.J. GATE VALVE W/ BOX	EA.	15
43.	12" M.J. GATE VALVE W/ BOX	EA.	2
44.	REMOVE EX. FIRE HYDRANT ASSEMBLY	EA.	2
45.	SINGLE LONG SERVICE	EA.	8
46.	SINGLE SHORT SERVICE	EA.	7
47.	GRAVEL DRIVE REPAIR	L.F.	1,566
48.	PAVING REPAIR	S.Y.	353
49.	PRESSURE TESTING	LSUM	1
50.	DISINFECTION & TESTING	LSUM	1
51.	EROSION & SEDIMENT CONTROL	LSUM	1
52.	CONSTRUCTION TRAFFIC CONTROL	LSUM	1

NO	REVISION	DATE

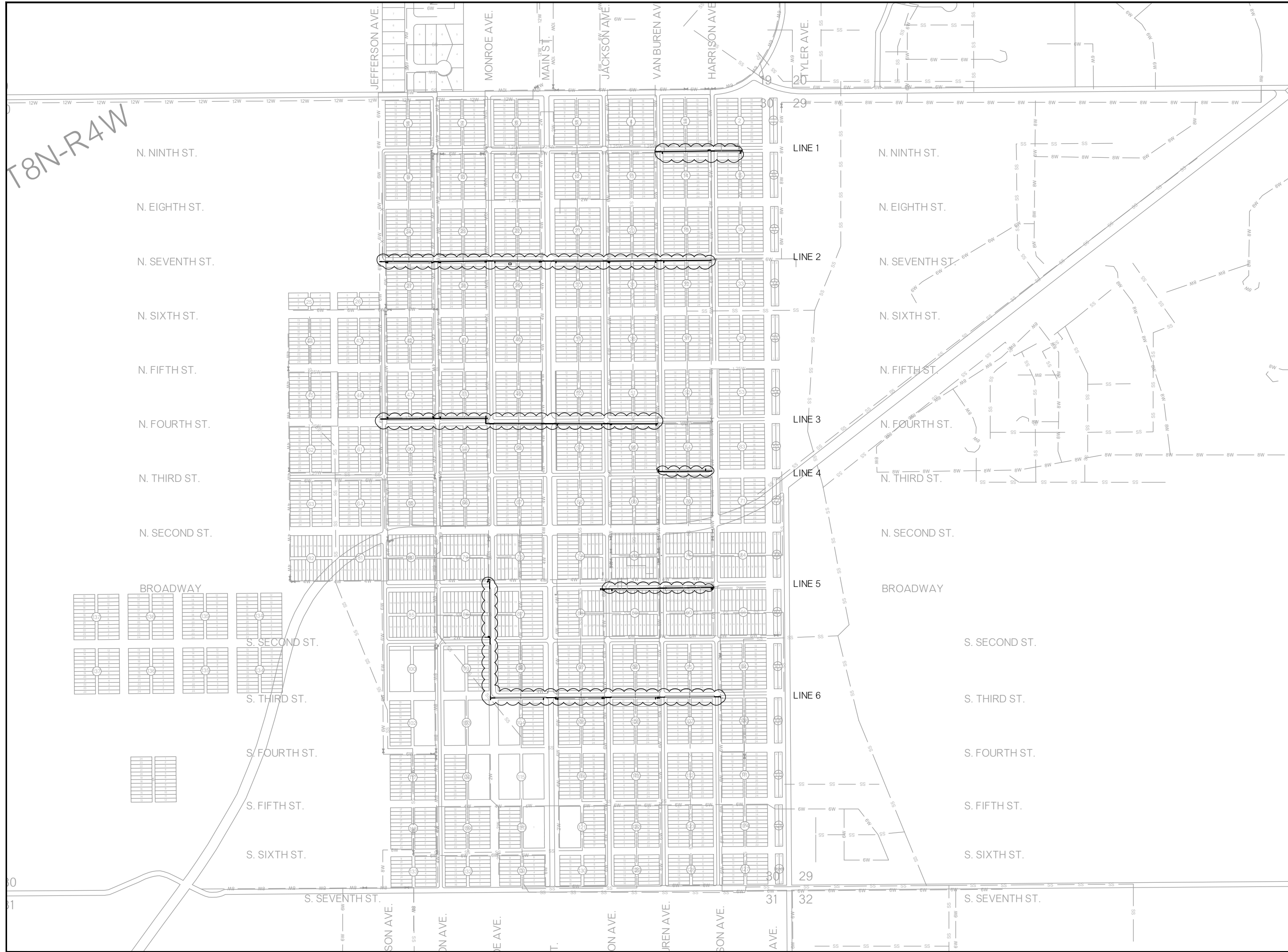
GLENN SULLIVAN & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS/CONSULTANTS
 103 N. Mercedes Drive
 P.O. Box 720368 - Norman, OK 73070
 Phone (405) 321-7232
 officemgr@gsanorman.com
 CA# 1691, Expiration Date: 06/30/2020

**CITY OF BLANCHARD /
 BMIA**

**SUMMARY OF PAY
 QUANTITIES &
 GENERAL NOTES**

DATE:	09/30/2019
DESIGNED BY:	KS
CHECKED BY:	GII
APPROVED BY:	KS
DRAWN BY:	SL

G-002



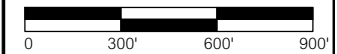
NO	REVISION	DATE

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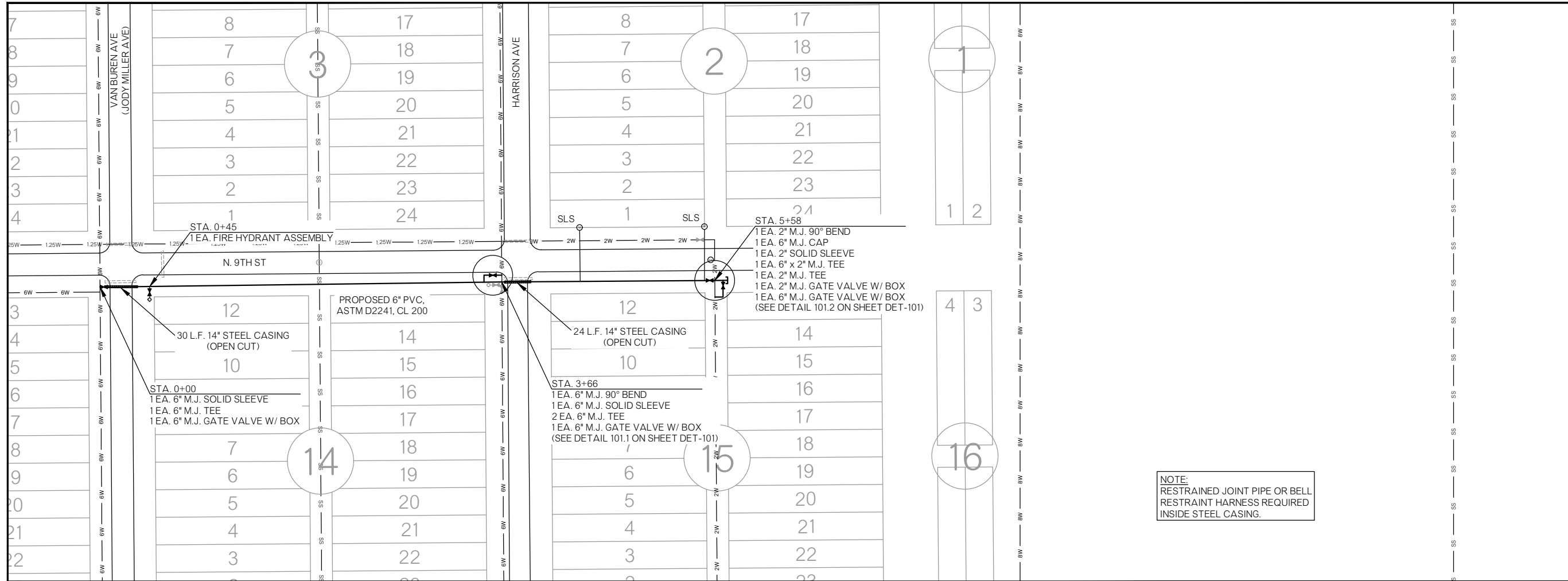
CITY OF BLANCHARD /
 BMIA

GENERAL LAYOUT

DATE: 09/30/2019
 DESIGNED BY: KS
 CHECKED BY: GII
 APPROVED BY: KS
 DRAWN BY: SL



G-003

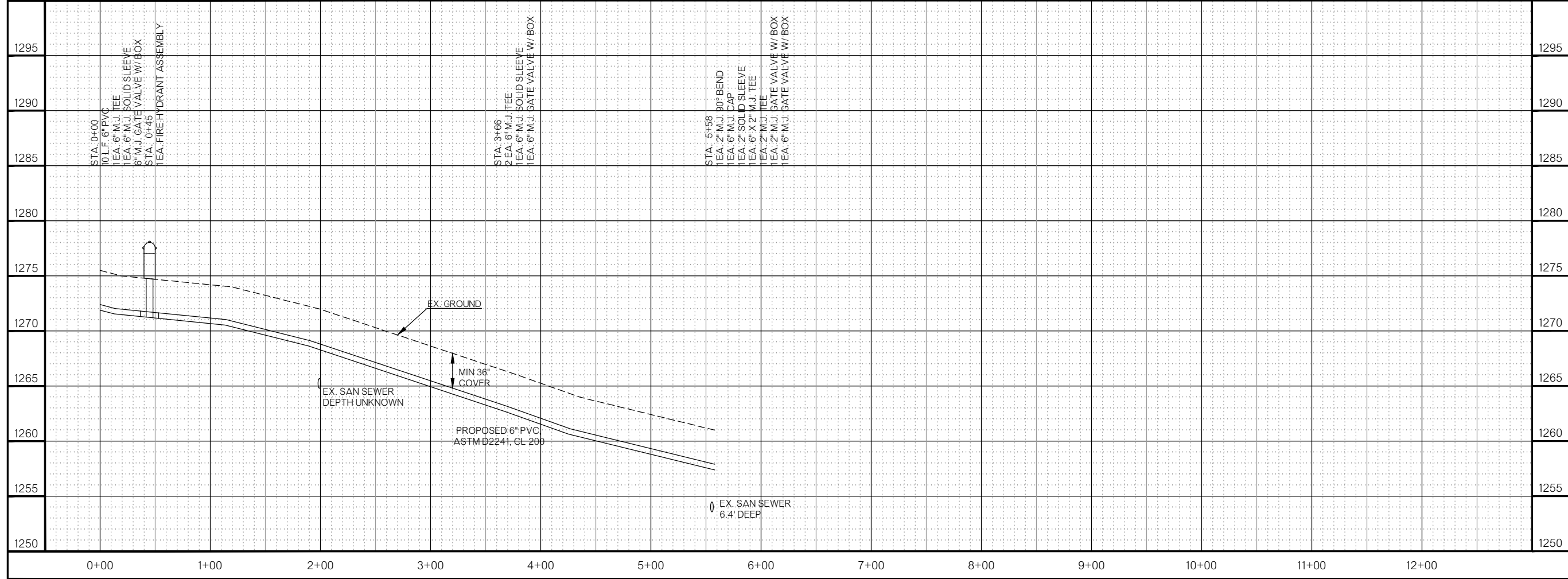


QUANTITIES THIS SHEET

1. 558 L.F. 6" PVC, ASTM D2241, CL 200
2. 54 L.F. 14" STEEL CASING (OPEN CUT)
3. 1 EA. 2" M.J. 90° BEND
4. 1 EA. 6" M.J. 90° BEND
5. 1 EA. 6" M.J. CAP
6. 1 EA. FIRE HYDRANT ASSEMBLY
7. 1 EA. 2" SOLID SLEEVE
8. 2 EA. 6" M.J. SOLID SLEEVE
9. 1 EA. 2" M.J. TEE
10. 3 EA. 6" M.J. TEE
10. 1 EA. 6" x 2" M.J. TEE
11. 1 EA. 2" M.J. GATE VALVE W/ BOX
12. 3 EA. 6" M.J. GATE VALVE W/ BOX
13. 2 EA. SINGLE LONG SERVICE
14. 50 L.F. GRAVEL DRIVE REPAIR
15. 20 L.F. PAVING REPAIR

NO	REVISION	DATE

NOTE:
RESTRAINED JOINT PIPE OR BELL
RESTRAINT HARNESS REQUIRED
INSIDE STEEL CASING.



1295
1290
1285
1280
1275
1270
1265
1260
1255
1250

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00

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CITY OF BLANCHARD /
BMIA

**PLAN & PROFILE
LINE 1**

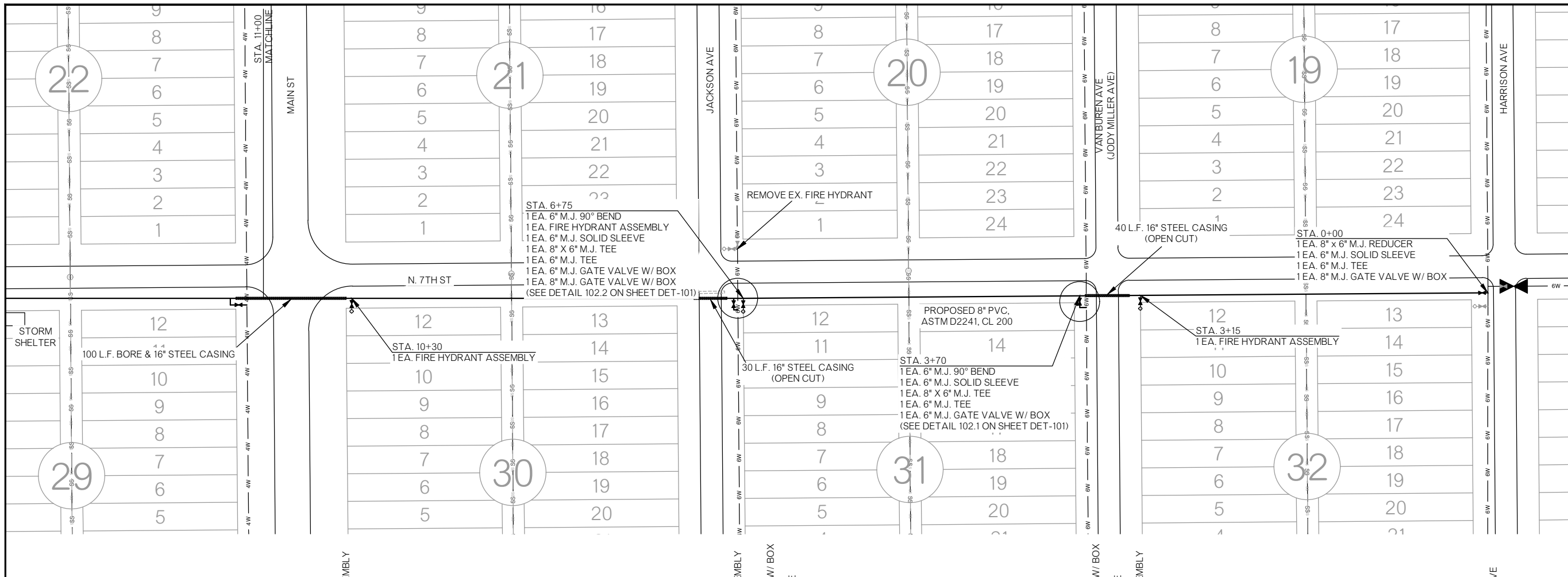
DATE: 09/30/2019
DESIGNED BY: KS
CHECKED BY: GII
APPROVED BY: KS
DRAWN BY: SL

0 50' 100' 150'

N

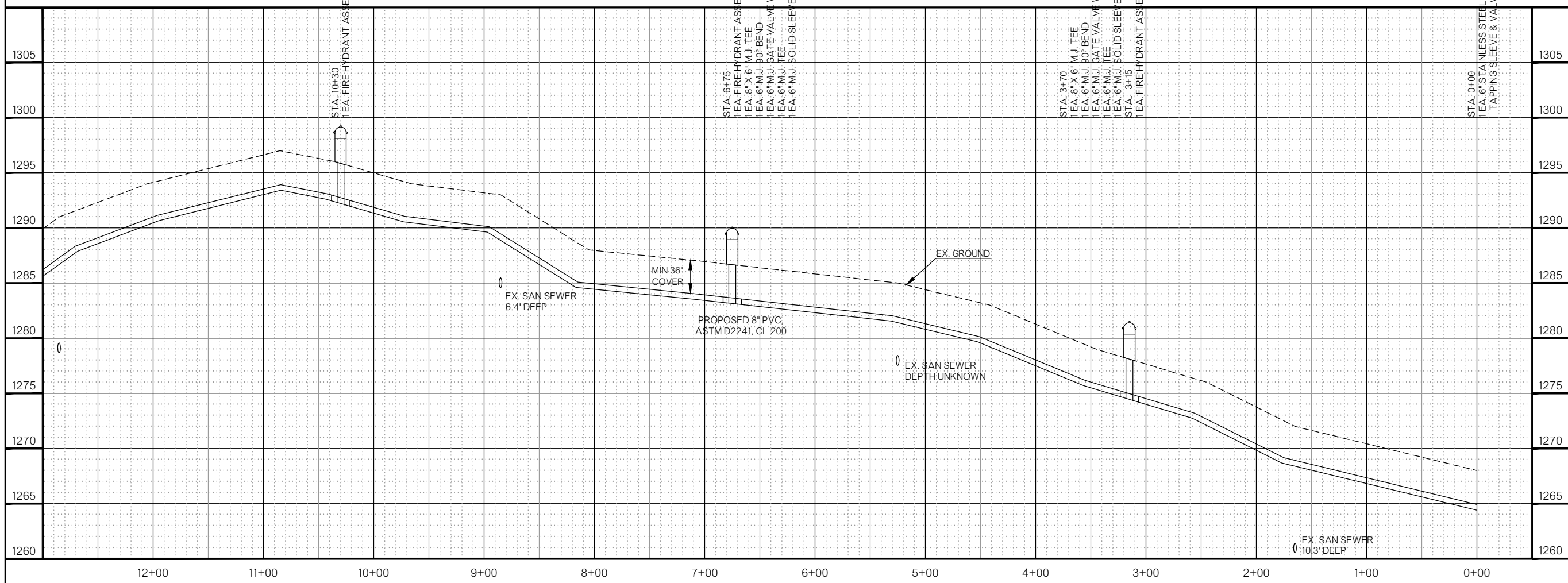
WA-101

BLANCHARD: OLD TOWN WATER PHASE 1



- QUANTITIES THIS SHEET**
- 1100 L.F. 8" PVC, ASTM D2241, CL 200
 - 100 L.F. BORE & 16" STEEL CASING
 - 70 L.F. 16" STEEL CASING (OPEN CUT)
 - 2 EA. 6" M.J. 90° BEND
 - 3 EA. FIRE HYDRANT ASSEMBLY
 - 1 EA. 8" x 6" M.J. REDUCER
 - 3 EA. 6" M.J. SOLID SLEEVE
 - 3 EA. 6" M.J. TEE
 - 2 EA. 8" x 6" TEE
 - 2 EA. 6" M.J. GATE VALVE W/ BOX
 - 2 EA. 8" M.J. GATE VALVE W/ BOX
 - 43 L.F. GRAVEL DRIVE REPAIR
 - 66 L.F. PAVING REPAIR

NO	REVISION	DATE

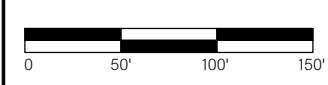


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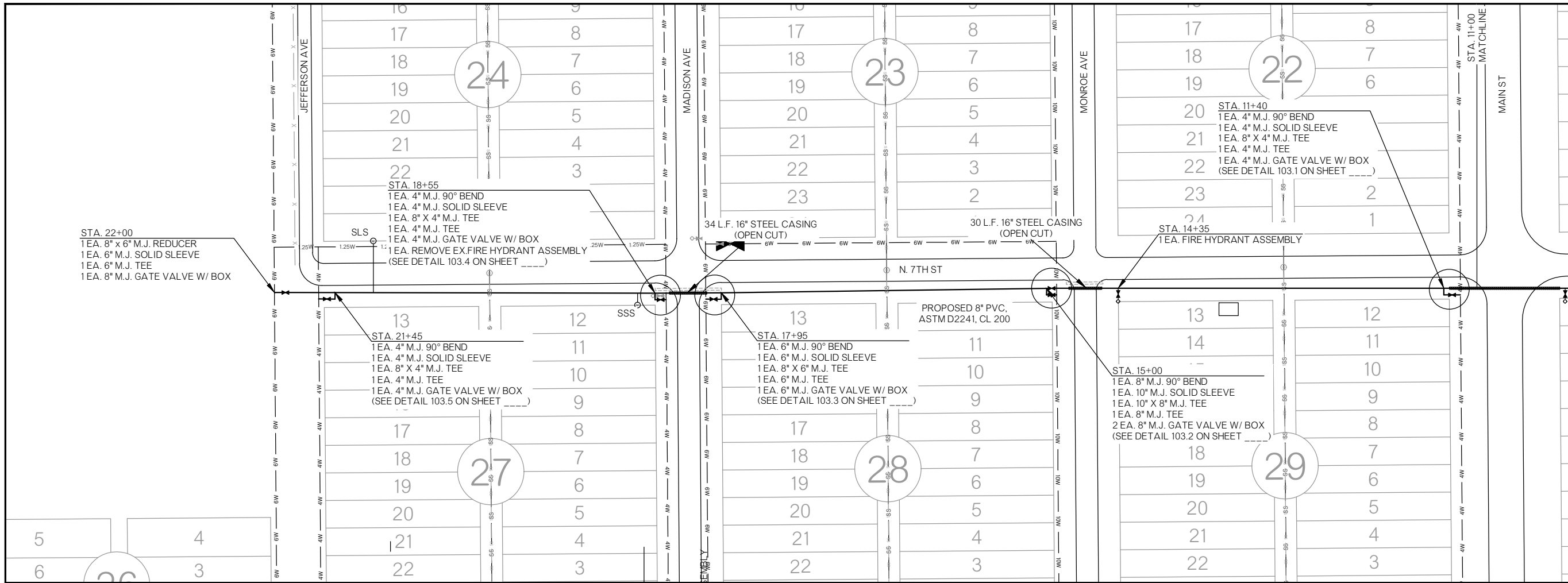
CITY OF BLANCHARD /
 BMIA

**PLAN & PROFILE
 LINE 2**

DATE:	09/30/2019
DESIGNED BY:	KS
CHECKED BY:	GII
APPROVED BY:	KS
DRAWN BY:	SL



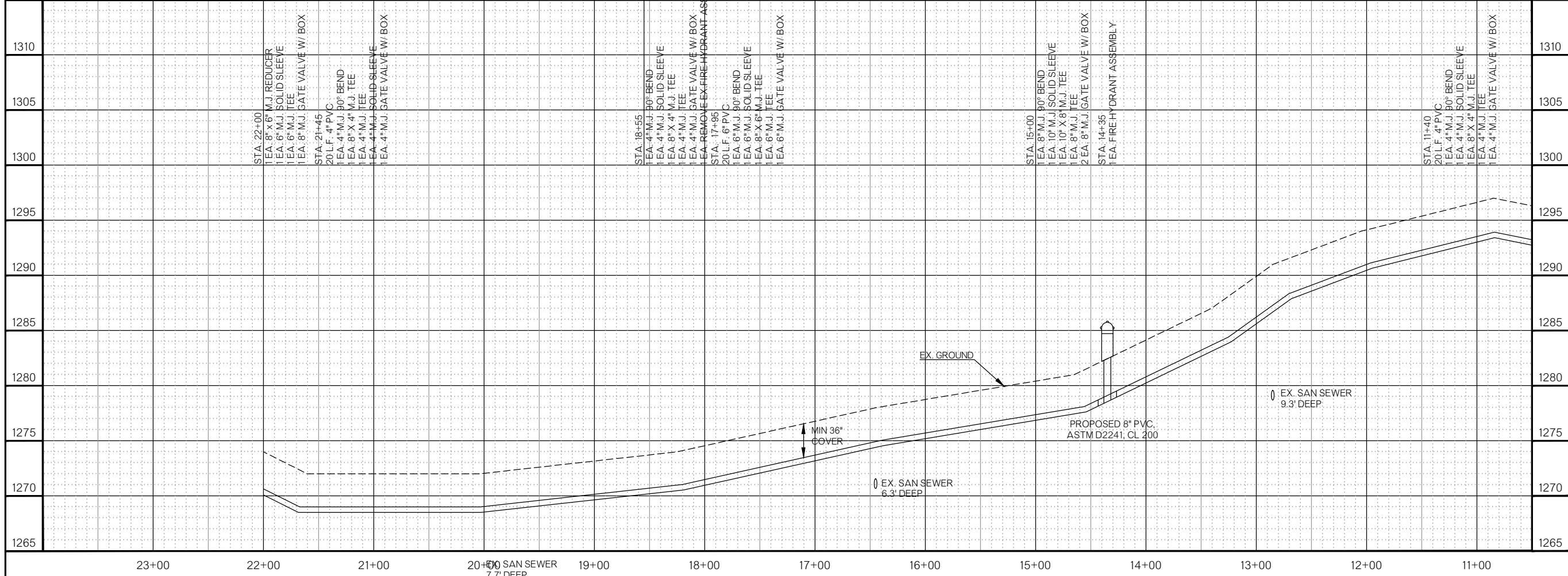
WA-102



QUANTITIES THIS SHEET

- 1100 L.F. 8" PVC, ASTM D2241, CL 200
- 64 L.F. 16" STEEL CASING (OPEN CUT)
- 3 EA. 4" M.J. 90° BEND
- 1 EA. 6" M.J. 90° BEND
- 1 EA. 8" M.J. 90° BEND
- 1 EA. FIRE HYDRANT ASSEMBLY
- 1 EA. 8" x 6" REDUCER
- 3 EA. 4" M.J. SOLID SLEEVE
- 2 EA. 6" M.J. SOLID SLEEVE
- 1 EA. 10" M.J. SOLID SLEEVE
- 14 EA. 4" M.J. TEE
- 2 EA. 6" M.J. TEE
- 1 EA. 8" M.J. TEE
- 3 EA. 8" x 4" M.J. TEE
- 1 EA. 10" x 8" M.J. TEE
- 20 EA. 4" GATE VALVE W/ BOX
- 1 EA. 6" M.J. GATE VALVE W/ BOX
- 22 EA. 8" M.J. GATE VALVE W/ BOX
- 23 EA. REMOVE EX. FIRE HYDRANT ASSEMBLY
- 24 EA. SINGLE LONG SERVICE
- 25 EA. SINGLE SHORT SERVICE
- 26 EA. 150 L.F. GRAVEL DRIVE REPAIR
- 102 L.F. PAVING REPAIR

NO	REVISION	DATE



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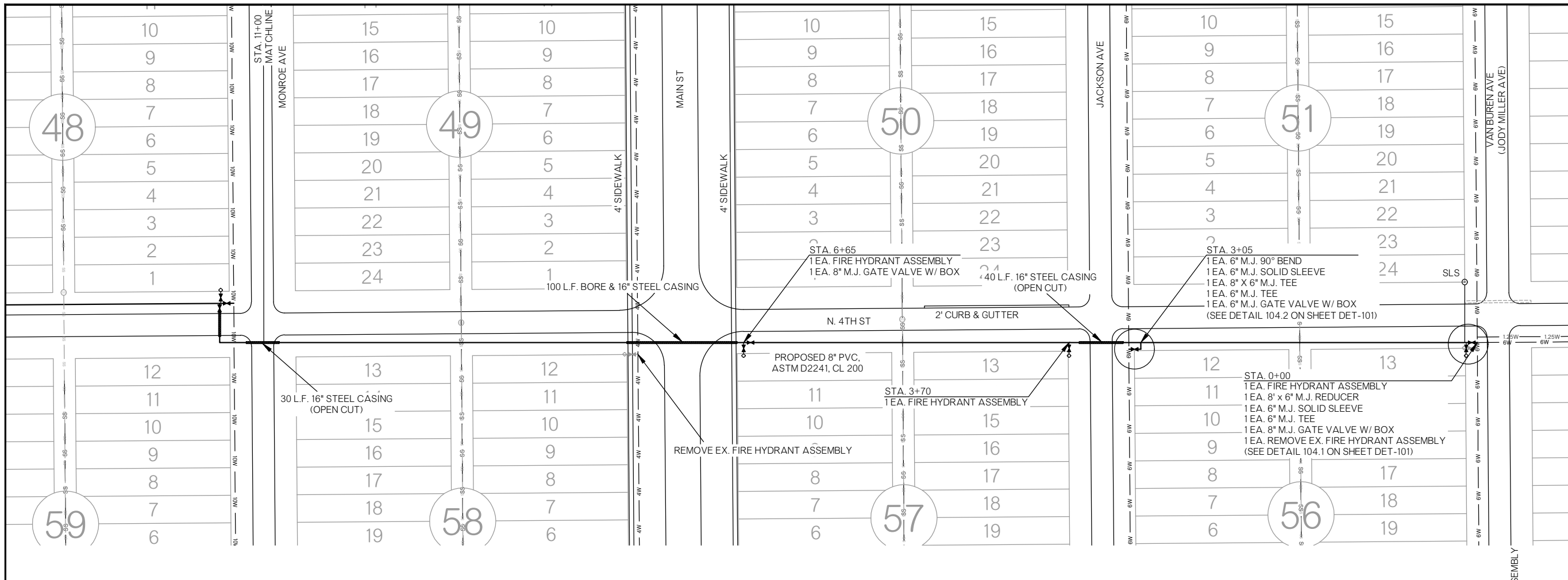
CITY OF BLANCHARD / BMIA

PLAN & PROFILE LINE 2

DATE: 09/30/2019
 DESIGNED BY: KS
 CHECKED BY: GII
 APPROVED BY: KS
 DRAWN BY: SL

WA-103

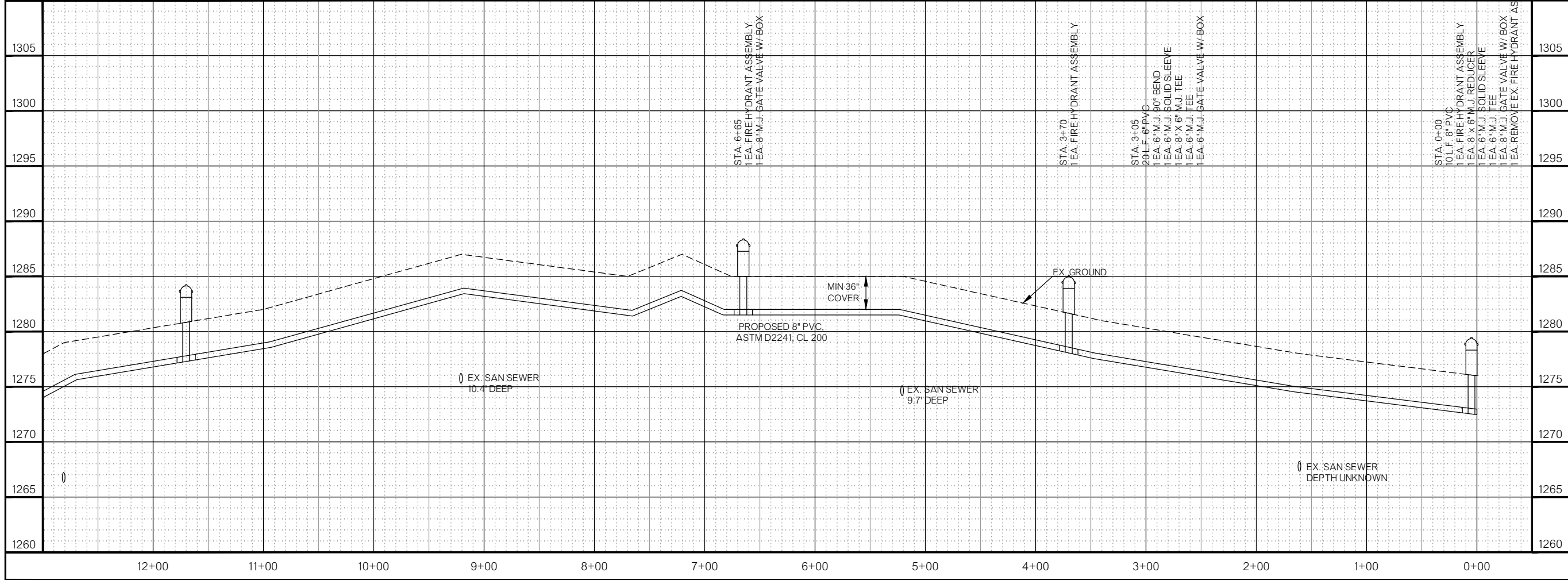
BLANCHARD: OLD TOWN WATER PHASE 1



QUANTITIES THIS SHEET

- 1100 L.F. 8" PVC, ASTM D2241, CL 200
- 100 L.F. BORE & 16" STEEL CASING
- 70 L.F. 16" STEEL CASING (OPEN CUT)
- 1 EA. 6" M.J. 90° BEND
- 3 EA. FIRE HYDRANT ASSEMBLY
- 1 EA. 8" x 6" M.J. REDUCER
- 2 EA. 6" M.J. SOLID SLEEVE
- 2 EA. 6" M.J. TEE
- 10 EA. 8" x 6" M.J. TEE
- 1 EA. 6" M.J. GATE VALVE W/ BOX
- 2 EA. 8" M.J. GATE VALVE W/ BOX
- 1 EA. REMOVE EX. FIRE HYDRANT ASSEMBLY
- 1 EA. SINGLE LONG SERVICE
- 335 L.F. GRAVEL DRIVE REPAIR
- 84 L.F. PAVING REPAIR

NO	REVISION	DATE



1305
1300
1295
1290
1285
1280
1275
1270
1265
1260

1305
1300
1295
1290
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CA# 1691, Expiration Date: 06/30/2020

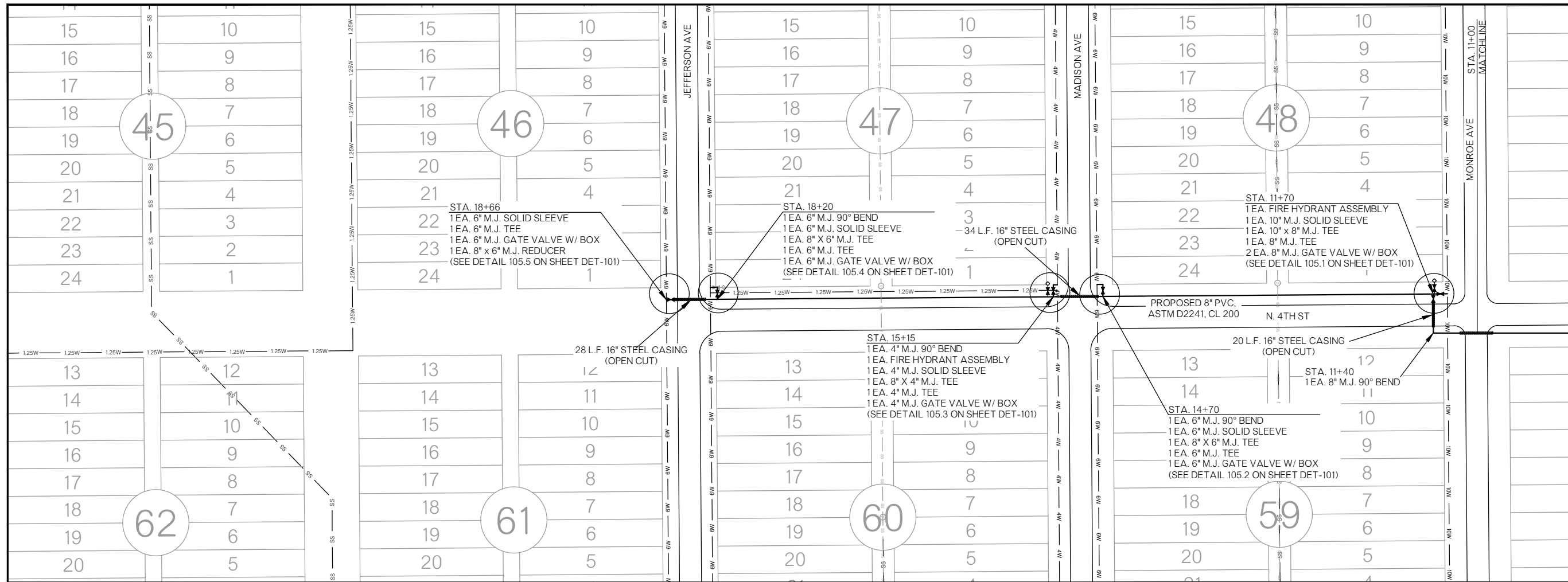
CITY OF BLANCHARD / BMIA

PLAN & PROFILE LINE 3

DATE: 09/30/2019
DESIGNED BY: KS
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APPROVED BY: KS
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WA-104

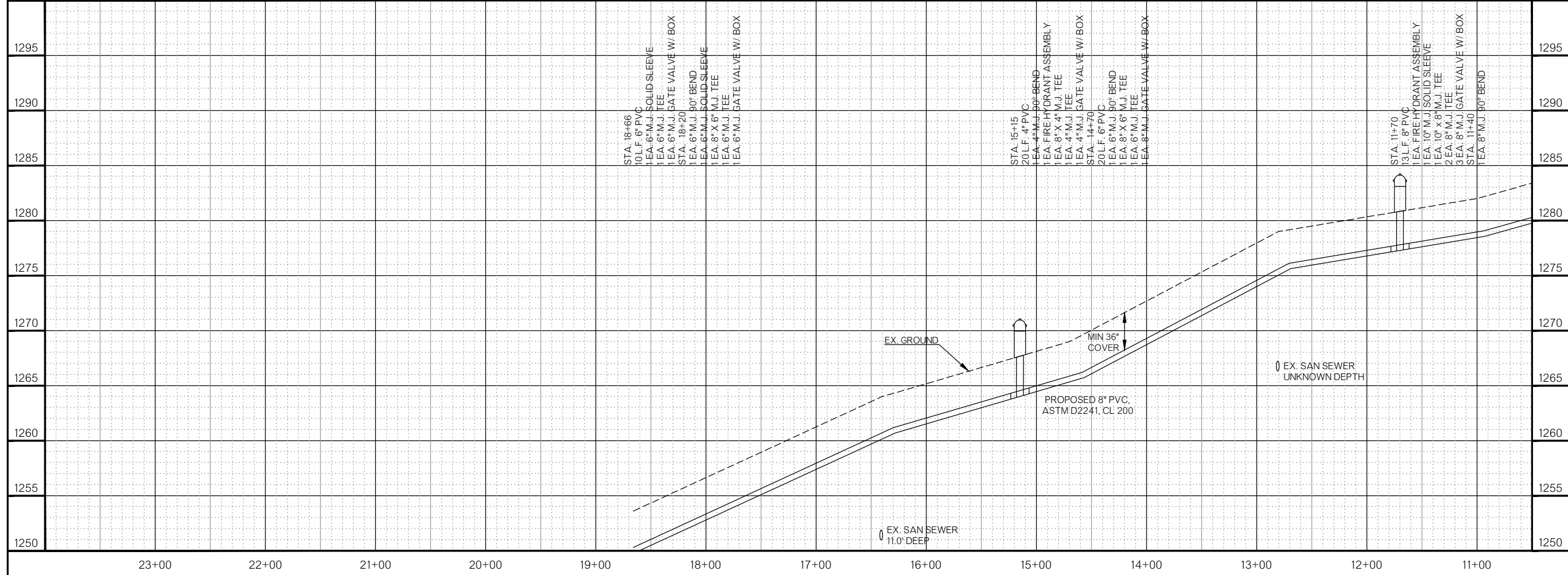
BLANCHARD: OLD TOWN WATER PHASE 1



QUANTITIES THIS SHEET

- 766 L.F. 8" PVC, ASTM D2241, CL 200
- 82 L.F. 16" STEEL CASING (OPEN CUT)
- 1 EA. 4" M.J. 90° BEND
- 2 EA. 6" M.J. 90° BEND
- 1 EA. 8" M.J. 90° BEND
- 2 EA. FIRE HYDRANT ASSEMBLY
- 1 EA. 8" x 6" M.J. REDUCER
- 1 EA. 4" M.J. SOLID SLEEVE
- 3 EA. 6" M.J. SOLID SLEEVE
- 10 EA. 10" M.J. SOLID SLEEVE
- 1 EA. 4" M.J. TEE
- 3 EA. 6" M.J. TEE
- 2 EA. 8" M.J. TEE
- 1 EA. 8" x 4" M.J. TEE
- 2 EA. 8" x 6" M.J. TEE
- 1 EA. 10" x 8" M.J. TEE
- 17 EA. 4" M.J. GATE VALVE W/ BOX
- 3 EA. 6" M.J. GATE VALVE W/ BOX
- 2 EA. 8" M.J. GATE VALVE W/ BOX
- 197 L.F. GRAVEL DRIVE REPAIR
- 68 L.F. PAVING REPAIR

NO	REVISION	DATE



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DATE: 09/30/2019
 DESIGNED BY: KS
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 DRAWN BY: SL

WA-105

BLANCHARD: OLD TOWN WATER PHASE 1



- QUANTITIES THIS SHEET**
- 358 L.F. 6" PVC, ASTM D2241, CL 200
 - 28 L.F. 14" STEEL CASING (OPEN CUT)
 - 1 EA. FIRE HYDRANT ASSEMBLY
 - 2 EA. 6" M.J. SOLID SLEEVE
 - 2 EA. 6" M.J. TEE
 - 2 EA. 6" M.J. GATE VALVE W/ BOX
 - 1 EA. SINGLE LONG SERVICE
 - 1 EA. SINGLE SHORT SERVICE
 - 130 L.F. GRAVEL DRIVE REPAIR
 - 24 L.F. PAVING REPAIR

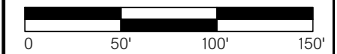
NO	REVISION	DATE

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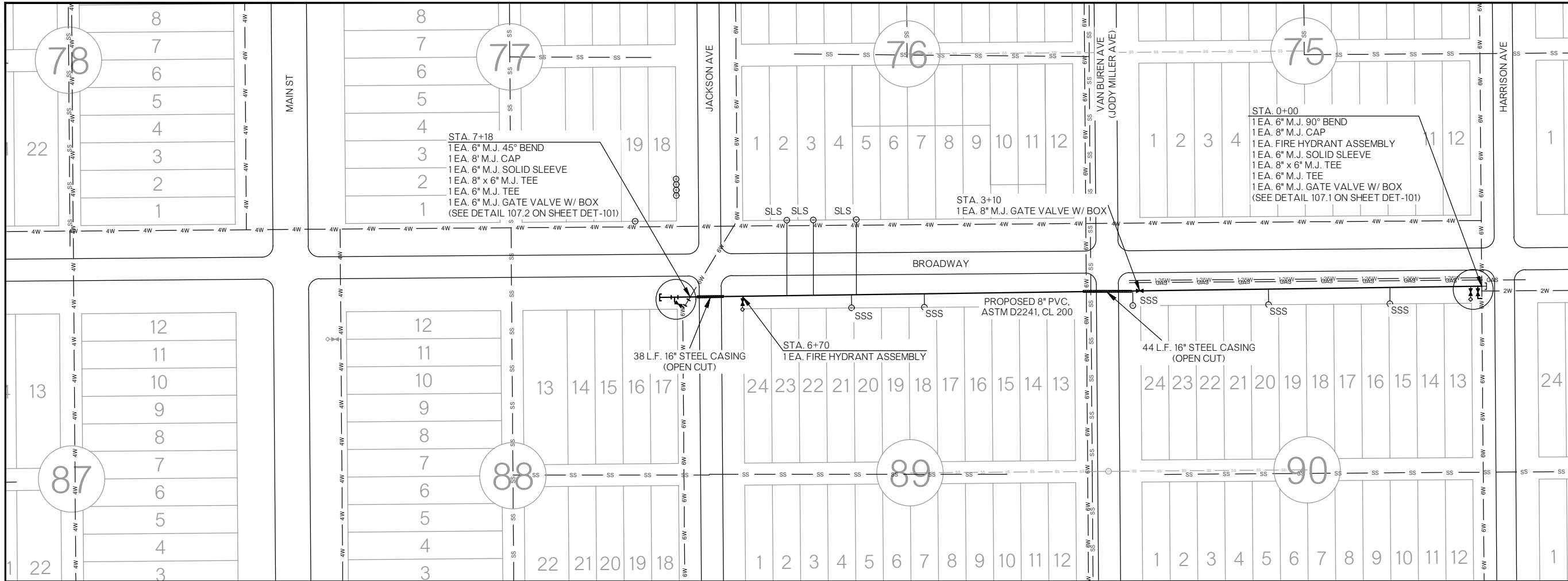
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DATE: 09/30/2019
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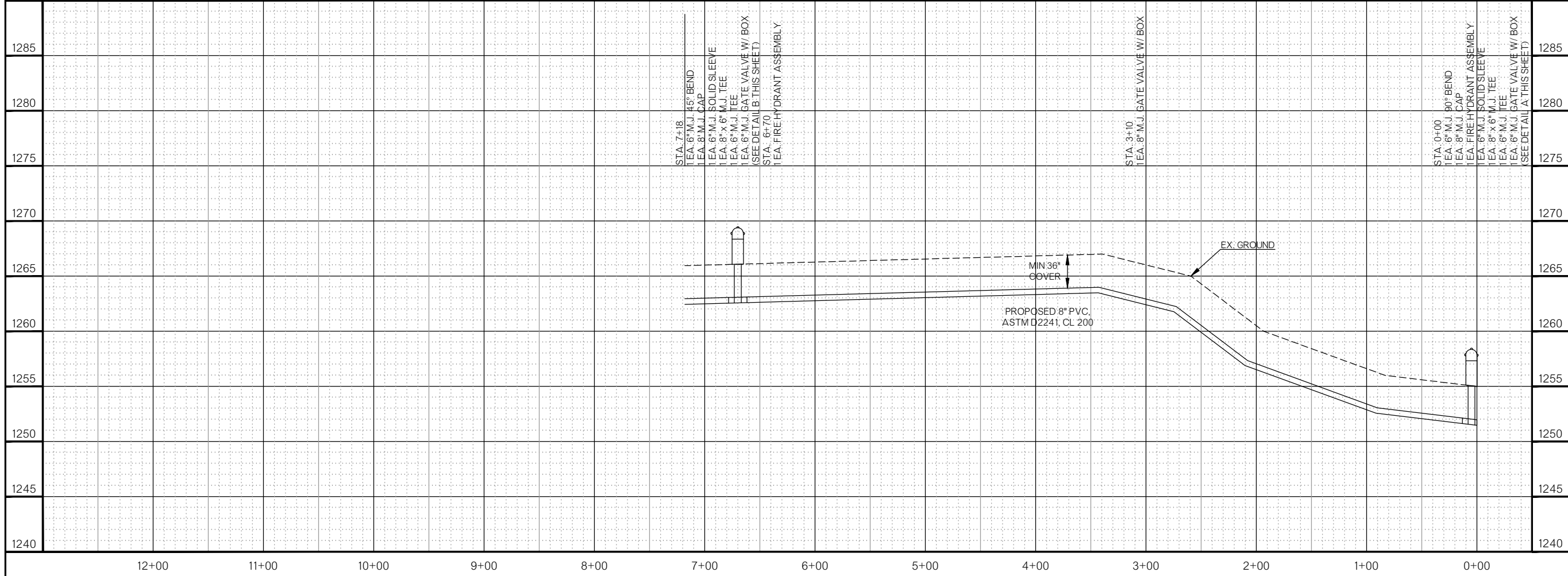



WA-106

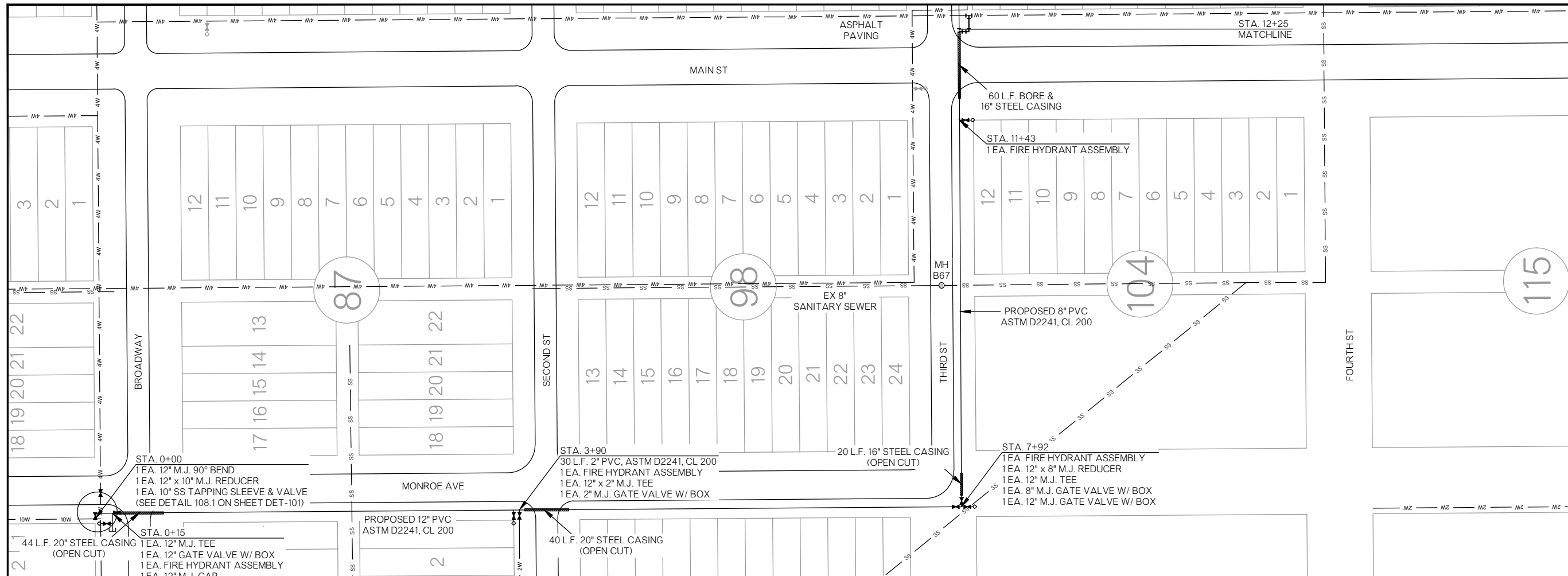


- QUANTITIES THIS SHEET**
- 718 L.F. 8" PVC, ASTM D2241, CL 200
 - 82 L.F. 16" STEEL CASING (OPEN CUT)
 - 1 EA. 6" M.J. 45° BEND
 - 1 EA. 6" M.J. 90° BEND
 - 2 EA. 8" M.J. CAP
 - 2 EA. FIRE HYDRANT ASSEMBLY
 - 2 EA. 6" M.J. SOLID SLEEVE
 - 2 EA. 6" M.J. TEE
 - 2 EA. 8" x 6" M.J. TEE
 - 2 EA. 6" M.J. GATE VALVE W/ BOX
 - 12 EA. 8" M.J. GATE VALVE W/ BOX
 - 3 EA. SINGLE LONG SERVICE
 - 5 EA. SINGLE SHORT SERVICE
 - 350 L.F. GRAVEL DRIVE REPAIR
 - 98 L.F. PAVING REPAIR

NO	REVISION	DATE



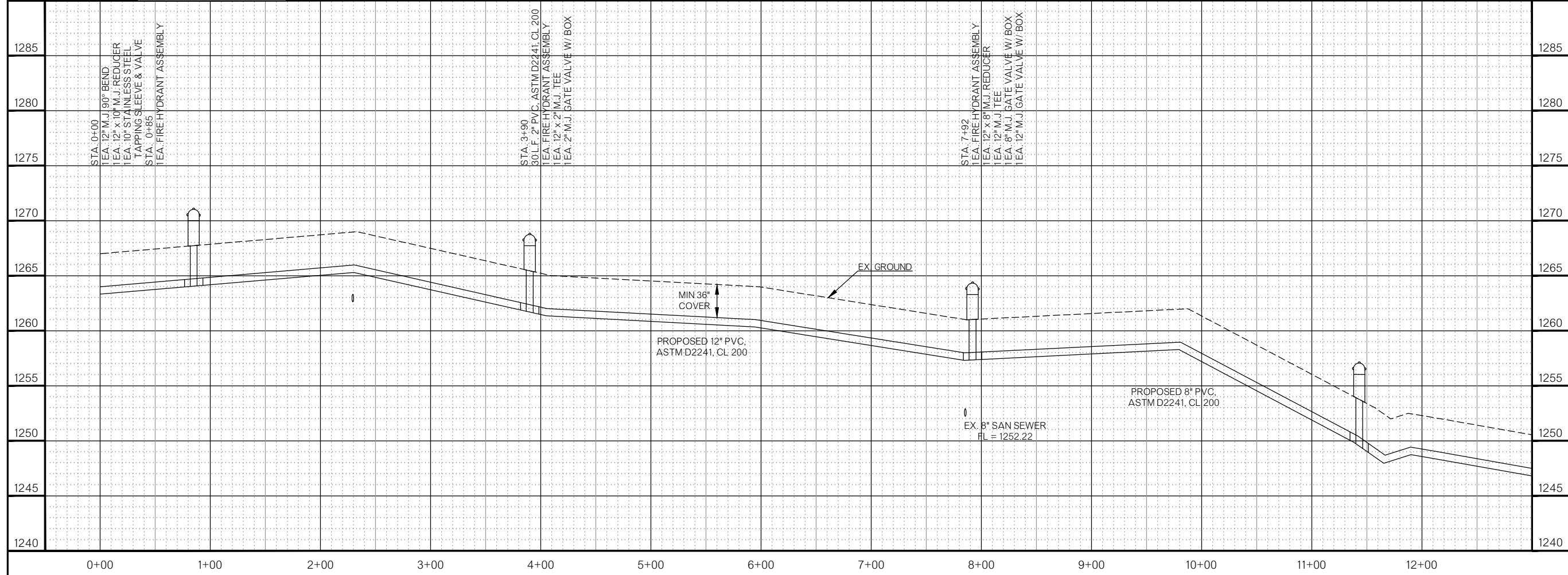
1285	GLENN SULLIVAN & ASSOCIATES, INC. PROFESSIONAL ENGINEERS/CONSULTANTS 103 N. Mercedes Drive P.O. Box 720368 - Norman, OK 73070 Phone (405) 321-7232 officemgr@gsanorman.com CA# 1691, Expiration Date: 06/30/2020
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1270	PLAN & PROFILE LINE 5
1265	DATE: 09/30/2019
1260	DESIGNED BY: KS
1255	CHECKED BY: GII
1250	APPROVED BY: KS
1245	DRAWN BY: SL
1240	 WA-107 BLANCHARD: OLD TOWN WATER PHASE 1



QUANTITIES THIS SHEET

- 30 L.F. 2" PVC, ASTM D2241, CL 200
- 433 L.F. 8" PVC, ASTM D2241, CL 200
- 792 L.F. 12" PVC, ASTM D2241, CL 200
- 60 L.F. BORE & 16" STEEL CASING
- 20 L.F. 16" STEEL CASING (OPEN CUT)
- 84 L.F. 20" STEEL CASING (OPEN CUT)
- 1 EA. 12" M.J. 90° BEND
- 1 EA. 12" M.J. CAP
- 4 EA. FIRE HYDRANT ASSEMBLY
- 1 EA. 12" x 8" M.J. REDUCER
- 1 EA. 12" x 10" M.J. REDUCER
- 1 EA. 10" STAINLESS STEEL TAPPING SLEEVE & VALVE
- 2 EA. 12" M.J. TEE
- 1 EA. 12" x 2" M.J. TEE
- 18 EA. 2" M.J. GATE VALVE W/ BOX
- 1 EA. 8" M.J. GATE VALVE W/ BOX
- 20.2 EA. 12" M.J. GATE VALVE W/ BOX
- 182 L.F. GRAVEL DRIVE REPAIR
- 22.194 L.F. PAVING REPAIR

NO	REVISION	DATE



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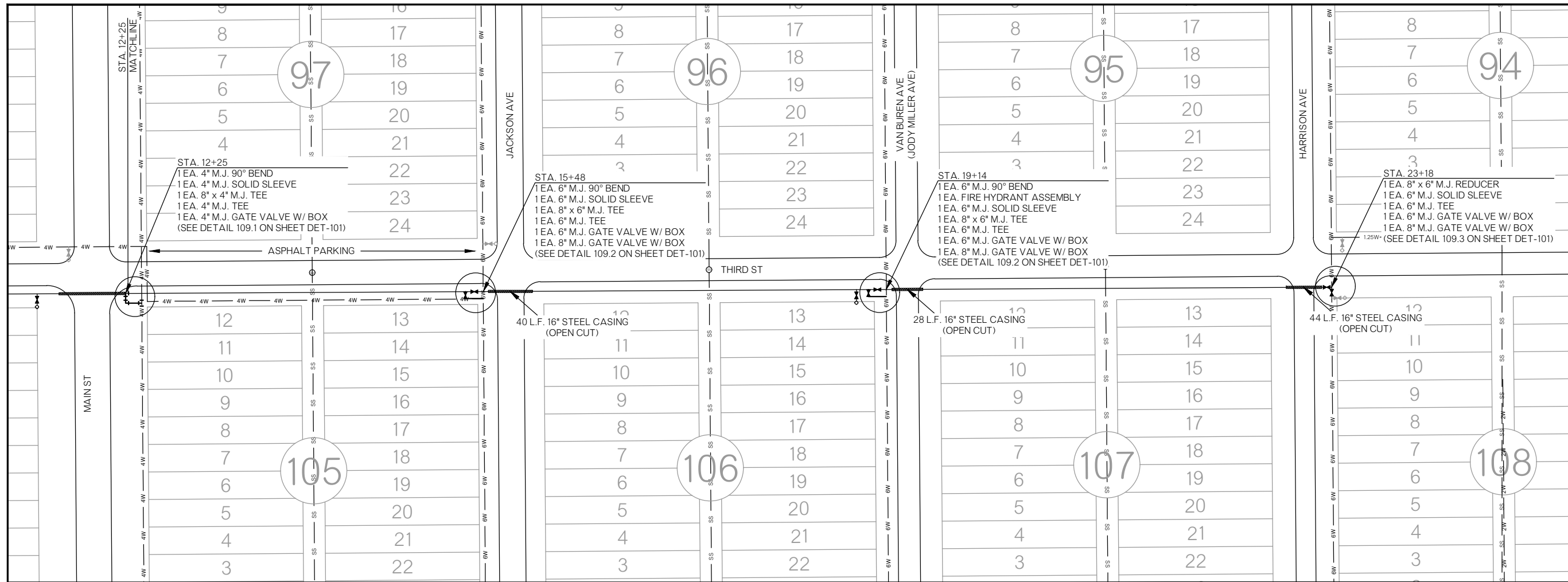
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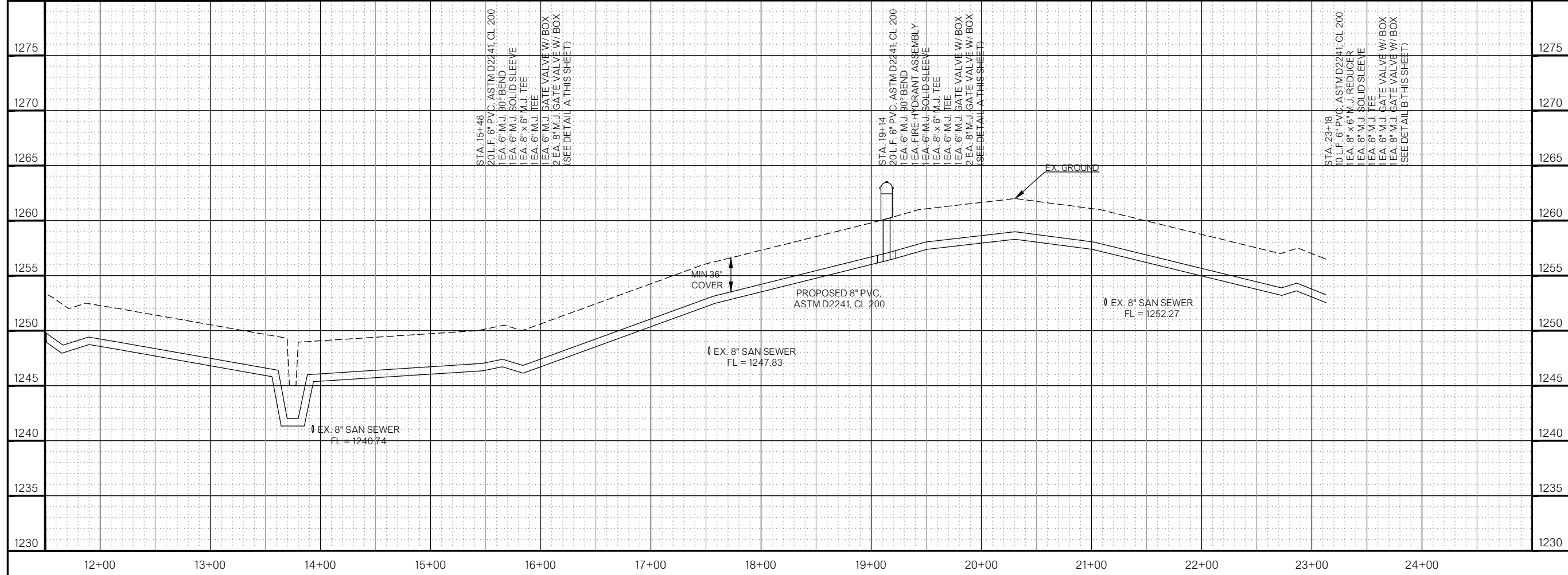
WA-108

BLANCHARD: OLD TOWN WATER PHASE 1



- QUANTITIES THIS SHEET**
- 1093 L.F. 8" PVC, ASTM D2241, CL 200
 - 112 L.F. 16" STEEL CASING (OPEN CUT)
 - 1 EA. 4" M.J. 90° BEND
 - 2 EA. 6" M.J. 90° BEND
 - 1 EA. FIRE HYDRANT ASSEMBLY
 - 1 EA. 8" x 6" M.J. REDUCER
 - 1 EA. 4" M.J. SOLID SLEEVE
 - 3 EA. 6" M.J. SOLID SLEEVE
 - 1 EA. 4" M.J. TEE
 - 3 EA. 6" M.J. TEE
 - 1 EA. 8" x 4" M.J. TEE
 - 2 EA. 8" x 6" M.J. TEE
 - 1 EA. 4" M.J. GATE VALVE W/ BOX
 - 3 EA. 6" M.J. GATE VALVE W/ BOX
 - 1 EA. 8" M.J. GATE VALVE W/ BOX
 - 129 L.F. GRAVEL DRIVE REPAIR
 - 138 L.F. PAVING REPAIR

NO	REVISION	DATE



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PLAN & PROFILE
 LINE 6

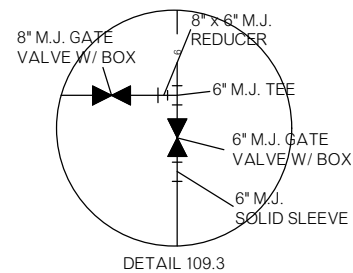
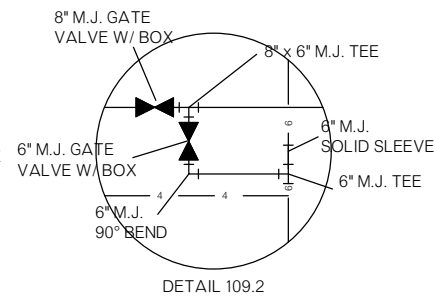
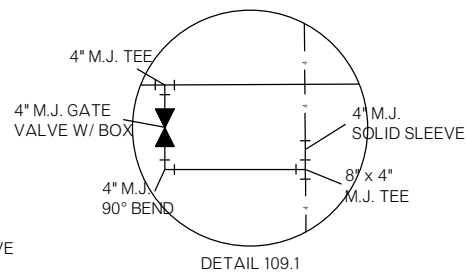
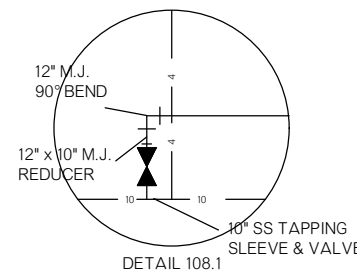
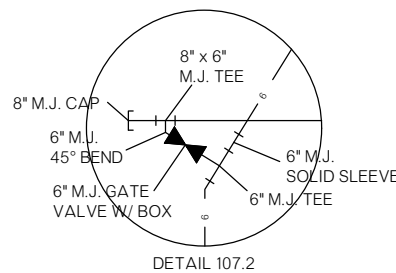
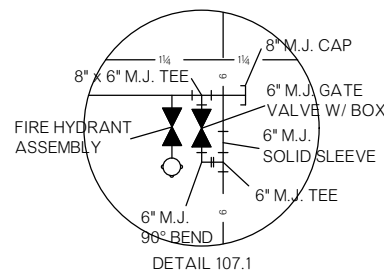
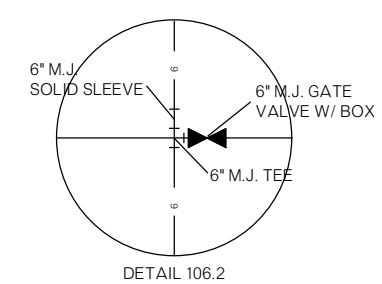
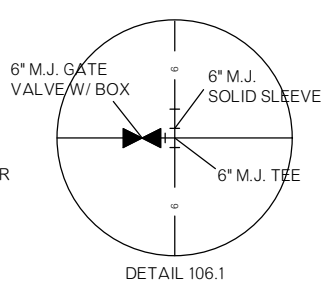
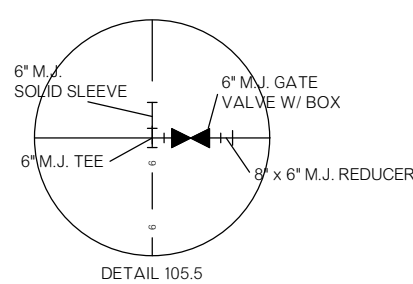
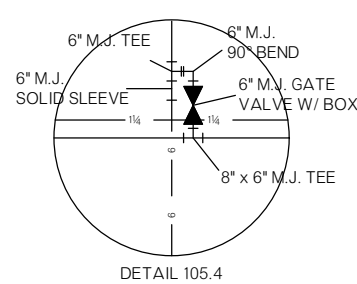
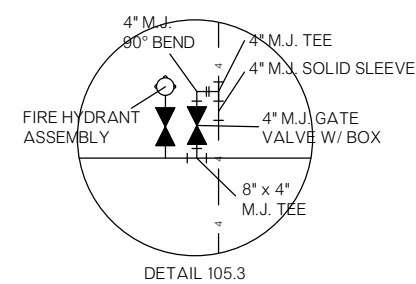
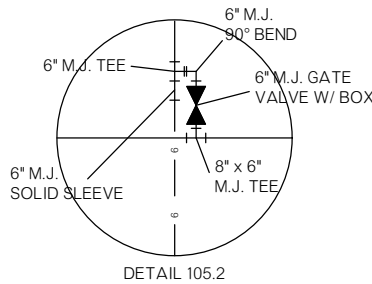
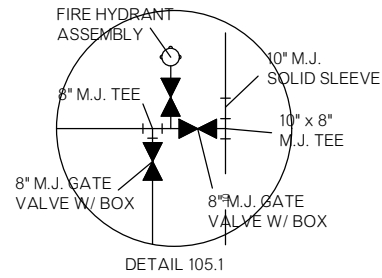
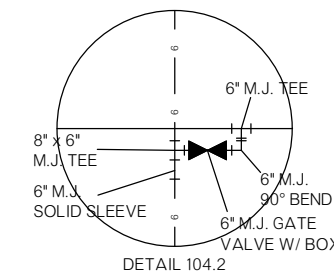
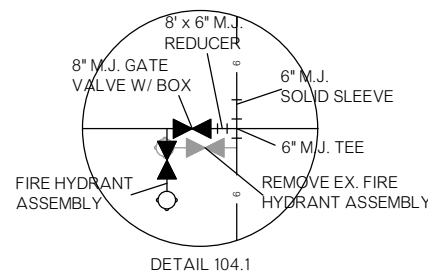
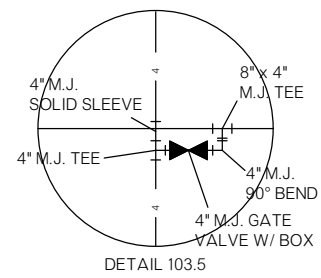
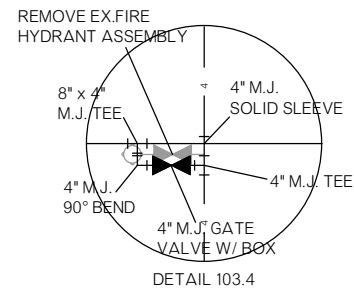
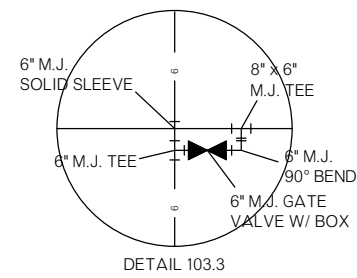
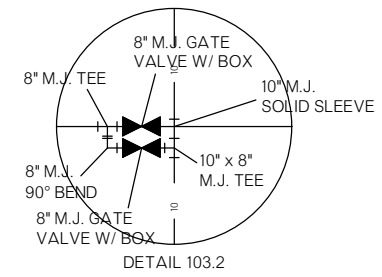
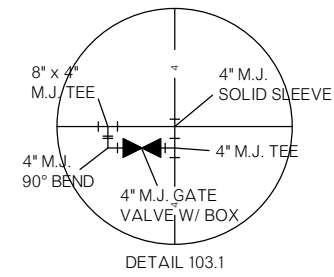
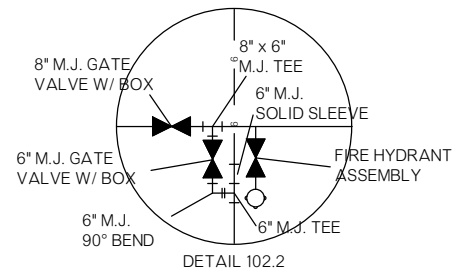
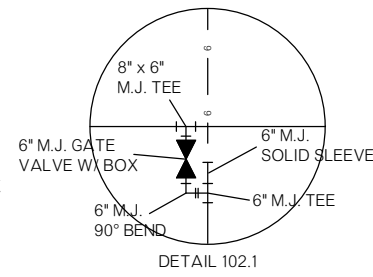
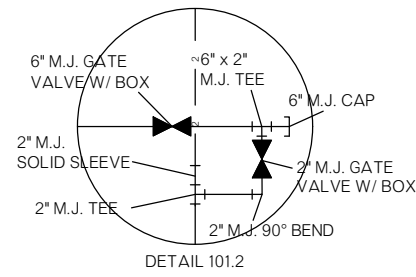
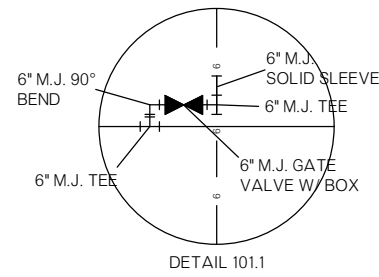
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 DRAWN BY: SL

0 50' 100' 150'

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WA-109

BLANCHARD: OLD TOWN WATER PHASE 1



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DETAILS

DATE:	09/30/2019
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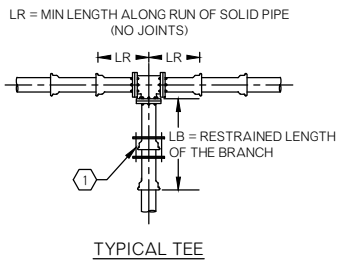
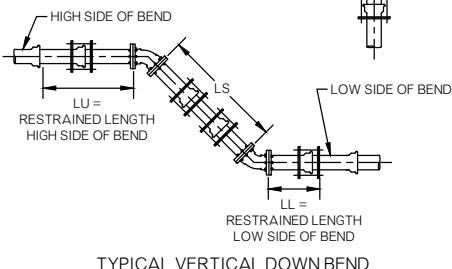
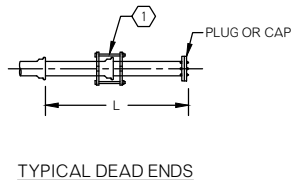
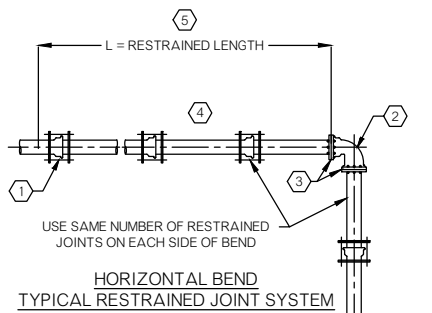
DET-101

GENERAL NOTES

- A. ALL JOINTS WITHIN THE REQUIRED LENGTHS SHOWN MUST BE RESTRAINED BY MECHANICAL RESTRAINT DEVICES AS DETAILED AND SPECIFIED.
- B. RESTRAINED PIPE LENGTHS ARE BASED ON THE FOLLOWING CONDITIONS:
 PIPE MATERIAL: PVC PIPE ASTM D2241, CL 200 (≤ 12") C-905, DR 21 (> 12")
 SOIL SURROUNDING PIPE: SC PER USC SYSTEM (CLAYEY SAND)
 COVER DEPTH: 3 FEET MINIMUM
 TRENCH TYPE: 3 (≤ 12") 5 (> 12") (REF: ANSI/AWWA C150/21.50)
 FACTOR OF SAFETY: 1.5
 HYDROSTATIC TEST PRESSURE: 150 psi
- C. WHERE POSSIBLE USE CAST IN PLACE CONCRETE THRUST BLOCKS AT ENDS OF PLUGS AND CAPS TO AVOID EXCESSIVELY LONG RESTRAINED JOINT LENGTHS.
- D. REFER TO DETAILS FOR DEFINITIONS OF L, LR, LB, LU, LL, AND LS.
- E. PIPE MUST HAVE MINIMUM OF 3 FEET OF COMPACTED BACKFILL OVER PIPE BEFORE APPLYING HYDROSTATIC TEST PRESSURE.

KEYED NOTES

- 1. RESTRAINT DEVICE: EBAA IRON SERIES 6500 BELL RESTRAINT HARNESS (OR APPROVED EQUAL) FOR PIPE SIZES 4" THRU 12". EBAA IRON SERIES 2800 BELL RESTRAINT HARNESS (OR APPROVED EQUAL) FOR PIPE SIZES 18" THRU 24". RESTRAINED JOINT COUPLINGS OR INTEGRAL BELL MAY BE USED IN-LIEU OF HARNESSES.
- 2. DUCTILE IRON M.J. BEND WITH EPOXY COATING.
- 3. DUCTILE IRON M.J. RETAINER GLAND: EBAA IRON SERIES 2000 PV FOR USE WITH ASTM D2241, CL. 200 PVC PIPE, OR AWWA C905 PVC PIPE.
- 4. ASTM D2241, CL. 200 (4" THRU 12"), OR AWWA C905, DR 21 (18" OR 24").
- 5. SEE TABLE FOR REQUIRED LENGTH OF RESTRAINED JOINT PIPE. ALL JOINTS WITHIN THIS LENGTH MUST BE RESTRAINED.

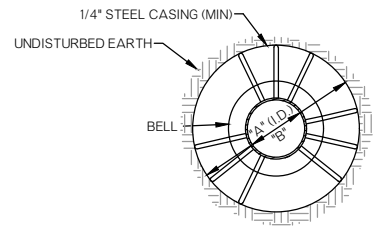
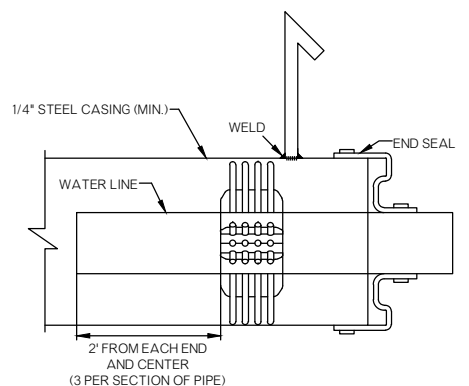


REQUIRED LENGTHS FOR RESTRAINED JOINT PIPE SYSTEMS (FEET)

PIPE D (IN)	11 1/4" BEND		22 1/2" BEND		45° BEND		90° BEND		TEE		DEAD END		45° VERTICAL BEND	
	L	LS	L	LS	L	LS	L	LS	LR	LB	L	LU	LL	LS
4"	2		3		7		15		10	10	34	18	6	FULL LENGTH
6"	3		5		9		21		10	10	47	26	8	FULL LENGTH
8"	3		6		8		28		10	18	62	34	10	FULL LENGTH
12"	4		8		17		39		10	44	89	47	14	FULL LENGTH
18"	4		8		16		39		10	51	127	68	14	FULL LENGTH
24"	5		10		21		50		10	88	165	87	18	FULL LENGTH

RESTRAINED JOINTS

NOT TO SCALE



CASING (WHERE POSSIBLE) SHALL EXTEND FROM R/W TO R/W

PIPE & STEEL CASING SCHEDULE

PIPE DIA. "A"	CASING DIA. "B"	CASING WALL THICKNESS
6"	14"	0.25"
8"	16"	0.25"
10"	18"	0.25"
12"	20"	0.375"
16"	24"	0.375"
18"	30"	0.500"
24"	36"	0.469"

1. CONSTRUCT WATER TIGHT PLUG AT EACH END OF CASING.

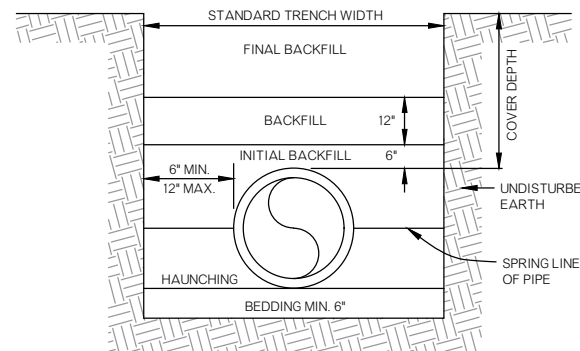
VENT PIPE (IF REQUIRED), SET NEAR R/W LINE OF HIGHWAY & RAILROAD CROSSINGS OR AS SHOWN ON PLANS, SHALL BE SIZED TO ALLOW PROPER RELEASE OF CARRIER PIPE CONTENTS IN CASE OF FAILURE. THE PIPE SIZE FOR VENTS IS 2" OR AS SHOWN ON THE PLANS, AND VENTS MUST EXTEND A MINIMUM OF 36 INCHES ABOVE NATURAL GROUND LEVEL AND PAINTED BLUE.

USE HIGH DENSITY POLYETHYLENE SPACERS (INSULATORS). INSTALL 3 SPACERS PER SECTION OF PIPE (ONE AT THE CENTER AND ONE 2' FROM EACH END) AND SHALL BE SIZED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS

BORE & ENCASEMENT DETAIL

NOT TO SCALE

PIPE INSIDE DIAMETER	STANDARD TRENCH WIDTH
8"	18"
9"	18"
10"	24"
12"	30"
15"	36"
18"	36"
21"	42"
24"	42"
27"	48"
30"	48"
36"	54"
42"	60"
48"	66"



BEDDING MATERIALS

BACKFILL DESCRIPTION	≤ 12" DIAMETER		> 12" DIAMETER	
	NON-PAVED AREAS	PAVED AREAS (SEE NOTE 7)	NON-PAVED AREAS	PAVED AREAS (SEE NOTE 7)
FINAL BACKFILL	EXCAVATED MATERIAL	SBM	EXCAVATED MATERIAL	SBM
BACKFILL	SF	SBM	SELECT FILL	SBM
INITIAL BACKFILL	COVER ≤ 10" SBM > 10" SBM	SBM	SBM	SBM
HAUNCHING	COVER ≤ 10" SF > 10" SBM	SBM	SBM	SBM
BEDDING	COVER ≤ 10" SF > 10" SBM (SEE NOTES 5)	SEE NOTE 5	SEE NOTE 5	SEE NOTE 5

SBM - STANDARD BEDDING MATERIAL
SF - SELECT FILL

NOTES:

- 1. INSTALLATION AND BACK FILLING SHALL MEET THE MANUFACTURERS RECOMMENDATIONS.
- 2. SELECT FILL (SF) CONSISTS OF EXCAVATED MATERIALS CONTAINING NO ROCKS LARGER THAN 2".
- 3. STANDARD BEDDING MATERIAL (SBM) SHALL CONFORM TO ODOT 703.01, TYPE A AGGREGATE BASE OR FLOWABLE FILL PER SECTION 501.02(B).
- 4. COMPACTION REQUIREMENTS:
 - a. NON-PAVED AREAS: 90% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS AND 85% FOR COHESIVE SOILS.
 - b. PAVED AREAS: 95% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS.
- 5. IF TRENCH IS DRY BEDDING SHALL BE EXCAVATED MATERIAL, SAND OR TYPE A AGGREGATE BASE, AND IF WET SHALL BE NO. 57 OR NO. 67 ROCK PER SECTION 701.06(C).
- 6. NO WATER JETTING ALLOWED.
- 7. THE BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF 2-FEET BEHIND THE BACK OF CURB, OR THE EDGE OF PAVEMENT WHERE NO CURB EXISTS.

WATER PIPE TRENCHING & BEDDING

NOT TO SCALE

DIMENSIONS FOR CONCRETE ANCHORAGES

PIPE DIA.	TRENCH WIDTH	45° BEND			22 1/2° BEND			11 1/4° BEND			TEE OR PLUG			
		A	B	C	A	B	C	A	B	C	X	Y	J	
36	54	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	4'-0"	3'-4"	6'-0"	
30	48	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-6"	3'-0"	5'-8"	
24	42	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-3"	3'-0"	4'-9"	
18	36	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	1"	2'-3"	2'-0"	3'-9"	
16	36	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	1"	1'-6"	2'-0"	3'-6"	
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	1"	1'-0"	2'-0"	3'-0"	
10	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	1"	1'-0"	1'-0"	2'-8"	
8	24	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	1"	10"	1'-6"	2'-4"	
6	18	2'-0"	1'-1"	1'-4"	1'-8"	1'-1"	1'-0"	1'-6"	1'-1"	1"	8"	1'-4"	2'-1"	

CONCRETE THRUST BLOCKING DETAILS

NOT TO SCALE

NO	REVISION	DATE

GLENN SULLIVAN & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS/CONSULTANTS
103 N. Mercedes Drive
P.O. Box 720368 - Norman, OK 73070
Phone (405) 321-7232
officemgr@gsanorman.com
CA# 1691, Expiration Date: 06/30/2020

CITY OF BLANCHARD /
BMIA

STANDARD DETAILS

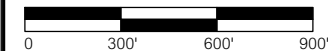
DATE: 09/30/2019

DESIGNED BY: KS

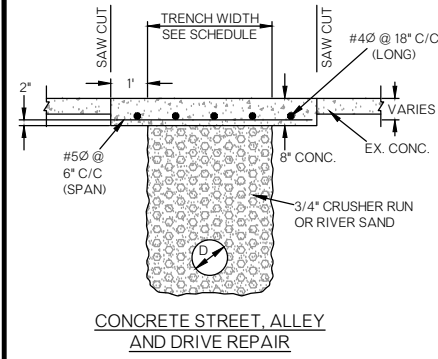
CHECKED BY: GII

APPROVED BY: KS

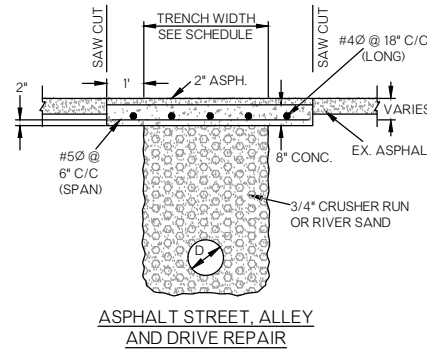
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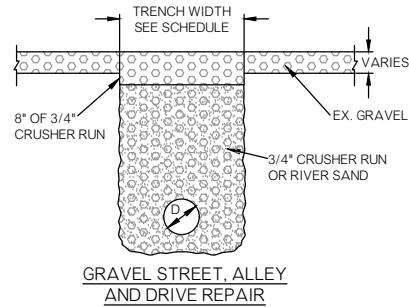
STD-101



CONCRETE STREET, ALLEY AND DRIVE REPAIR

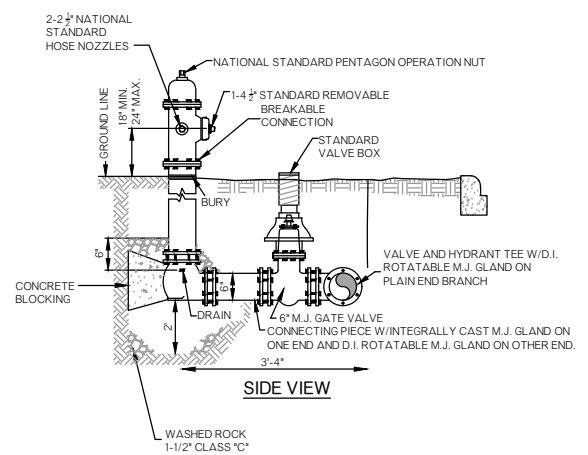


ASPHALT STREET, ALLEY AND DRIVE REPAIR

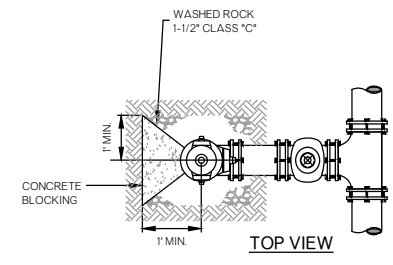


GRAVEL STREET, ALLEY AND DRIVE REPAIR

STREET, ALLEY, AND DRIVE REPAIR
NOT TO SCALE



SIDE VIEW

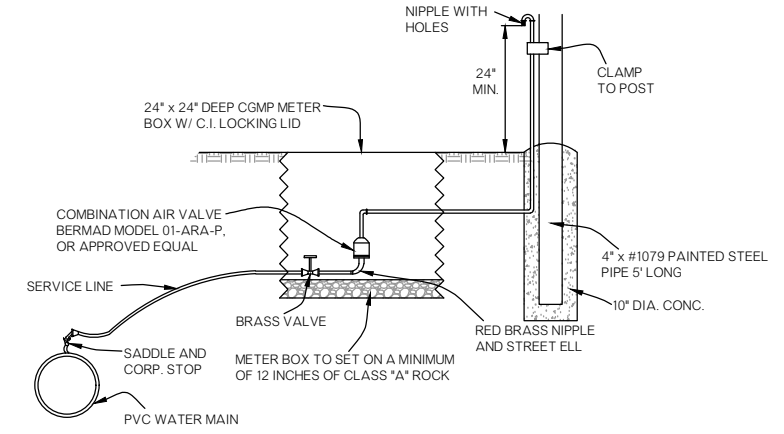


TOP VIEW

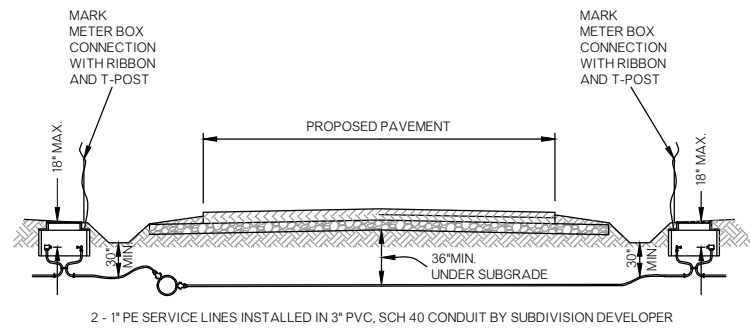
FIRE HYDRANT (FH) ASSEMBLY
NOT TO SCALE

1. 3-WAY FIRE HYDRANTS SHALL HAVE 2-2 1/2" HOSE NOZZLES AND 1-4 1/2" PUMPER NOZZLE.
2. 2-WAY FIRE HYDRANTS SHALL HAVE 2-2 1/2" HOSE NOZZLES.
3. HYDRANT DRAIN MUST BE LEFT CLEAN AFTER POURING CONCRETE BLOCKING.
4. STEAMER NOZZLE SHALL FACE STREET.

- PAYMENT FOR FIRE HYDRANT ASSEMBLY SHALL INCLUDE
1. 2-WAY OR 3-WAY FIRE HYDRANT, AS SPECIFIED.
 2. 6" ANCHOR COUPLING
 3. 6" M.J. GATE VALVE W/BOX
 4. 1/2" X 6" HYDRANT TEE OR 12" X 6" REDUCER IF FULL 12" TEE IS CALLED FOR.
 5. ANY EXTENSIONS REQUIRED



1" COMBINATION AIR VALVE
NOT TO SCALE

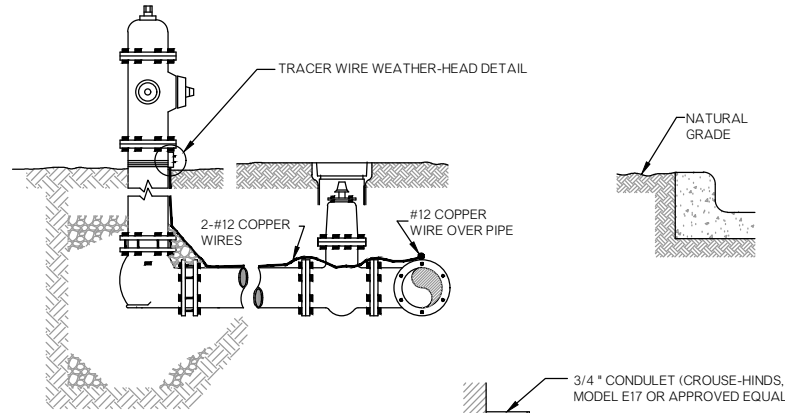


2 - 1" PE SERVICE LINES INSTALLED IN 3" PVC, SCH 40 CONDUIT BY SUBDIVISION DEVELOPER

1. UTILITY STREET CROSSINGS MUST BE BORED IF STREET SUBGRADE IS ALREADY IN PLACE.
2. GOPHER-PROOF WIRE MESH SHALL BE INSTALLED UNDER METER BOXES.
3. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE CITY OF BLANCHARD PRIOR TO INSTALLATION.
4. PROVIDE 12" STUB WITH TEMPORARY PLUG FOR CONNECTION BY CUSTOMER.

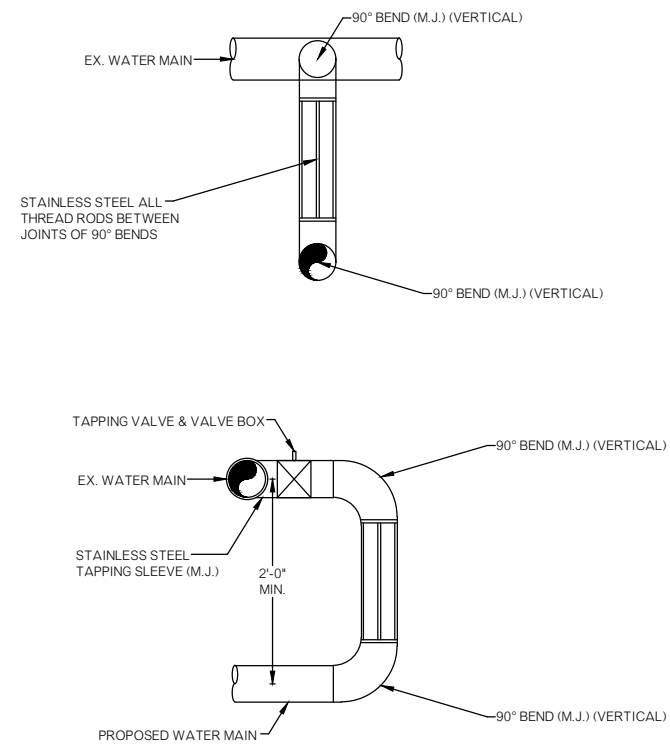
- MATERIALS**
- TAPPING SADDLE - BRASS TAPPING SADDLE WITH IP THREADS.
 - CORPORATION STOP - IPT X COMPRESSION COUPLING.
 - SERVICE LINE - 1" POLYETHYLENE.
 - METER SETTER - MCDONALD SERIES 22, OR APPROVED EQUAL.
 - METER BOX - DFW 12" x 17" x 18" DEEP (GRASS ONLY BLUE AMR LID)

SERVICE CONNECTION
NOT TO SCALE



1. WHEN DUCTILE IRON WATER PIPE IS USED, FURNISH 5F GALVANIC ANODE AND CONNECT TO COPPER WIRE AT 500' INTERVALS AND AT END OF LINE, WITH A MINIMUM OF ONE BETWEEN EACH FIRE HYDRANT.
2. WHEN WATER LINE IS ENCASED IN POLYETHYLENE WRAP, TRACER WIRE SHALL BE INSTALLED OUTSIDE OF THE WRAP.
3. TRACER WIRE SHALL BE PROPERLY SECURED TO THE TOP OF THE PIPE TO PREVENT MOVEMENT WHILE BACKFILLING.
4. COPPER WIRE SHALL BE #12 AWG SOLID COPPER WITH U.S.E. INSULATION FOR DIRECT BURIAL.
5. FIELD SPLICES SHALL HAVE WATER TIGHT CONNECTIONS AS APPROVED BY THE ENGINEER.

TRACER WIRE AND WEATHERHEAD
NOT TO SCALE



- NOTE:**
1. MEGA-LUG TYPE JOINT RESTRAINT SYSTEM ON ALL JOINTS.
 2. STAINLESS STEEL ALL THREAD RODS B/W 90° VERTICAL BENDS.

REVERSE TAP INSTALLATION
NOT TO SCALE

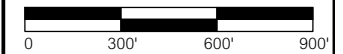
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CITY OF BLANCHARD /
BMIA

STANDARD
DETAILS

DATE: 09/30/2019
DESIGNED BY: KS
CHECKED BY: GII
APPROVED BY: KS
DRAWN BY: SL



STD-102

**BUSINESS
AGENDA
B-3**



Trustee Agenda

Business Item No. B-3

DATE: 25 January 2022

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: Robert L. Floyd, Trust (City) Manager

ITEM: WATER PROJECT ~ US-62 Water Line Extension

BACKGROUND

This Project was approved by the Board of Trustees to serve two (2) businesses that are locating on US-62 West to SW 7th Street.

The City Engineer has the plans and specs ready to be submitted to ODEQ for the approval and issuance of a Construction Permit for the construction of 3,472 L.F. of 12-inch PVC water main and all appurtenances.

FISCAL IMPACT

Costs paid for by ARPA Funds.

LEGAL REVIEW

N/A ___ Required Completed Date: _____

ACTION NEEDED

Discuss, consider and possible action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of a motion for the submittal of plans and specs for Water Line Project; and authorize Chairman (Mayor) to sign.

EXHIBITS:

DEQ Permit.
US-62 Water Line Extension Plans.



- Water Wells
- Waterlines
- Water Treatment
- Sanitary Sewer
- Wastewater Treatment
- Water Reuse

**Application for Permit to Construct Water Pollution Control
 or Public Water Supply Facilities and/or Supply Potable Water**

DEQ Form 583-B | July 2013

<p>A. Supply Potable Water: Date: _____, 20 ____</p> <p>ONLY complete if construction is for potable water supply other than applicant</p> <p>1. Applicant: _____</p> <p>2. PWS ID #: _____</p> <p>3. Phone #: _____</p> <p>4. Email: _____</p> <p>5. Purchaser: _____</p>	<p>B. Supply Reclaimed Water: Date: _____, 20 ____</p> <p>ONLY complete if construction is for reclaimed water other than supplier</p> <p>1. Supplier: _____</p> <p>2. S-#: R: _____</p> <p>3. Phone #: _____</p> <p>4. Email: _____</p> <p>5. User: _____</p> <p>6. Category: _____</p> <p>(Attach Forms 627-WRP and 627 LAP if applicable)</p>
---	---

C. Construction Facilities: Date: January 25, 20 22

1. Applicant: Blanchard Municipal Improvement Authority

2. S-# or PWSID #: OK2004710

3. Phone #: 405-485-9392 Email: _____

4. Engineer's: Email: kenneth.sullivan@icloud.com Phone #: 405-321-7232 Fax #: _____

5. Construction Proposal: US 62 Water Line Extension

6. Serves: Southwest Portion of Blanchard

7. Legal Description:

Quarter ____/4 ____/4 SE/4 Section 30 Township 8 Range 4 County McClain

Quarter ____/4 ____/4 SW/4 Section 30 Township 8 Range 4 County McClain

D. Fee: Enclosed is a check or money order (no cash) in the amount of \$ 1,220.00. (Make checks and money orders payable to the Oklahoma Department of Environmental Quality, Water Quality Division). If exempt from permit fees provide the Oklahoma Water Resources Board REAP Grant No. _____ and/or Emergency Grant No. _____.

E. In making this application, the applicant certifies and states the following:	Yes	No
1. The applicant has been supplied with copies of all rules and standards promulgated by the Oklahoma Department of Environmental Quality for the construction and operation of the facility in question.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. To the best of the knowledge and belief of the applicant the plans, specifications, and engineering report comply with the requirements of the aforementioned rules and standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The applicant agrees to provide inspection and be responsible for the construction and operation of the facility in accordance with the aforementioned rules and standards, and in accordance with state law agrees that the Oklahoma Department of Environmental Quality shall have access to the facility at any time during and after construction for the purpose of inspection for compliance with the provisions of the Environmental Code, 27A O.S. § 2-1-101 and following et seq.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The applicant intends to own and operate the facility after construction is completed. If "No," provide information on responsibility for operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The applicant is holder of or will obtain a deed or easement to the land upon which construction is planned. If "No," explain. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. The land upon which construction is planned is within the corporate limits of a municipality. If "Yes," application should be executed by authorized agent of the municipality. If "Yes" and applicant is other than a municipality, PRIVATE APPLICANT WITHIN MUNICIPALITY section must be completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The wastewater is treated by an on-site sewage disposal systems. If "No," the entity receiving, transporting, or treating the wastewater generated by the area is the applicant. If "No," the RECEIVE, TRANSPORT, OR TREAT section must be completed for sanitary sewer projects.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. All local zoning and other ordinances of public entities having jurisdiction concerning the construction of the proposed improvements have been satisfied. If "No" explain. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

F. Funding Source(s) - Check the following source(s) that will be used to fund this construction project:

- | | |
|---|---|
| <input type="checkbox"/> Oklahoma Department of Environmental Quality | <input type="checkbox"/> Oklahoma Department of Commerce |
| <input type="checkbox"/> Drinking Water State Revolving Fund (DWSRF) | <input type="checkbox"/> Community Development Block Grant (CDBG) |
| <input type="checkbox"/> Oklahoma Water Resources Board | <input type="checkbox"/> U.S. Department of Agriculture (USDA-RD) |
| <input type="checkbox"/> Clean Water State Revolving Fund (CWSRF) | <input type="checkbox"/> Council of Government (COG) |
| <input type="checkbox"/> Rural Economic Action Plan Grant (REAP) | <input checked="" type="checkbox"/> Local Funds |
| <input type="checkbox"/> Emergency Grant | <input type="checkbox"/> Other Funding Sources: _____ |
| <input type="checkbox"/> State Revenue Bond Program (FAP) | |

Applicant Signature or Private Applicant Within Municipality

- Note:**
1. Application must be signed by the chief elective or executive officer of the applicant, or by the applicant himself if a sole proprietorship. Information must be legible.
 2. To be completed if proposed construction lies within the boundaries of a municipality or other responsible public entity and is to be owned, operated, and maintained by a private entity.

BMIA _____, hereby indicates awareness and approval of the proposed construction within its jurisdiction boundaries of the facilities address by this application. The concept plans, and specifications have been reviewed and are approved in accordance with this entities rules, regulations, laws, and ordinances, where applicable.

Signature (1)
Blanchard Municipal Improvement Authority
Name of Organization (Print or Type)
Eddie Odle
Name of Authorized Signature (Print or Type)
122 N. Main St.
Street Address (Print or Type)
Chairman
Title
Blanchard, OK 73010
City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk

Private Entity Signature (1) or (2)

Name of Organization (Print or Type)

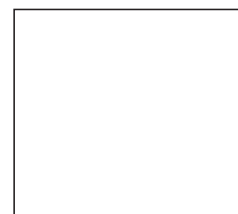
Name of Authorized Signature (Print or Type)

Street Address (Print or Type)

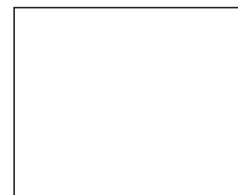
Title

City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk



NOTARY SEAL



NOTARY SEAL

Receive, Transport, or Treat

Note: To be completed if proposed construction involves receiving, transporting, or treating wastewater by an entity other than the applicant.

_____, facility ID No. S-_____, hereby agrees to receive transport, and treat the wastewater generated from the area serviced by the proposed construction of this application. It further states that this entity's facilities have sufficient capacity to provide this service and are permitted under the rules and regulations of the Department of Environmental Quality.

Signature

Title

Mailing Address

City/State/Zip Code

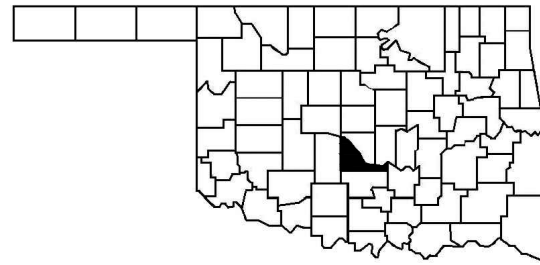
Notary Public/Corporate Secretary/City Clerk

Name of Authorized Signature

Name of Organization



NOTARY SEAL



LOCATION MAP - MCCLAIN COUNTY



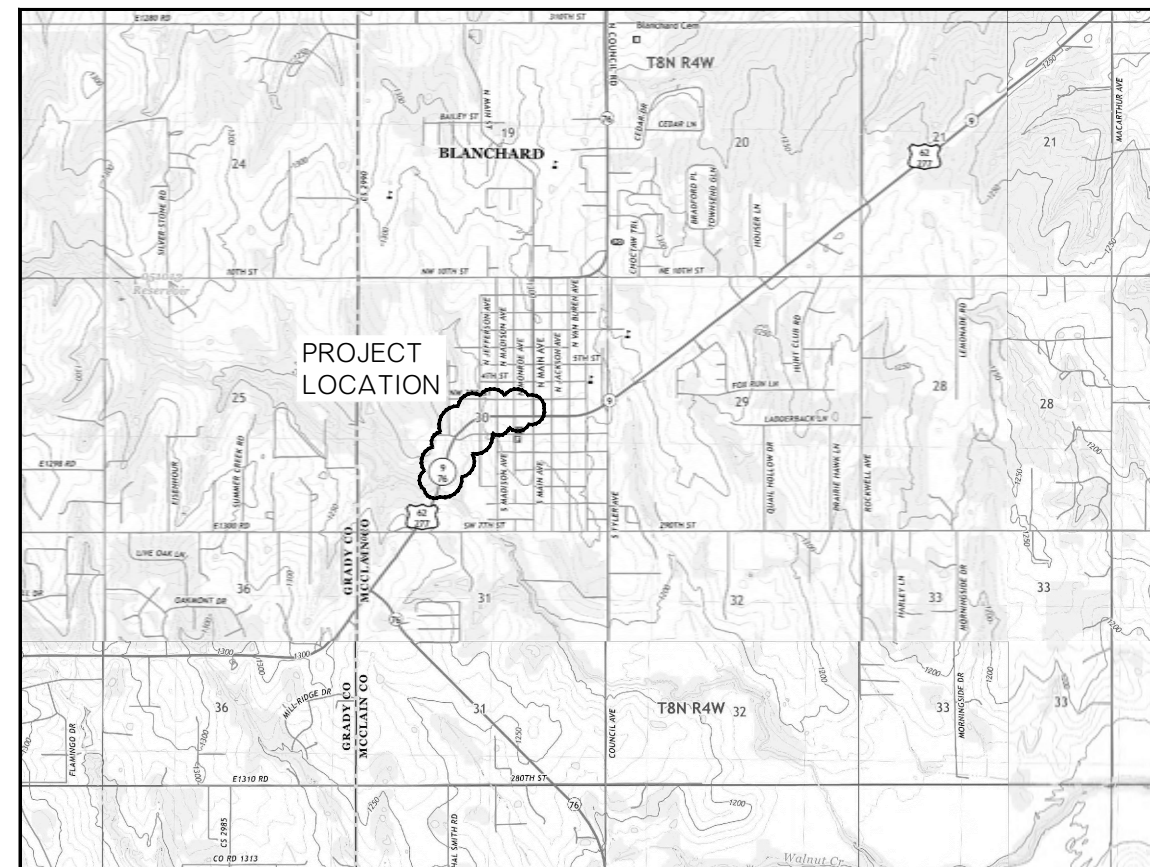
**CITY OF BLANCHARD,
OKLAHOMA**

EDDIE ODLE, MAYOR
 MICHAEL SCALF, VICE - MAYOR
 JOE DAVIS, COUNCILMAN
 ALBERT RYANS, COUNCILMAN
 CHUCK KEMPER, COUNCILMAN
 ROBERT FLOYD, CITY MANAGER

**BLANCHARD, OKLAHOMA
 WATER SYSTEM IMPROVEMENTS
 US 62 WATER LINE EXTENSION**

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
G-001	COVER
G-002	GENERAL LAYOUT
WA-101	PLAN & PROFILE
WA-102	PLAN & PROFILE
WA-103	PLAN & PROFILE
WA-104	PLAN & PROFILE
STD-101	STANDARD DETAILS
STD-102	STANDARD DETAILS



CONVENTIONAL SIGNS

- ROADS - EXISTING
- ROADS - NEW
- RAILROADS
- SECTION LINES
- x — x — FENCES
- TUG — TUG — TELEPHONE
- OHP — OHP — ELECTRIC - OVERHEAD
- UGP — UGP — ELECTRIC - UNDERGROUND
- GAS — GAS — GAS
- RW — RW — RIGHT - OF - WAY
- W — W — WATER
- SS — SS — SANITARY SEWER
- FO — FO — FIBER OPTIC
- ST — ST — STORM SEWER

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01/20/2022

KENNETH C. SULLIVAN
 P.E. NO. 17231

2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, ON JANUARY 4, 2010.

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ODEQ STANDARDS AND CITY OF BLANCHARD SUBDIVISION REGULATIONS, AS REVISED.
2. CONTRACTOR SHALL INSTALL #12 GAUGE COPPER TRACER WIRE AND WEATHERHEADS.
3. INSTALLATION SHALL BE IN ACCORDANCE WITH ANSI/AWWA C605-05 - UNDERGROUND INSTALLATION OF POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS FOR WATER.
4. ALL UNDERGROUND FITTINGS SHALL BE MECHANICAL JOINT WITH RESTRAINT AND CONCRETE THRUST BLOCKS. ALL ABOVE GROUND FITTINGS SHALL BE FLANGED.
5. CONTRACTOR SHALL PROVIDE 36" COVER EXCEPT AS NOTED.
6. PRESSURE AND LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 02517 OF THE SPECIFICATIONS.
7. DISINFECTION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 02518 OF THE SPECIFICATIONS.
8. VERTICAL SEPARATION DISTANCES AT CROSSINGS BETWEEN WATER LINES AND SEWER LINES SHALL BE AT LEAST 24 INCHES; UNLESS THE SEWER LINE IS CONSTRUCTED OF WATER LINE PIPE AND LEAKAGE TESTED USING THE AIR TEST WITH NO LEAKAGE DETECTED DURING THE TEST.
9. HORIZONTAL SEPARATION DISTANCES FOR WATER LINES SHALL BE AT LEAST 10 FEET FROM SEWER LINES, 5 FEET FROM ANY STORM SEWERS, RAW WATER LINES, PETROLEUM PRODUCT LINES, NATURAL GAS LINES AND OTHER UTILITY LINES, AND 15 FEET FROM ALL PARTS OF SEPTIC TANKS AND ABSORPTION FIELDS OR OTHER SEWAGE TREATMENT AND DISPOSAL SYSTEMS. PVC WATER LINES MUST BE AT LEAST 50 FEET FROM GASOLINE STORAGE TANKS.
10. ALL FIRE HYDRANTS & VALVE BOXES TO BE SET TO PROPOSED FINAL GRADE WITH STEAMER NOZZLE A MINIMUM OF 15" ABOVE GROUND LEVEL. STEAMER NOZZLE SHALL FACE STREET.
11. ALL EXISTING WATER MAINS BEING ABANDONED BY THIS PROJECT ARE TO BE PLUGGED WITH NON-SHRINKING, HIGH EARLY STRENGTH GROUT AND SHALL REMAIN THE PROPERTY OF THE OWNER. THE COST OF PLUGGING AND ABANDONING WATER MAINS SHALL BE INCIDENTAL IF A SPECIFIC BID ITEM HAS NOT BEEN INCLUDED IN THE BID SCHEDULE.
12. WHEN CROSSING STREETS, DRIVEWAYS SUBJECT TO HEAVY TRAFFIC, ALLEYS AND STRUCTURES, ETC., PIPE SHALL BE INSTALLED WITH GRAVEL BACKFILL. SEE STANDARD DETAIL. ALL OTHER PIPE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS OR ENGINEER'S SPECIFICATIONS. STREET CROSSINGS SHALL HAVE STEEL CASING WITH I.D. 4" LARGER THAN THE LARGEST O.D. OF THE CARRIER PIPE. STEEL CASING SHALL EXTEND 24" PAST EDGE OF PAVING OR BACK OF CURB.
13. ALL STAKING FOR ALIGNMENT AND GRADE WILL BE DONE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER OR A REGISTERED LAND SURVEYOR.
14. ALL VALVES FITTINGS AND CONNECTIONS SHALL BE INSTALLED OUTSIDE PROPOSED PAVING WHERE POSSIBLE.
15. ALL REMOVED SALVAGEABLE ITEMS SHALL REMAIN THE PROPERTY OF THE CITY.
16. WHERE NO ITEM IS LISTED FOR WORK OR MATERIALS WHICH IS INTENDED BY OR REQUIRED BY THE PLANS AND/OR THE SPECIFICATIONS, THAT WORK AND/OR MATERIAL WILL BE CONSIDERED INCIDENTAL, WITH COST TO BE INCLUDED UNDER OTHER ITEMS OF WORK OR PAY.
17. IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE- CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.
18. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT, BOTH PUBLIC AND PRIVATE. ANY DAMAGE TO A UTILITY LINE OR STRUCTURE, BECAUSE OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD AS OR BETTER THAN THAT PRIOR TO THE DAMAGE.
19. THE CONTRACTOR MUST NOTIFY ALL AFFECTED CITY UTILITY CUSTOMERS AT LEAST TWO (2) WORKING DAYS PRIOR TO ANTICIPATED SERVICE INTERRUPTION. ALL WORK MUST BE CARRIED OUT CAREFULLY TO MINIMIZE CUSTOMER SERVICE INTERRUPTION DURING CONSTRUCTION. STREETS TEMPORARILY CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION SHALL REMAIN OPEN TO LOCAL TRAFFIC TO THE MAXIMUM EXTENT PRACTICAL DURING THE WORK. DETOUR ROUTES SHALL BE FURNISHED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
20. WHERE WORK IS CARRIED ON, IN OR ADJACENT TO ANY STREET, ALLEY OR PUBLIC PLACE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH AND ERECT SUCH BARRICADES, FENCES, LIGHTS AND/OR OTHER PROTECTIVE BARRIERS, AND TAKE SUCH OTHER PRECAUTIONARY MEASURES FOR THE PROTECTION OF PERSONS OR PROPERTY AND OF THE WORK AS ARE NECESSARY. A SUFFICIENT NUMBER OF BARRICADES SHALL BE ERECTED TO KEEP VEHICLES FROM BEING DRIVEN INTO ANY WORK UNDER CONSTRUCTION. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL RESULT IN THE ENGINEER SHUTTING DOWN THE WORK UNTIL THE CONTRACTOR HAS PROVIDED THE NECESSARY PROTECTION. ALL SUCH BARRICADES AND SIGNS AND THE USE THEREOF SHALL BE IN STRICT COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART IV - TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS.
21. ALL FENCES REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPLACED IN KIND WITH FENCING EQUAL TO OR BETTER THAN THE ORIGINAL FENCE.

PAY QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY
1.	12" PVC, ASTM D2241, CL 200	L.F.	3,472
2.	12" HDPE, DR11 (DIRECTIONAL DRILL)	L.F.	200
3.	BORE & 20" STEEL CASING	L.F.	320
4.	20" STEEL CASING (OPEN CUT)	L.F.	100
5.	12" M.J. 11.25° BEND	EA.	3
6.	12" M.J. 22.50° BEND	EA.	7
7.	12" M.J. 45° BEND	EA.	1
8.	12 M.J. 90° BEND	EA.	1
9.	FUSED M.J. ADAPTOR	EA.	4
10.	TYPE B CONCRETE THRUST ANCHOR	EA.	4
11.	12" M.J. CAP	EA.	5
12.	FIRE HYDRANT ASSEMBLY	EA.	1
13.	12" x 6" M.J. REDUCER	EA.	1
14.	12" x 10" M.J. REDUCER	EA.	1
15.	10" S.S. TAPPING SLEEVE & VALVE	EA.	1
16.	12" M.J. TEE	EA.	5
17.	12" M.J. GATE VALVE W/ BOX	EA.	8
18.	1" COMBINATION AIR VALVE & VAULT	EA.	1
19.	BLUE FIBERGLASS MARKER	EA.	10
20.	VALVE MARKER	EA.	5
21.	PRESSURE TESTING	LSUM	1
22.	DISINFECTION & TESTING	LSUM	1
23.	EROSION & SEDIMENT CONTROL	LSUM	1
24.	CONSTRUCTION TRAFFIC CONTROL	LSUM	1

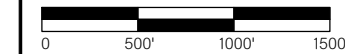
NO	REVISION	DATE

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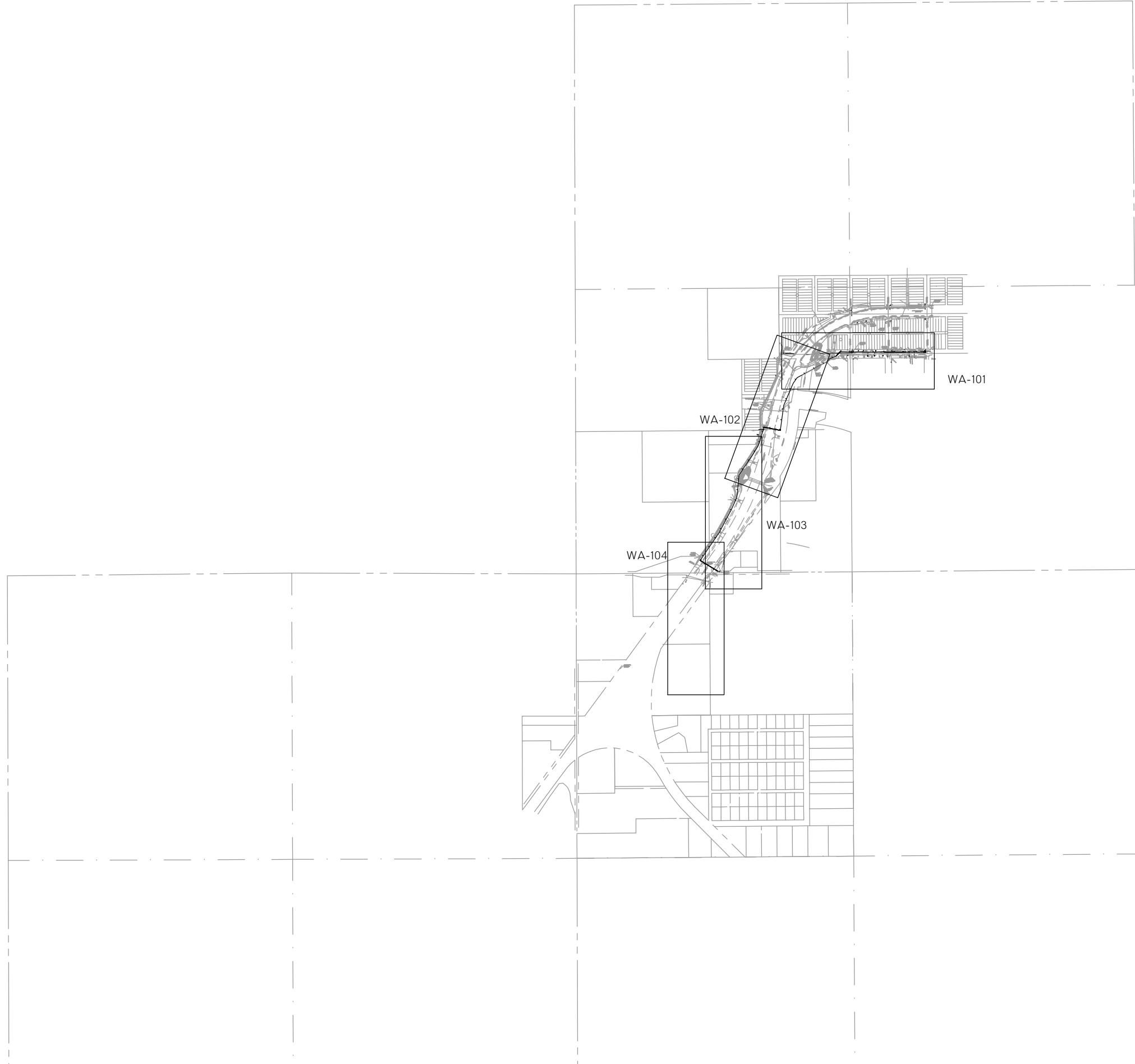
**CITY OF
BLANCHARD/BMIA**

**SUMMARY OF PAY
QUANTITIES &
GENERAL NOTES**

DATE: 11/09/2021
 DESIGNED BY: KS
 CHECKED BY: GII
 APPROVED BY: KS
 DRAWN BY: SL



G-002



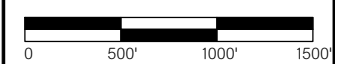
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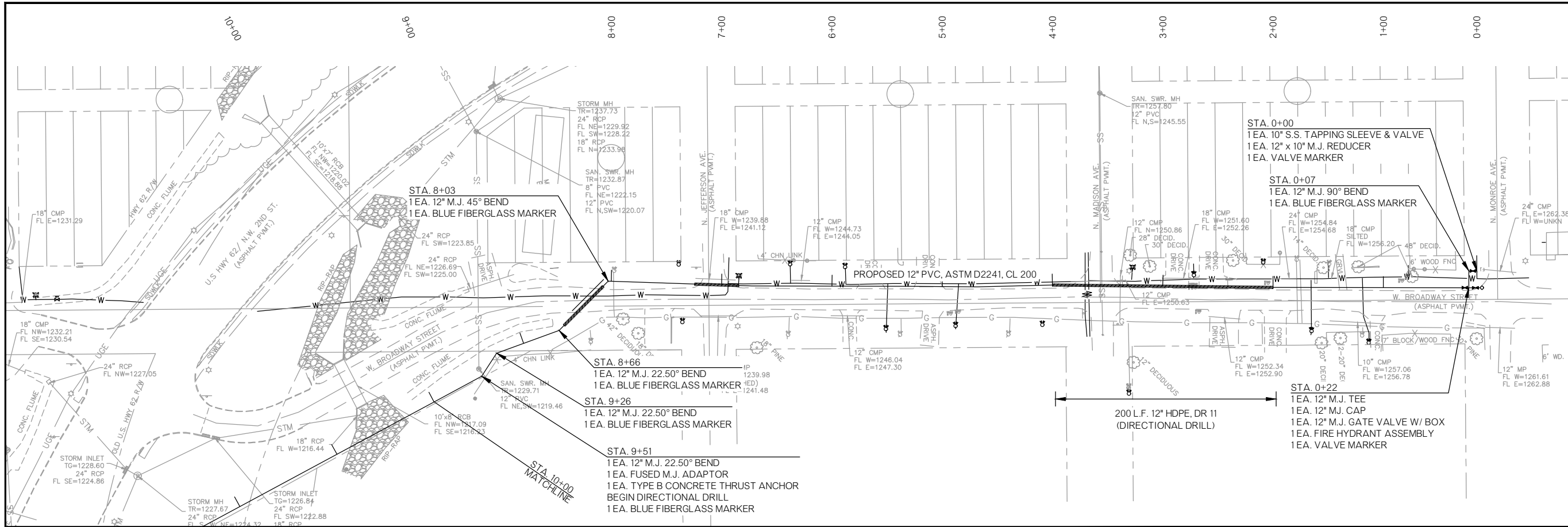
CITY OF
 BLANCHARD/BMIA

GENERAL
 LOCATION

DATE: 11/09/2021
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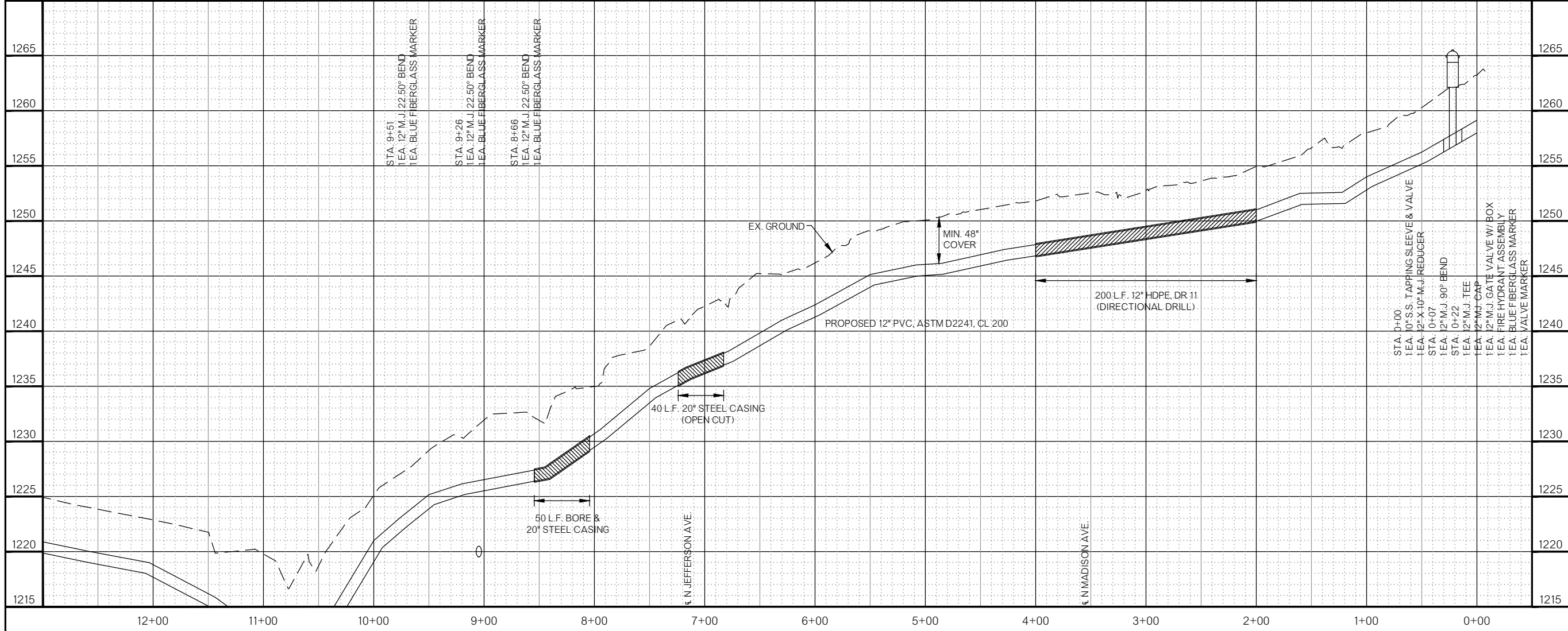
G-003



QUANTITIES THIS SHEET

- 800 L.F. 12" PVC, ASTM D2241, CL 200
- 200 L.F. 12" HDPE, DR11 (DIRECTIONAL DRILL)
- 50 L.F. BORE & 20" STEEL CASING
- 40 L.F. 20" STEEL CASING (OPEN CUT)
- 3 EA. 12" M.J. 22.50° BEND
- 1 EA. 12" M.J. 45° BEND
- 1 EA. 12" M.J. 90° BEND
- 1 FUSED M.J. ADAPTOR
- 1 EA. TYPE B CONCRETE THRUST ANCHOR
- 1 EA. 12" M.J. CAP
- 1 EA. FIRE HYDRANT ASSEMBLY
- 1 EA. 12" x 10" M.J. REDUCER
- 1 EA. 12" M.J. TEE
- 1 EA. 10" S.S. TAPPING SLEEVE AND VALVE
- 4 EA. BLUE FIBERGLASS MARKER
- 2 EA. VALVE MARKER

NO	REVISION	DATE



1265

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CITY OF BLANCHARD/BMIA

PLAN & PROFILE

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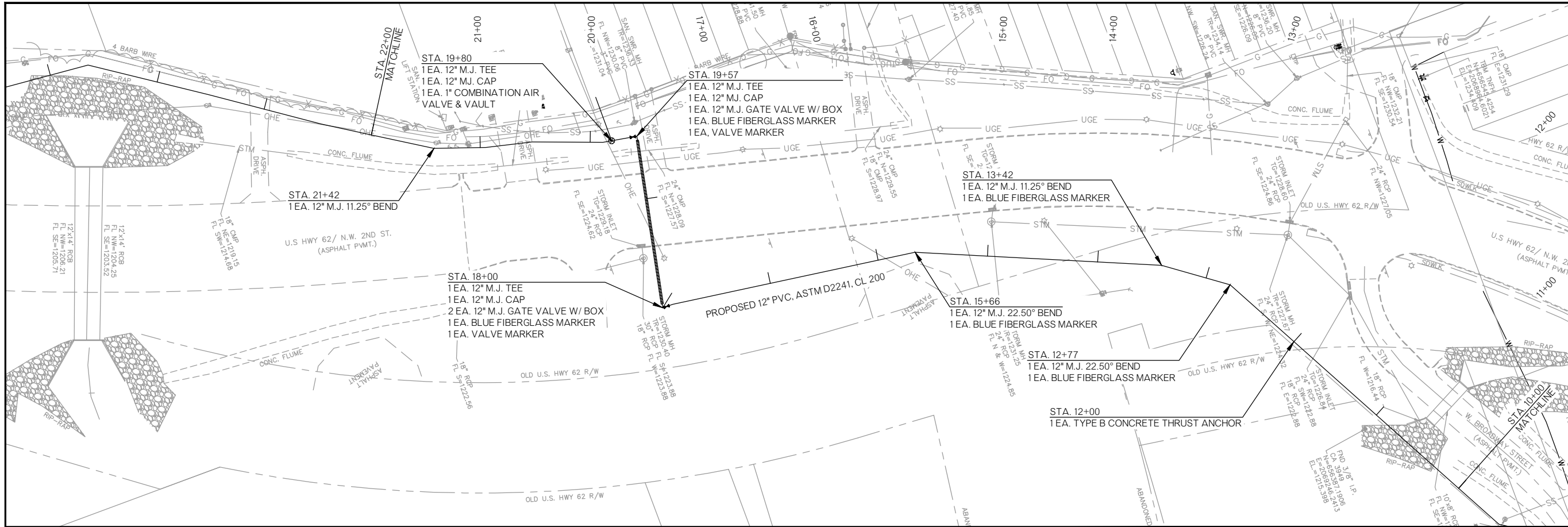
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WA-101

BLANCHARD: US 62 WATER LINE EXTENSION

1/20/2022 11:03:08 AM

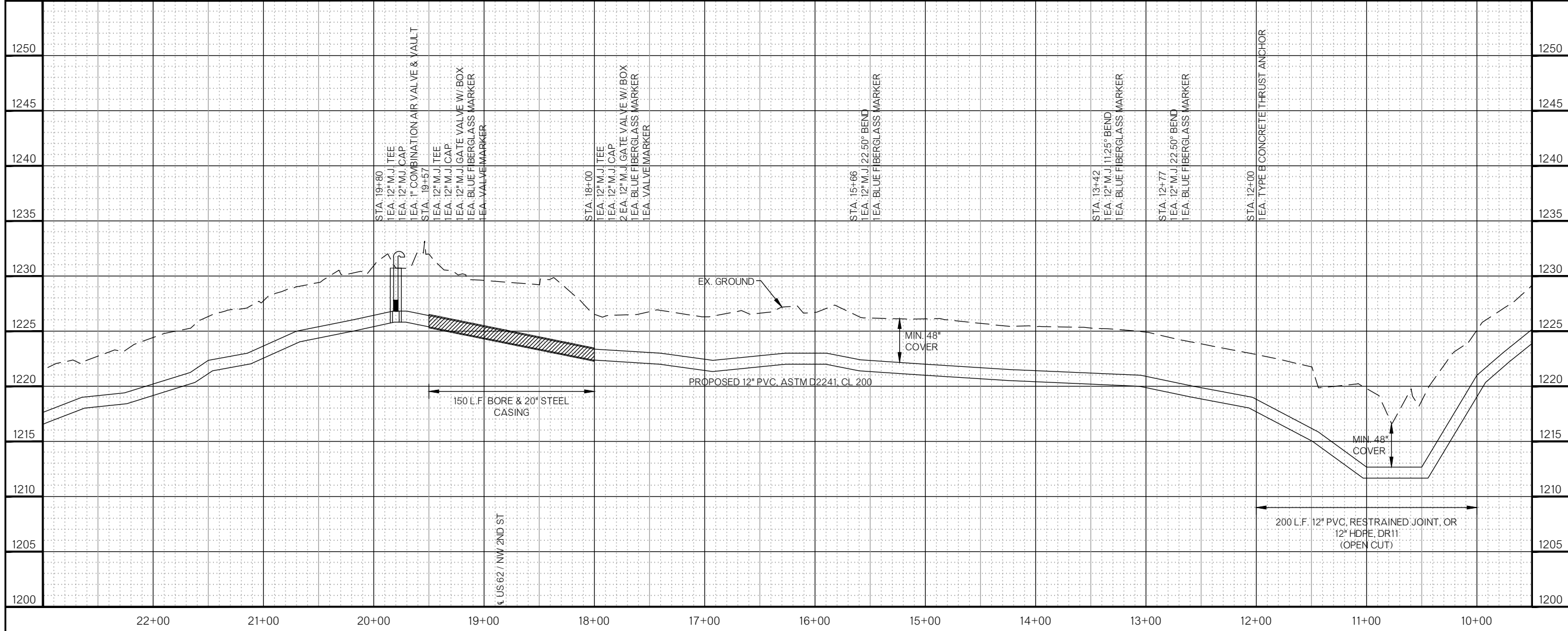
C:\Users\slair\GSA Dropbox\OFFICE MANAGER\GSA\BLANCHARD\Water System\US 62 EXTENSION\US 62 WATER LINE EXT - 20220120.dwg



QUANTITIES THIS SHEET

- 1000 L.F. 12" PVC, ASTM D2241, CL 200
- 200 L.F. 12" PVC, RESTRAINED JOINT, OR 12" HDPE, DR11 (OPEN CUT)
- 150 L.F. BORE & 20" STEEL CASING
- 2 EA. 12" M.J. 11.25° BEND
- 2 EA. 12" M.J. 22.50° BEND
- 1 EA. FUSED M.J. ADAPTOR
- 1 EA. TYPE B CONCRETE THRUST ANCHOR
- 3 EA. 12" M.J. CAP
- 3 EA. 12" M.J. TEE
- 1 EA. COMBINATION AIR VALVE & VAULT
- 4 EA. 12" M.J. GATE VALVE W/ BOX
- 2 EA. BLUE FIBERGLASS MARKER
- 1 EA. VALVE MARKER

NO	REVISION	DATE



NO	REVISION	DATE

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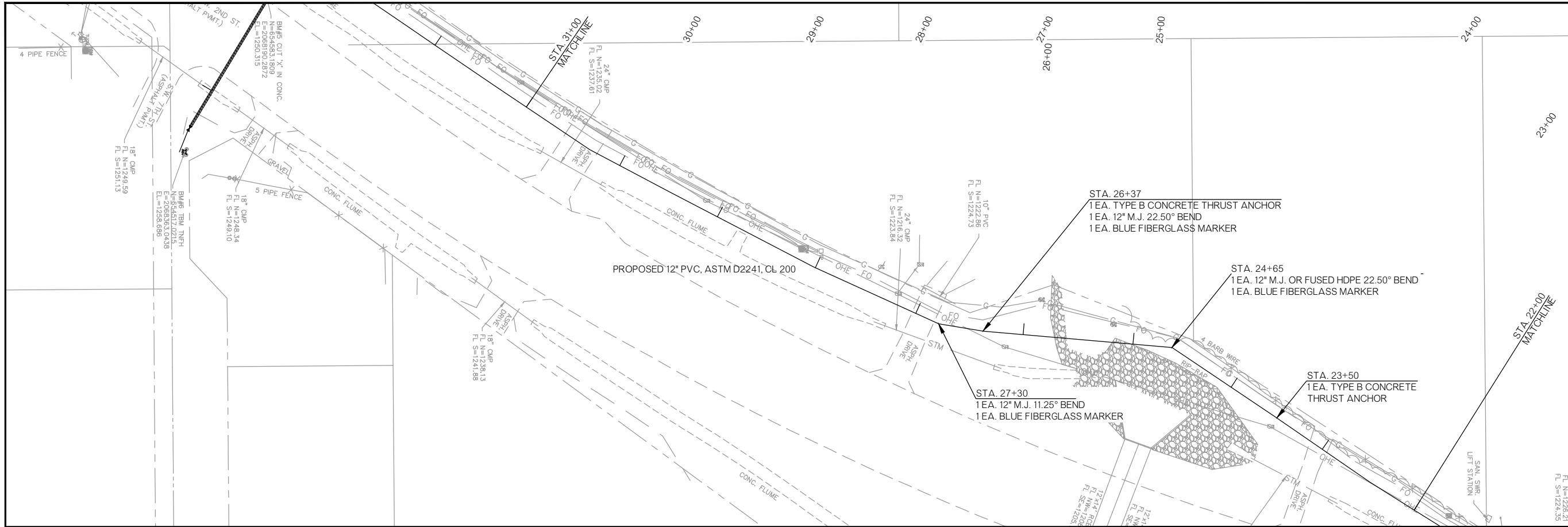
CITY OF BLANCHARD/BMIA

PLAN & PROFILE

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WA-102

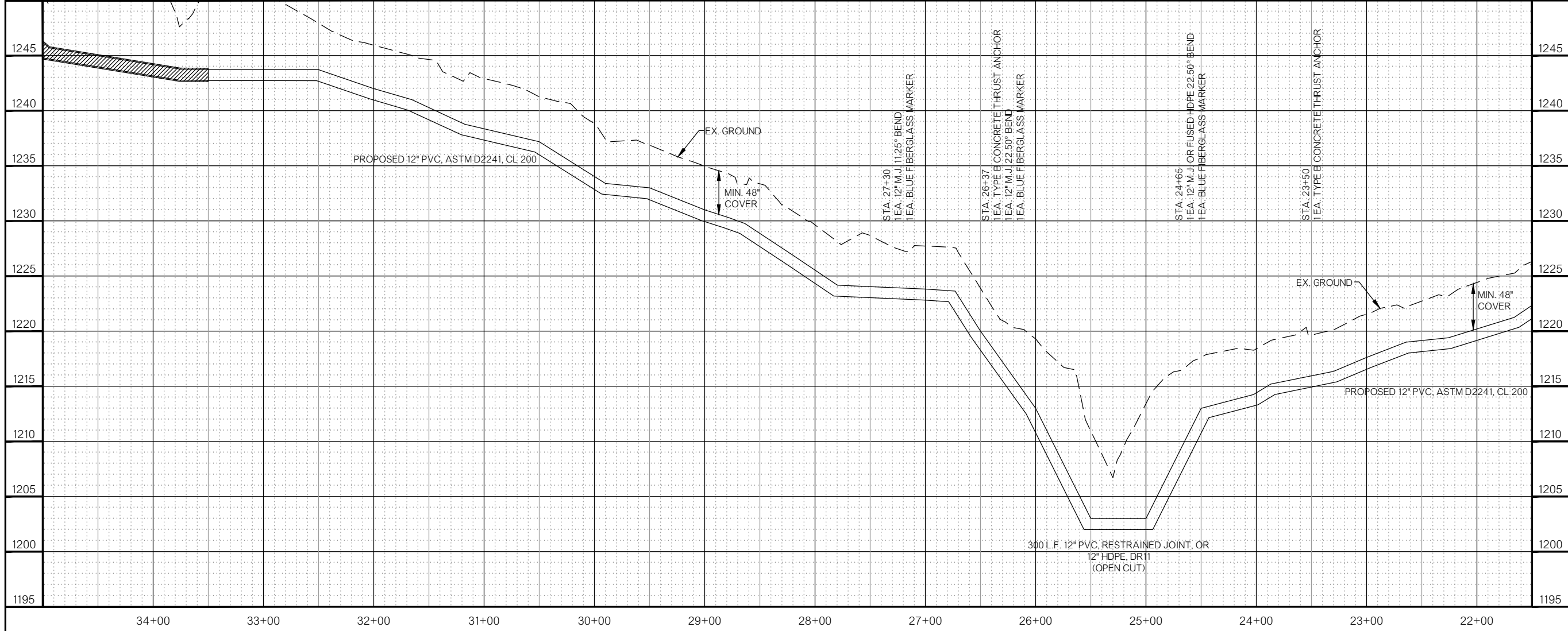
BLANCHARD: US 62 WATER LINE EXTENSION



QUANTITIES THIS SHEET

- 600 L.F. 12" PVC, ASTM D2241, CL 200
- 300 L.F. 12" PVC, RESTRAINED JOINT, OR 12" HDPE, DR11 (OPEN CUT)
- 1 EA. 12" M.J. 11.25° BEND
- 2 EA. 12" M.J. 22.50° BEND
- 2 EA. FUSED M.J. ADAPTOR
- 2 EA. TYPE B CONCRETE THRUST ANCHOR
- 2 EA. BLUE FIBERGLASS MARKER

NO	REVISION	DATE



1245
1240
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1230
1225
1220
1215
1210
1205
1200
1195

1245
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**CITY OF
BLANCHARD/BMIA**

**PLAN &
PROFILE**

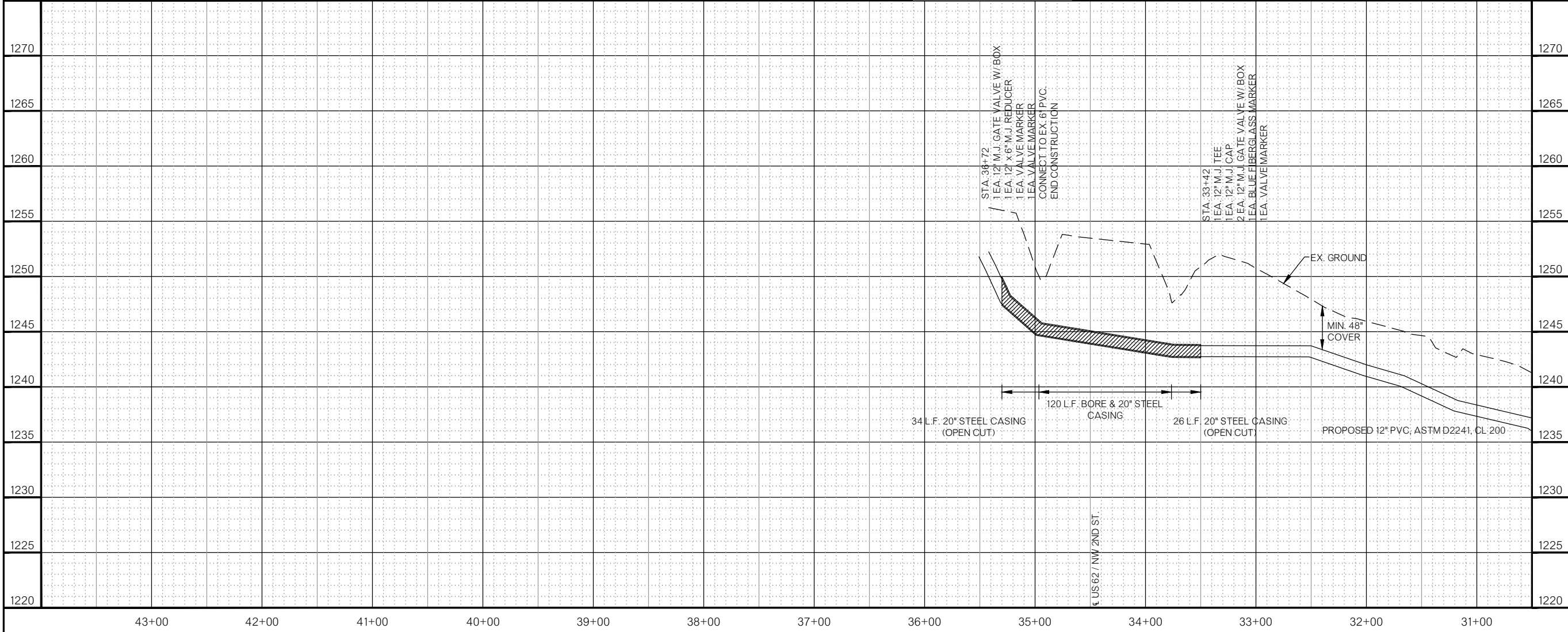
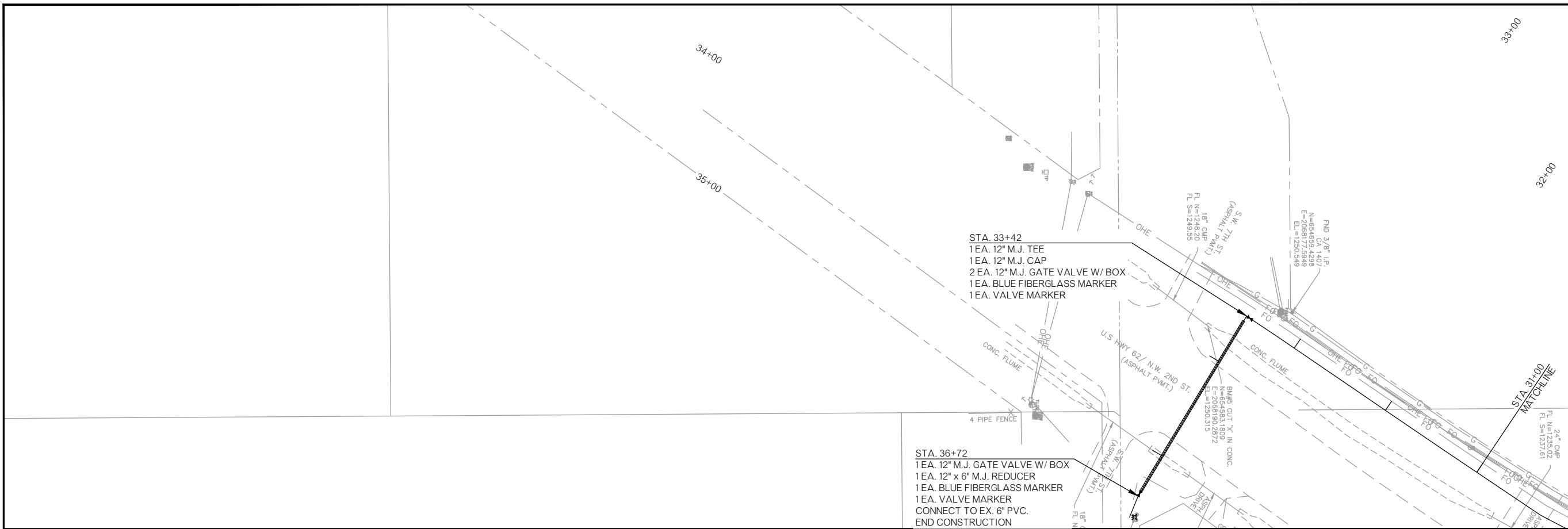
DATE: 11/09/2021
DESIGNED BY: KS
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APPROVED BY: KS
DRAWN BY: SL

WA-103

BLANCHARD: US 62 WATER LINE EXTENSION

QUANTITIES THIS SHEET

1. 572 L.F. 12" PVC, ASTM D2241, CL 200
2. 120 L.F. BORE & 20" STEEL CASING
3. 60 L.F. 20" STEEL CASING (OPEN CUT)
4. 1 EA. 12" M.J. CAP
5. 1 EA. 12" x 6" M.J. REDUCER
6. 1 EA. 12" M.J. TEE
7. 3 EA. 12" M.J. GATE VALVE W/ BOX
8. 2 EA. BLUE FIBERGLASS MARKER
9. 2 EA. VALVE MARKER



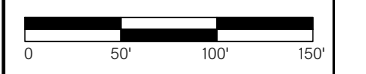
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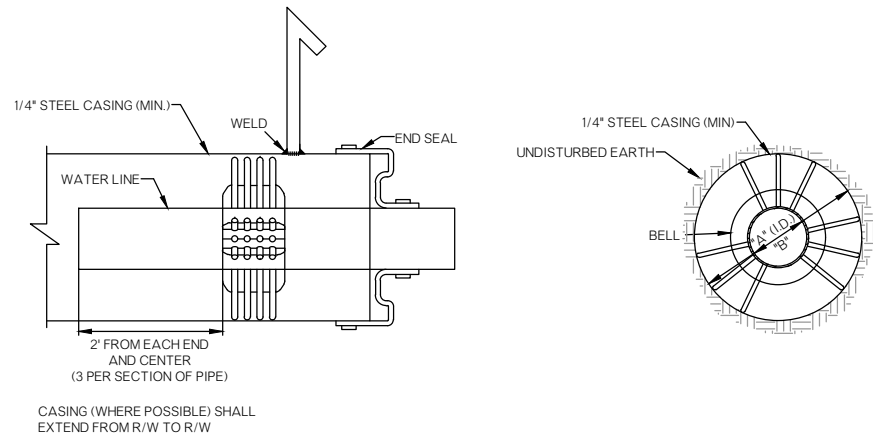
CITY OF BLANCHARD/BMIA

PLAN & PROFILE

DATE:	11/09/2021
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WA-104



PIPE DIA. "A"	CASING DIA. "B"	CASING WALL THICKNESS
6"	14"	0.25"
8"	16"	0.25"
10"	18"	0.25"
12"	20"	0.375"
16"	24"	0.375"
18"	30"	0.500"
24"	36"	0.469"

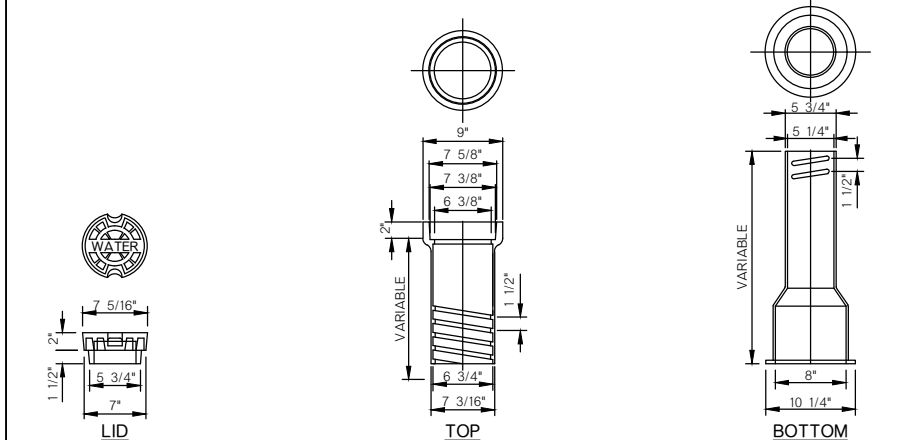
1. CONSTRUCT WATER TIGHT PLUG AT EACH END OF CASING.

VENT PIPE (IF REQUIRED), SET NEAR R/W LINE OF HIGHWAY & RAILROAD CROSSINGS OR AS SHOWN ON PLANS, SHALL BE SIZED TO ALLOW PROPER RELEASE OF CARRIER PIPE CONTENTS IN CASE OF FAILURE. THE PIPE SIZE FOR VENTS IS 2" OR AS SHOWN ON THE PLANS, AND VENTS MUST EXTEND A MINIMUM OF 36 INCHES ABOVE NATURAL GROUND LEVEL AND PAINTED BLUE.

USE HIGH DENSITY POLYETHYLENE SPACERS (INSULATORS). INSTALL 3 SPACERS PER SECTION OF PIPE (ONE AT THE CENTER AND ONE 2' FROM EACH END) AND SHALL BE SIZED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS

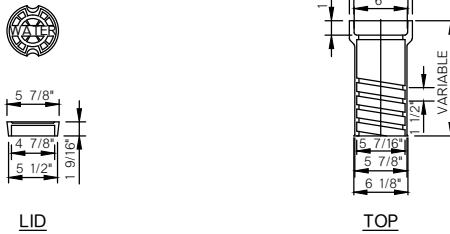
BORE & ENCASEMENT DETAIL

NOT TO SCALE



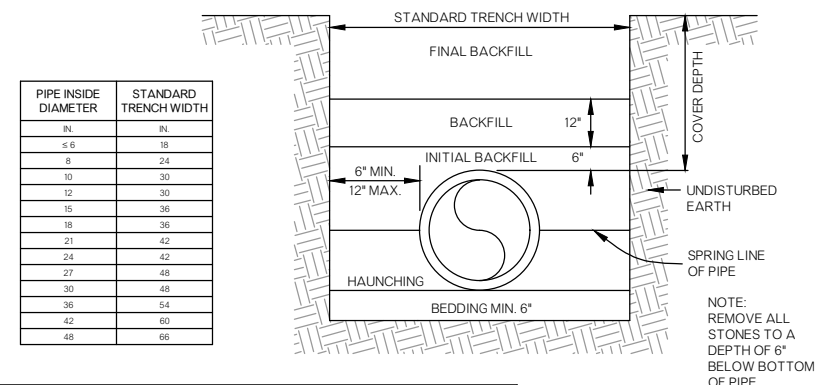
NOTES:

1. WATER LINE CONTRACTOR TO PLACE (2') SQUARE CONCRETE PAD AROUND EACH WATER VALVE AFTER FINAL GRADING HAS BEEN COMPLETED AND TRENCHES HAVE SETTLED.
2. ADDITIONAL BOTTOM SECTIONS SHALL BE EXTENDED USING PVC PIPE WITH A BOTTOM AND TOP SECTION PLACED ON TOP OF THE PVC PIPE.
3. FOR VALVE BOXES IN STREETS REFER TO ST 15.



2"-3" VALVE BOX DETAIL

NOT TO SCALE



PIPE INSIDE DIAMETER	STANDARD TRENCH WIDTH
6"	18"
8"	24"
10"	30"
12"	36"
15"	36"
18"	36"
21"	42"
24"	42"
27"	48"
30"	48"
36"	54"
42"	60"
48"	66"

BACKFILL DESCRIPTION	NON-PAVED AREAS			PAVED AREAS (SEE NOTE 7)		
	PVC	DIP	HDPE	PVC	DIP	HDPE
FINAL BACKFILL	EXCAVATED MATERIAL	EXCAVATED MATERIAL	EXCAVATED MATERIAL	SBM	SBM	SBM
BACKFILL	SELECT FILL (SF)	SELECT FILL	SELECT FILL	SBM	SBM	SBM
INITIAL BACKFILL	COVER ≤ 10' SF > 10' SBM	COVER ≤ 10' SF > 10' SF	COVER ≤ 10' SF > 10' SBM	SBM	SBM	SBM
HAUNCHING	COVER ≤ 10' SF > 10' SBM	COVER ≤ 10' SF > 10' SBM	COVER ≤ 10' SF > 10' SBM	SBM	SBM	SBM
BEDDING	COVER ≤ 10' SF > 10' SBM SEE NOTE 5	COVER ≤ 10' SF > 10' SF SEE NOTE 5	COVER ≤ 10' SF > 10' SBM SEE NOTE 5	SEE NOTE 5	SEE NOTE 5	SEE NOTE 5

NOTES:

1. INSTALLATION AND BACK FILLING SHALL MEET THE MANUFACTURER'S RECOMMENDATIONS.
2. SELECT FILL CONSISTS OF EXCAVATED MATERIALS CONTAINING NO ROCKS LARGER THAN 2".
3. STANDARD BEDDING MATERIAL (SBM) SHALL CONFORM TO ODOT 703.01, TYPE A AGGREGATE BASE OR FLOWABLE FILL PER SECTION 501.02(B).
4. COMPACTION REQUIREMENTS:
 - a. NON-PAVED AREAS: 90% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS AND 85% FOR COHESIVE SOILS.
 - b. PAVED AREAS: 95% MAXIMUM STANDARD PROCTOR DENSITY FOR COHESIONLESS SOILS.
5. IF TRENCH IS DRY BEDDING SHALL BE EXCAVATED MATERIAL, SAND OR TYPE A AGGREGATE BASE, AND IF WET, BEDDING, HAUNCHING, AND INITIAL BACKFILL SHALL BE NO. 57 OR NO. 67 ROCK PER SECTION 701.06(C).
6. IN SANDY SOIL, CONTRACTOR MAY BACK FILL WITH NATIVE MATERIAL.
7. NO WATER JETTING ALLOWED.
8. THE BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF 2-FEET BEHIND THE BACK OF CURB, OR THE EDGE OF PAVEMENT WHERE NO CURB EXISTS.

WATER PIPE TRENCHING & BEDDING FOR PIPES ≤ 12" DIAMETER

NOT TO SCALE

NO	REVISION	DATE

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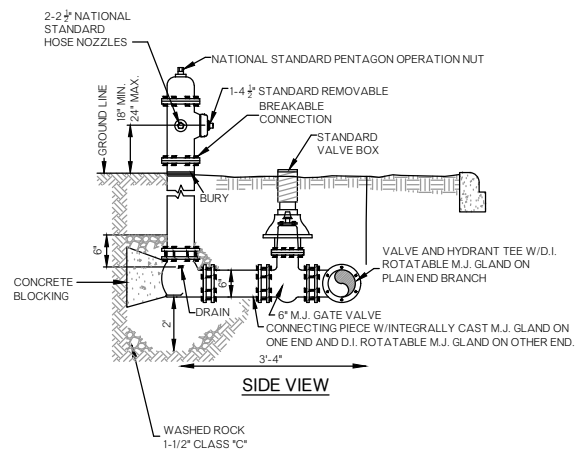
CITY OF BLANCHARD/BMIA

STANDARD DETAILS

DATE: 11/09/2021
 DESIGNED BY: KS
 CHECKED BY: GII
 APPROVED BY: KS
 DRAWN BY: SL

STD-101

BLANCHARD: US 62 WATER LINE EXTENSION



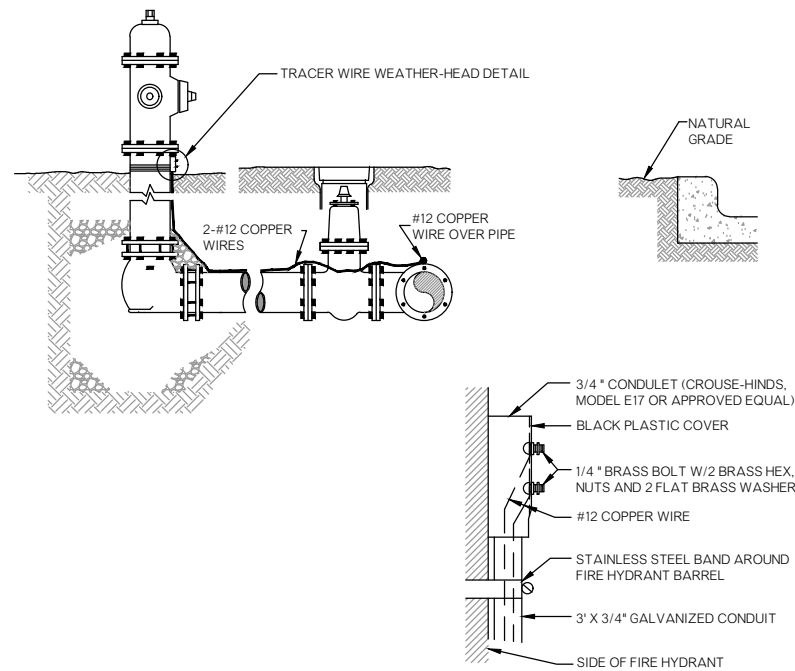
1. 3-WAY FIRE HYDRANTS SHALL HAVE 2-2 1/2" HOSE NOZZLES AND 1-4 1/2" PUMPER NOZZLE.
 2. 2-WAY FIRE HYDRANTS SHALL HAVE 2-2 1/2" HOSE NOZZLES.
 3. HYDRANT DRAIN MUST BE LEFT CLEAN AFTER POURING CONCRETE BLOCKING.
 4. STEAMER NOZZLE SHALL FACE STREET.

PAYMENT FOR FIRE HYDRANT ASSEMBLY SHALL INCLUDE

1. 2-WAY OR 3-WAY FIRE HYDRANT, AS SPECIFIED.
2. 6" ANCHOR COUPLING
3. 6" M.J. GATE VALVE W/BOX
4. 4" X 6" HYDRANT TEE OR 12" X 6" REDUCER IF FULL 12" TEE IS CALLED FOR.
5. ANY EXTENSIONS REQUIRED

FIRE HYDRANT (FH) ASSEMBLY

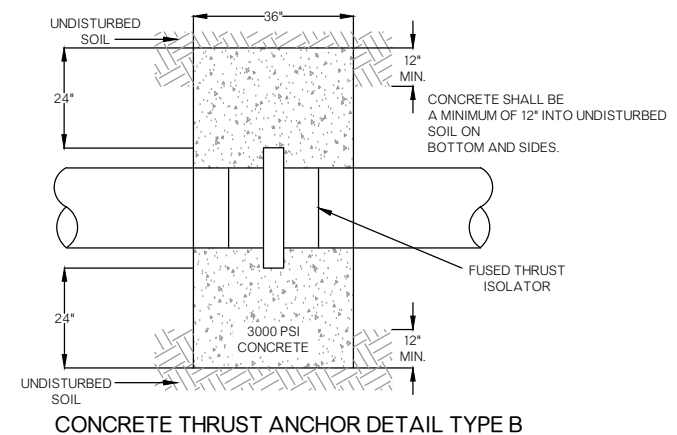
NOT TO SCALE



1. WHEN DUCTILE IRON WATER PIPE IS USED, FURNISH 5F GALVANIC ANODE AN CONNECT TO COPPER WIRE AT 500' INTERVALS AND AT END OF LINE, WITH A MINIMUM OF ONE BETWEEN EACH FIRE HYDRANT.
2. WHEN WATER LINE IS ENCASED IN POLYETHYLENE WRAP, TRACER WIRE SHALL BE INSTALLED OUTSIDE OF THE WRAP.
3. TRACER WIRE SHALL BE PROPERLY SECURED TO THE TOP OF THE PIPE TO PREVENT MOVEMENT WHILE BACKFILLING.
4. COPPER WIRE SHALL BE #12 AWG SOLID COPPER WITH U.S.E. INSULATION FOR DIRECT BURIAL.
5. FIELD SPLICES SHALL HAVE WATER TIGHT CONNECTIONS AS APPROVED BY THE ENGINEER.

TRACER WIRE AND WEATHERHEAD

NOT TO SCALE



CONCRETE THRUST ANCHOR DETAIL TYPE B

NOT TO SCALE

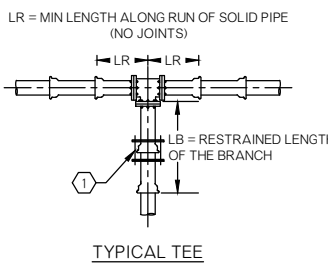
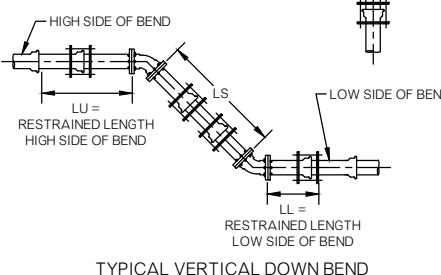
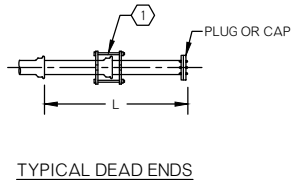
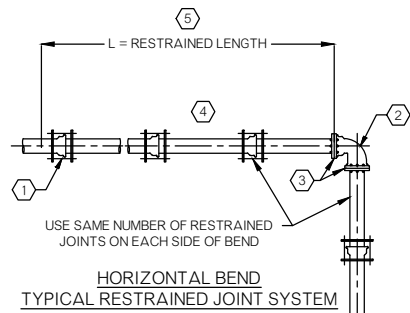
GENERAL NOTES

- A. ALL JOINTS WITHIN THE REQUIRED LENGTHS SHOWN MUST BE RESTRAINED BY MECHANICAL RESTRAINT DEVICES AS DETAILED AND SPECIFIED.
- B. RESTRAINED PIPE LENGTHS ARE BASED ON THE FOLLOWING CONDITIONS:
 PIPE MATERIAL: PVC PIPE ASTM D2241, CL 200 (< 12") C-905, DR 21 (> 12")
 SOIL SURROUNDING PIPE: SC PER USC SYSTEM (CLAYEY SAND)
 COVER DEPTH: 3 FEET MINIMUM
 TRENCH TYPE: 3 (< 12") 5 (> 12") (REF: ANSI/AWWA C150/21.50)
 FACTOR OF SAFETY: 1.5
 HYDROSTATIC TEST PRESSURE: 150 psi
- C. WHERE POSSIBLE USE CAST IN PLACE CONCRETE THRUST BLOCKS AT ENDS OF PLUGS AND CAPS TO AVOID EXCESSIVELY LONG RESTRAINED JOINT LENGTHS.
- D. REFER TO DETAILS FOR DEFINITIONS OF L, LR, LB, LU, LL, AND LS.
- E. PIPE MUST HAVE MINIMUM OF 3 FEET OF COMPACTED BACKFILL OVER PIPE BEFORE APPLYING HYDROSTATIC TEST PRESSURE.

KEYED NOTES

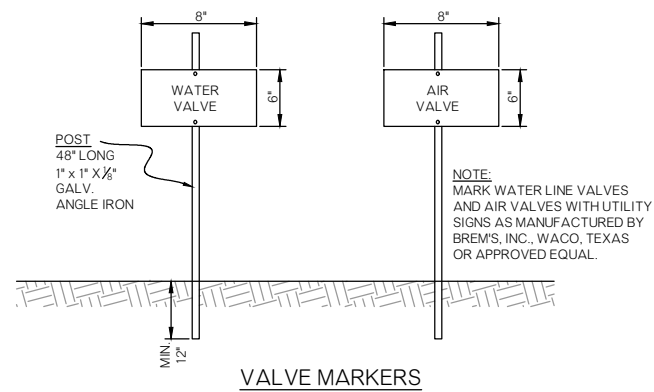
- 1. RESTRAINT DEVICE: EBAA IRON SERIES 6500 BELL RESTRAINT HARNESS (OR APPROVED EQUAL) FOR PIPE SIZES 4" THRU 12". EBAA IRON SERIES 2800 BELL RESTRAINT HARNESS (OR APPROVED EQUAL) FOR PIPE SIZES 18" THRU 24". RESTRAINED JOINT COUPLINGS OR INTEGRAL BELL MAY BE USED IN-LIEU OF HARNESSES.
- 2. DUCTILE IRON M.J. BEND WITH EPOXY COATING.
- 3. DUCTILE IRON M.J. RETAINER GLAND: EBAA IRON SERIES 2000 PV FOR USE WITH ASTM D2241, CL. 200 PVC PIPE, OR AWWA C905 PVC PIPE.
- 4. ASTM D2241, CL. 200 (4" THRU 12"), OR AWWA C905, DR 21 (18" OR 24").
- 5. SEE TABLE FOR REQUIRED LENGTH OF RESTRAINED JOINT PIPE. ALL JOINTS WITHIN THIS LENGTH MUST BE RESTRAINED.

REQUIRED LENGTHS FOR RESTRAINED JOINT PIPE SYSTEMS (FEET)											
PIPE D (IN)	90° BEND				TEE		DEAD END		45° VERTICAL BEND		
	L	L	L	L	LR	LB	L	LU	LL	LS	
4"	2	3	7	15	10	10	34	18	6	FULL LENGTH	
6"	3	5	9	21	10	10	47	26	8	FULL LENGTH	
8"	3	6	8	28	10	18	62	34	10	FULL LENGTH	
12"	4	8	17	39	10	44	89	47	14	FULL LENGTH	
18"	4	8	16	39	10	51	127	68	14	FULL LENGTH	
24"	5	10	21	50	10	88	165	87	18	FULL LENGTH	



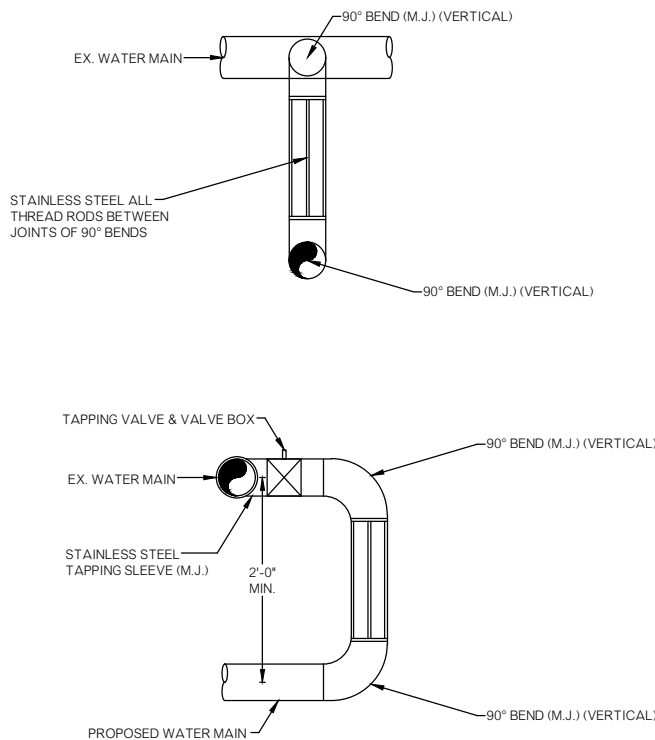
RESTRAINED JOINTS

NOT TO SCALE



VALVE MARKERS

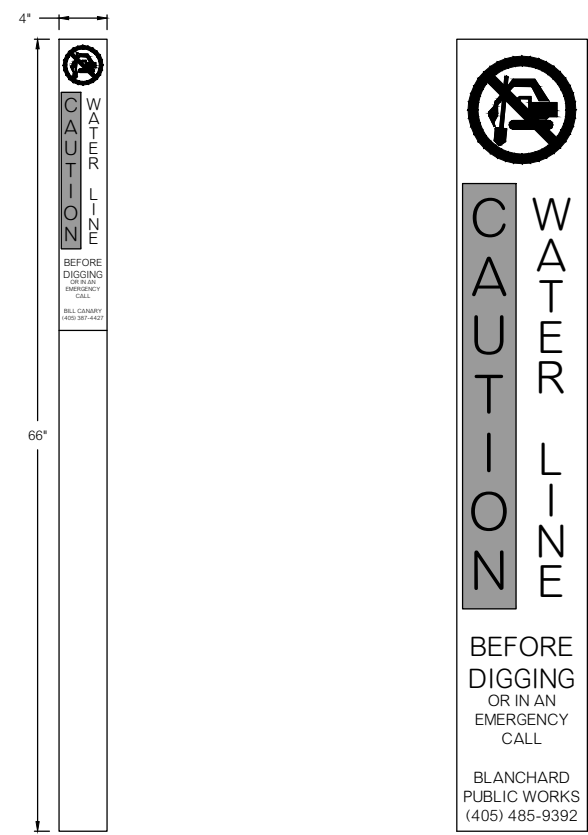
NOT TO SCALE



- NOTE:
- 1. MEGA-LUG TYPE JOINT RESTRAINT SYSTEM ON ALL JOINTS.
 - 2. STAINLESS STEEL ALL THREAD RODS B/W 90° VERTICAL BENDS.

REVERSE TAP INSTALLATION

NOT TO SCALE



BLUE FIBERGLASS WATER LINE MARKER

NOT TO SCALE

NO	REVISION	DATE

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**CITY OF
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**STANDARD
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DRAWN BY:	SL

STD-102

BLANCHARD: US 62 WATER LINE EXTENSION

**BUSINESS
AGENDA
B-4**



Trustee Agenda

Business Item No. B-4

DATE: 25 January 2022

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: Robert L. Floyd, Trust (City) Manager

ITEM: ENGINEERING AGREEMENT ~ Glenn Sullivan & Associates

BACKGROUND

Attached is a proposed Agreement for engineering services with Glenn Sullivan and Associates for the design of a report for the sanitary sewer system as required by DEQ under Consent Order No. 21-233 dtd 12/6/21 under the Order which states (g) Respondent agrees to submit an approvable engineering report and approvable plans for a replacement pump station by 4/1/22. Also, assist the City and BMIA with obtaining a discharge permit for the lagoons.

FISCAL IMPACT

To be funded by the ARPA Funds.

LEGAL REVIEW

N/A Required Completed Date: _____

ACTION NEEDED

Discuss, consider and possible action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of approving an Agreement with Glenn Sullivan and Associates for engineering services.

EXHIBITS:

Agreement.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this 25th day of January 2022 by and between the Blanchard Municipal Improvement Authority, hereafter referred to as the OWNER, and Glenn Sullivan & Associates, Inc., hereinafter referred to as the ENGINEER.

The OWNER intends to **Rehabilitate and Expand their Existing Sanitary Sewer System** for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

By definition FUNDING AGENCY may refer to one or more Agencies involved in funding the proposed project.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the report, and submit an engineering report following ODEQ and Funding Agency instructions and guides. ODEQ regulations on engineering reports for sanitary sewer system improvements are included in **Attachment A**.
2. The ENGINEER will furnish a digital copy (pdf) and up to ten (10) copies of the engineering report, and layout maps to the OWNER
3. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
4. The ENGINEER will determine the feasibility of obtaining permit from ODEQ for seasonal or continuous discharging of the treated effluent.
5. The ENGINEER will assist the OWNER with preparing public notices, conducting public hearings, and preparing paperwork necessary for revising Oklahoma's Water Quality Management Plan (208 Plan) and obtaining a discharge permit.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of **Twenty thousand** Dollars (**\$20,000.00**) after the review and approval of the engineering report by the OWNER, the Department of Environmental Quality, and the FUNDING AGENCY .

SECTION C - COMPENSATION FOR RESIDENT INSPECTION

Not Applicable

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the FUNDING AGENCY .

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the FUNDING AGENCY , except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Performance of detailed staking necessary for construction of the project.

The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 20th day of the following period.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12% per annum from said 60th day, not to exceed an annual rate of 12 percent.

SECTION F - SPECIAL PROVISIONS

Not Applicable

SECTION G – EXECUTION OF AGREEMENT

This Agreement shall become effective once the two parties listed below, OWNER and ENGINEER, have signed with their signatures properly attested to:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

OWNER: **Blanchard Municipal Improvement Authority**

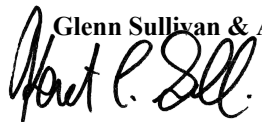
By _____

Type Name _____

Title _____

Date _____

ENGINEER: **Glenn Sullivan & Associates, Inc.**

By  _____

Type Name Kenneth C. Sullivan

Title Vice President

Date January 20, 2022

ATTACHMENT A
ODEQ ENGINEERING REPORT STANDARDS
OAC 252:656-3-4

252:656-3-4. Engineering report

- (a) Applicants shall submit to DEQ two (2) copies of the engineering report for proposed new construction or modifications to sewage collection systems, or treatment works at least thirty (30) days prior to the submittal of plans and specifications. Applicants shall also submit a letter in which the applicant endorses the contents of each engineering report submitted to DEQ. For line extension and lift station construction, the submission of an Engineering Report Form, developed by DEQ, signed and sealed by an engineer licensed by the State of Oklahoma, may be submitted to meet the requirements of the necessary engineering report, unless a full engineering report is required by DEQ. Engineering reports shall include:
- (1) Volume and strength of sewage flow. Establish the existing and anticipated design average and design peak flows and waste load for the existing and ultimate conditions. Include the basis for projecting initial current and/or future dry and wet weather flows and waste load for the existing, or initial, service area, and the anticipated future service area. For discharging facilities, the report must demonstrate that the proposed project complies with the design flow in the 208 Plan and other applicable OPDES permit limits.
 - (2) Existing system. Describe the existing system, including the need for the project related to health and safety, system operations and maintenance, and population growth. Issues that must be addressed include, but are not limited to, suitability of existing facilities for continued use, adequacy of water supply, history of compliance with state and federal requirements, and comparison of existing treatment units with state and federal design requirements.
 - (3) Project description and alternatives. The report must contain a description of the alternatives that were considered to meet the identified need. Provide a service area and project site maps showing the existing and proposed systems. The information must describe legal and natural boundaries, major obstacles, elevations, and any other information necessary to properly evaluate the project. Describe the proposed project and, where two or more solutions exist, discuss the alternatives including cost analysis and discuss the reasons for selecting the one recommended. For each alternative considered, the report must provide the following:
 - (A) Description. A description of the collection system, pumping systems, treatment, and discharge facilities associated with each alternative as applicable.
 - (B) Design criteria. The design parameters used for evaluation purposes.
 - (C) Schematic. A schematic diagram(s) of all existing and proposed treatment processes.

- (D) Land requirements. The identification of sites and easements that will be used and whether the sites:
 - (i) are currently owned or leased by the applicant, or
 - (ii) will be acquired or leased by the applicant.
- (E) Construction problems. A discussion of concerns such as subsurface rock, high water table, limited access, or other conditions that may affect the cost of construction or the operation of the facility.
- (F) Advantages and disadvantages. A description of the ability of each alternative to meet the owner's needs, address violations cited in any enforcement orders, satisfy public and environmental concerns, and comply with regulatory requirements. The report must demonstrate the compatibility of each alternative with existing, comprehensive, and area-wide development plans. Provide a short description of environmental impacts that may preclude any alternatives.
- (G) Selected alternative. A complete description of the proposed project based on the general description presented in the evaluation of alternatives. The report must show that the proposed project will comply with all the requirements of this Chapter. At a minimum, the following information must be included:
 - (i) Treatment. A description of the processes, including biosolids management, in detail and the identification of the location of the plant and the site of any discharges; a status of compliance with the 208 Plan, and if applicable, include current revisions with copy of DEQ approval letter, if approved in the current 208 Plan.
 - (ii) Pumping stations. The size, type, location and any special power requirements, including provisions for emergency operations, of all pumping stations.
 - (iii) Collection system layout. Identify general location of line improvements, including: lengths, sizes and key components.
 - (iv) Calculations. Provide supporting calculations in sufficient detail to demonstrate compliance with DEQ design requirements to assure adequate capacity for the collection and treatment system as a whole to transport and treat the wastewater or reclaimed water. For collection system projects, the submittal must include a map with a list of manholes and pipes and the associated characteristics, such as elevation of inverts, pipe diameter, pipe segment length, and other information necessary to evaluate the project. The report must provide assurance that the receiving collection and treatment systems have adequate capacity.
- (4) Construction sequence. A description of the sequence of construction and steps needed to maintain compliance during construction. If the project is not to be completed in one sequence, then provide details of the phases.

- (5) Site. Describe the topography, soils, geologic conditions, depth to bedrock, groundwater level, floodway or floodplain considerations, and other pertinent site information. The project must be constructed on the site consistent with approved plans. Include 6 months of data on the groundwater level. Provide soil boring information pursuant to OAC 252:656-11-3 (a) for projects that include lagoons or other non-industrial impoundments.
- (6) Water supply. Identify surface water intakes within five (5) miles of the discharge and known public and private water wells within three hundred feet (300').
- (7) Receiving stream. Identify the receiving stream and its wasteload requirements according to the Water Quality sections of OAC 252:606 and Oklahoma's Water Quality Management Plan (208 Plan).
- (8) Disposition of biosolids. Discuss the available alternatives for biosolids reuse and/or disposal (OAC 252:606 and OAC 252:515). Submit a sludge management or sludge disposition plan to DEQ for approval. All biosolids that will be land applied and/or disposed in a landfill must comply, at a minimum, with the Class B pathogen reduction requirements contained at 40 CFR, Part 503, adopted by reference at OAC 252:606.
- (9) Industrial wastes. Discuss the characteristics and volume of anticipated industrial wastes.
- (10) Collection system. Describe the area to be served by existing and proposed sewers. Sewer capacities must be designed for the estimated ultimate population that will be served. Similarly, consideration must be given to the maximum anticipated loadings from institutions, industrial parks and other similarly situated facilities.
- (11) Financing. Provide itemized cost estimates to build, operate and maintain the proposed project including, but not limited to:
 - (A) development, construction, land and rights-of-way, legal services, engineering services, contingencies, refinancing, and any other factors associated with the proposed project;
 - (B) discuss financing methods;
 - (C) provide information regarding rate structures, annual operating and maintenance (O&M) cost, tabulation of users by monthly usage categories and revenue received for the last three fiscal years; and
 - (D) give status of existing debts and required reserve accounts. Include a schedule of short-lived assets and a recommended annual reserve deposit to fund replacement of short-lived assets such as pumps, paint and small equipment.
- (12) Enforcement orders. Discuss all applicable enforcement orders, including the violations cited in the orders and how the project will eliminate said violations.

- (13) Conclusions and Recommendations. Provide any additional findings and recommendations that must be considered in development of the project. This must include:
- (A) recommendations for a specific course of action to be undertaken;
 - (B) any special studies to be developed;
 - (C) highlight the need for special coordination, include a recommended plan of action to expedite project development, etc.
- (14) Project Schedule. The report must propose a schedule to:
- (A) obtain funds to complete the proposed project;
 - (B) submit construction plans, specifications, and permit application(s);
 - (C) start construction;
 - (D) complete construction, and
 - (E) attain compliance with applicable OPDES discharge permits.

**BUSINESS
AGENDA
B-5**



Trustee Agenda

Business Item No. B-5

DATE: 25 January 2022

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: Robert L. Floyd, Trust (City) Manager

ITEM: COLLECTION EVENT GRANT APPLICATION FY23 ~ \$30,000

BACKGROUND

A new round of reimbursement funding from the Oklahoma Department of Environmental Quality (ODEQ) to provide funding to municipalities in participating in hazardous materials from the community.

The Oklahoma DEQ has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202.

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis [we are seeking \$30,000 reimbursement].
- Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2023.

Final invoices are due by August 31, 2023. Invoices submitted after August 2023 may not be reimbursed.

FISCAL IMPACT

\$30,000.00.

LEGAL REVIEW

X N/A ___ Required Completed Date: _____

ACTION NEEDED

Discuss, consider and possible action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of a motion authorizing Staff to file an application for a Household Hazardous Waste Collection Event in Blanchard not to exceed \$30,000.00.

EXHIBITS:

DEQ Rules.
DEQ Application.

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Collection Event Grant Application FY23

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

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- Final invoices are due by August 31, 2023. Invoices submitted after August 2023 may not be reimbursed.

Process for Receiving Funds

1. Apply
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

Application Submittal Instructions

Preferably, return by email to Amanda.Scofield@deq.ok.gov with the subject line, “[Organization] FY23 [grant type] Grant Application DEQ”
e.g., Oklahoma County FY23 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality
Attn: Patrick Riley, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Collection Event Grant

Collection event grants are for hosting the collection of electronic waste (e-waste) and typically also include the collection of household hazardous waste (HHW), tires, unwanted residential pharmaceuticals, and medical sharps. These grants are typically provided for one, or a series of, discrete collection events.

- The contractor shall use an R2 or e-Steward certified electronics recycler. Contractor shall utilize vendors that compliant with DEQ rules.
 - [Find a Recycler - e-Stewards](#)
 - [Find An R2 Certified Facility - SERI - Sustainable Electronics Recycling International](#)
 - Often, HHW collection services have a certified electronic recycler partner
- The contractor shall coordinate with the Oklahoma Bureau of Narcotics for coordination on pharmaceuticals.
 - Beau Ratke: (918) 446-1616: BRatke@Obn.ok.gov
- Used tires may be collected for recycling for free using DEQ's Tire Program.
 - Kole Kennedy: (405) 702-5177: Kole.Kennedy@deq.ok.gov
- The contractor shall ensure medical sharps are safely collected and properly disposed. This can be done through coordination with the HHW collection vendor and a regulated medical waste disposal facility. Sharps collection may also be arranged directly through appropriate vendors. For a list of sharps disposal vendors that service Oklahoma, see Figure 5 on page 22 of the Oklahoma Meds and Sharps Disposal Committee's (OMSDC) "Building a Municipal Program for Home-Generated Medical Sharps" guide. You can find the guide on the OMSDC website: [Safe Disposal of Pharmaceuticals and Medical Sharps in Oklahoma \(productstewardship.us\)](http://productstewardship.us)
- After each collection event, the contractor shall provide an invoice including a description of the event, photos, and the types and amounts of waste collected.

Collection Event Grant Application FY23

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: types of materials being collected, environmental improvement, feasibility, collaboration, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

Date

1. Name of entity that reimbursements will be issued to:

2. Dollar amount being requested:

3. Contact information

Name/Title:	Emily Pehrson-Public Works Director
Phone Number:	(405) 485-9317
Email Address:	publicworks@cityofblanchard.us

4. Signatory Authority with legal authority to sign contract with DEQ:

Name/Title:	Robert Floyd-City Manager
Phone Number:	405-485-9392
Email Address:	citymanager@cityofblanchard.us

5. Addresses

The contract will be sent here for signature (name and email):	122 N. Main St. Blanchard, OK 73010
Reimbursements will go to this address:	122 N. Main St. Blanchard, OK 73010

6. Project Description. Answer each question in its answer box to the right.

Environmental Improvement	
Question	Answer
a. What type of solid waste will be collected along with e-waste: HHW, medical pharmaceuticals, medical sharps, and/or tires?	HHW- Paint, Pesticides, petroleum products, batteries, and tires
b. How is this waste currently managed?	City of Blanchard does not accept hazardous waste at the collection center.
c. Who will be served by the program: municipalities, counties, region, population estimate?	Blanchard municipal limits with a population of 9,500 and surrounding areas in McClain and Grady County with an estimated population around 10,000 to 11,000
d. Will this project enhance related program(s)/effort(s)?	Currently, the collection center does not have the funds to collect hazardous waste. A grant would give us the opportunity to provide this service during a two day collection event.
e. What is the environmental benefit of this project? (e.g. waste reduction, resource conservation, pollution prevention, litter abatement, education)?	There has been an increase in illegal dumping of hazardous waste around our community. Offering a hazardous waste collection event will help reduce hazardous waste from being discarded in rural areas in town.

Cost

Question	Answer
<p>f. What is the total cost of the program?</p>	<p>\$25,000</p>
<p>g. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.</p>	<p>Waste Connections- our non-hazardous waste collector and has ability to collect tires.</p> <p>Clean Earth- Company that will organize, haul-off and properly dispose of hazardous waste. Blanchard used this company for the last collection event with great success.</p>
<p>h. Have you received a previous grant from the DEQ? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?</p>	<p>Yes, City of Blanchard received the Hazardous Waste Collection Grant in 2020 for \$23,000</p>

Scope of Work & Budget

Question	Answer
<p>i. Will the requested funding be used to purchase equipment and/or supplies? If so describe.</p>	<p>No</p>
<p>j. Will funding be used to pay for labor?</p>	<p>No</p>
<p>l. How will benefits be measured? / How will you quantify the success of your project? / How will you show DEQ that your project is successful? / How will you demonstrate Return on Investment (ROI)?</p>	<p>Success will be measured by amount of hazardous waste collected during the event and compare results from the 2020 collection event.</p>
<p>m. Detailed scope</p>	<p>Please attach a detailed scope of work and a detailed budget for the entirety of the project.</p>

Additional Information

Question	Answer
n. Is there any other information that you would like to share?	The October 2020 collection event was very successful. 3x 55gal -flammable liquids 5 cf- Latex paint 7 drums-pesticide 3 drums-oil 536lbs- consumer electronics 2126 lbs-TVs 866 lbs-printers

Scope of Work:

The City of Blanchard will host a two day hazardous waste collection event outside of normal collection site hours of operation to prevent potential for improper disposal. Blanchard Employees are responsible for managing the collection event, assisting in collection and directing flow of traffic.

Day one of the collection event will be for e-waste with labor, supplies and equipment provided by Marrs IT.

Day two of the collection event will be for hazardous waste with labor, equipment, supplies, and disposal of the hazardous waste provided by Clean Earth.

Budget:

Hazardous Waste Collection Budget	
Mobilization/Transportaion	\$5,500
Field Services	\$2,700
Equipment	\$2,000
Hazardous Waste Collection/Disposal	\$10,000
Total	\$20,200
E-Waste Collection Budget	
Mobilization/Transportaion	\$500
Field Services	\$1,000
Equipment	\$1,000
E-Waste Collection/Recycling	\$3,000
Total	\$5,500

Our estimated budget for the collection event is \$25,700 based on results from last years collection event.

CONSENT AGENDA

**CONSENT
AGENDA
C-1**



MINUTES

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

CONDUCTED A

REGULAR MEETING ON

TUESDAY, 14, DECEMBER 2021

6:00 P.M.

IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us on or before 5:00 p.m., Friday, December 10, 2021, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

for City Clerk

A. MEETING CONVENED

1. **CALL TO ORDER @ 6:37 p.m. by Chairman Odle.**
2. **ROLL CALL:**
Joe Davis, Trustee ~ Present
Michael Scalf, Vice Chairman ~ Present
Albert Ryans, Trustee ~ Present
Chuck Kemper, Trustee ~ Present
Eddie Odle, Chairman ~ Present
3. **DETERMINATION OF QUORUM: 5 ~ PRESENT; 0 ~ ABSENT**

STAFF ATTENDANCE:

Diana Daniels, Secretary
Tyler Perryman, Trust Attorney
Robert L. Floyd, Trust Manager
Emily Pehrson, Public Works Director

MEDIA: *Tony Strickland, Blanchard News.*

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of

1. **CONSENT ORDER NO. 21-233.**
A motion adopting Consent Order No. 21-233 dtd 12/6/21 issued by the Oklahoma Department of Environmental Quality (DEQ); and payment of a cash penalty in the amount of \$6,000.00.

MOTION BY Trustee Ryans and SECOND BY Trustee Kemper ... to approve subject to the City Attorney negotiations with DEQ.

MOTION CARRIED:

5 AYES: *Ryans, Davis, Kemper, Scalf, Odle*
0 NAYS: *None*
0 ABSENT: *None*

2. PURCHASE REQUEST.

A motion authorizing the purchase of AMR meters and MXU units for water service in the amount of \$34,900.

MOTION BY Vice Chairman Scalf and SECOND BY Trustee Ryans ... to approve, as presented.

MOTION CARRIED:

5 AYES: Ryans, Davis, Kemper, Scalf, Odle
0 NAYS: None
0 ABSENT: None

C. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of the regular meeting minutes of 9 November 2021.
2. **ACKNOWLEDGE** payment of FYE2022 Claims/Expenditures per fund in the total amount of \$399,377.75.
3. **ACKNOWLEDGE** payment of 2021 Payroll in the total amount of \$35,716.14.
4. **ACCEPTANCE** of the November 2021 Treasury Report.

MOTION BY Councilman Davis and SECOND BY Councilman Ryans ... to approve the Consent Agenda, as presented.

5 AYES: Ryans, Davis, Kemper, Scalf, Odle
0 NAYS: None
0 ABSENT: None

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

None.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

None.

F. TRUSTEE/STAFF COMMENTS

This item is listed to provide an opportunity for the Board of Trustees and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

None.

G. ADJOURNMENT

CALLED @ 6:51 pm.

ATTEST: (BMIA Seal)

Chairman

Secretary

**CONSENT
AGENDA
C-2**

MINUTES

CITY COUNCIL OF BLANCHARD, OKLAHOMA

AND

BOARD OF TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

JOINT SPECIAL MEETING
6:00 P.M. Tuesday, JANUARY 4,
2022 Blanchard Municipal Court
House 300 N. Main
Blanchard, Oklahoma 73010

IN COMPLIANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, THE CITY COUNCIL OF THE CITY OF BLANCHARD AND THE BOARD OF TRUSTEES OF THE BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY, WILL HOLD A SPECIAL JOINT MEETING ON TUESDAY, JANUARY 4, 2022, AT 6:00 P.M., IN THE CITY COUNCIL CHAMBERS OF THE BLANCHARD MUNICIPAL COURT HOUSE LOCATED AT 300 N. MAIN STREET, BLANCHARD, OKLAHOMA. AS CALLED BY THE MAYOR OF THE CITY OF BLANCHARD AND CHAIRMAN OF THE BMIA BOARD OF TRUSTEES ON TUESDAY, DECEMBER 14TH, 2021. THE AGENDA WILL CONSIST OF THE DISCUSSION, CONSIDERATION AND POSSIBLE ACTION INCLUDING BUT NOT LIMITED TO, THE APPROVAL, DENIAL, AMENDMENT, REVISION OR CONDITIONAL APPROVAL, IN WHOLE OR IN PART OF:

- A. CALL TO ORDER *by Mayor/Chairman @ 6:00 p.m.*
- B. ROLL CALL: Joe Davis, Councilman/Trustee ~ **Present**
Albert Ryans, Councilman/Trustee ~ **Present**
Chuck Kemper, Councilman/Trustee ~ **Present**
Michael Scalf, Vice Mayor/Vice Chairman ~ **Present**
Eddie Odle, Mayor/Chairman ~ **Present**

QUORUM: 5 - Present; 0 - Absent

STAFF PRESENT: *Diana Daniels, City Clerk/Secretary*
Daniel Ofsthun, City/Trust Finance Director *Robert L. Floyd, City/Trust Manager*
David Perryman, City/Trust Attorney

C. CITY BUSINESS AGENDA:

1. A motion to accept the FYE Audit Report on the City's Financial Statements as of June 30, 2021.

Chris Angel spoke to the Council to recap Financial Statements report. He gave a recap of recommendations for any issues. He also stated how smooth the audit went and how much he appreciated all the hard work put in daily to keep everything on track. The Mayor thanked the auditors and staff for all their hard work.

Voted on both together.

D. BMIA BUSINESS AGENDA:

1. A motion to accept the FYE Audit Report on the Authority's Financial Statements as of June 30, 2021.

MOTION BY Councilman/Trustee Davis and SECOND BY Councilman/Trustee Ryans ... to accept and approve both audit reports for the City/BMIA, as presented.

MOTION CARRIED:

5 ~ AYES:	Davis, Scalf, Odle, Ryans, Kemper
0 ~ NAYS:	None
0 ~ ABSENT:	None

E. ADJOURNMENT.
Called at 6:21 P.M.

Mayor

ATTEST (City Seal)

City Clerk

Chairman

ATTEST (BMIA Seal)

Secretary

**CONSENT
AGENDA
C-3**

SUMMARY

AGENDA: 1/25/2021

ITEM: Consent C (3)

MUNICIPAL IMPROVEMENT AUTHORITY

General Operations	\$456,409.28
Debt Service	\$ -0-
Fox Run	\$ -0-
Industrial Park	\$ -0-
Meter Deposit	\$ -0-
Quail Haven	\$ -0-
TOTAL	\$456,409.28

RECOMMENDATION:

Acknowledge approval of the FYE2022 Claims as presented.

CLAIMS REPORT
 Check Range: 12/07/2021- 1/18/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BMIA					
ACCURATE ENVIRONMENTAL LLC	QUARTELY TESTING TTHM & HAAS		840.00	3852	12/09/21
ACE HARDWARE	MISC SUPPLIES (OPEN PO)		207.52	3838	12/07/21
ADAMS ANGUS, LLC	BRUSH AND TREE REMOVAL IN EAST		1,500.00	3839	12/07/21
AMERICAN FIDELITY ASSURANCE	FLEX SPENDING		83.32	31527	12/31/21
AMERICAN FIDELITY ASSURANCE	AFA LT DISABILI		200.78	31529	12/31/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES		2,425.82	3856	12/16/21
AMERICAN WATERWORKS SUPPLY INC	(6) 1" SETERS	1,109.68		3853	12/09/21
AMERICAN WATERWORKS SUPPLY INC	(1) 22.5 X 2" MJ	296.50	1,406.18	3862	1/06/22
ANGEL JOHNSTON & BLASINGAME PC	AUDIT SERVICES (OPEN PO)		9,000.00	3881	1/14/22
BANK OF OKLAHOMA	2019 NOTE PMT (\$14,732.51)	14,732.51		3732	1/06/22
BANK OF OKLAHOMA	2017 NOTE PMT (\$21,204.87)	21,204.87		3733	1/06/22
BANK OF OKLAHOMA	2015 NOTE PMY (\$5,776.68)	5,776.68		3734	1/06/22
BANK OF OKLAHOMA	2014 NOTE PMT (\$10,196.67)	10,196.67		3735	1/06/22
BANK OF OKLAHOMA	2014A NOTE PMT (\$21,843.76)	21,843.76		3736	1/06/22
BANK OF OKLAHOMA	2007 NOTE PMT (\$5,172.04)	5,172.04		3737	1/06/22
BANK OF OKLAHOMA	2019 NOTE PMT (\$14,732.51)	14,732.51		3738	1/06/22
BANK OF OKLAHOMA	2017 NOTE PMT (\$21,204.87)	21,204.87		3739	1/06/22
BANK OF OKLAHOMA	2015 NOTE PMY (\$5,776.68)	5,776.68		3740	1/06/22
BANK OF OKLAHOMA	2014 NOTE PMT (\$10,196.67)	10,196.67		3741	1/06/22
BANK OF OKLAHOMA	2014A NOTE PMT (\$21,843.76)	21,843.76		3742	1/06/22
BANK OF OKLAHOMA	2007 NOTE PMT (\$5,172.04)	5,172.04		3743	1/06/22
BANK OF OKLAHOMA	TRUSTEE FEES (OPEN PO)	1,000.00		3744	1/12/22
BANK OF OKLAHOMA	TRUSTEE FEES (OPEN PO)	2,000.00		3745	1/12/22
BANK OF OKLAHOMA	TRUSTEE FEES (OPEN PO)	2,000.00	162,853.06	3746	1/12/22
BLANCHARD BUILDING CENTER	MISC SUPPLIES (OPEN PO)		22.64	3864	1/07/22
CITY OF BLANCHARD INS FUND	HEALTH INSURANC		624.06	31531	12/31/21
CITY OF OKLAHOMA CITY	WATER PURCHASES (OPEN PO)		62,359.85	21036112	12/17/21
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES		2,780.00	3872	1/12/22
DEPT OF ENVIRONMENTAL QUALITY	C-WASTE EXAM FEE- EMILY	124.00		3840	12/07/21
DEPT OF ENVIRONMENTAL QUALITY	QUARTERLY WATER ANALYSIS	840.74	964.74	3857	12/16/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT -\$468.44 WATER METER	468.44		3841	12/07/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT -435.36	435.36		3842	12/07/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT -435.36	435.36		3865	1/07/22
FIRST NATIONAL BANK & TRUST CO	LOAN PMT -\$468.44 WATER METER	468.44	1,807.60	3866	1/07/22
FUELMAN	FUEL PURCHASES (OPEN PO)		830.98	21036102	12/09/21
HAMPEL OIL DISTRIBUTORS, INC	FUEL PURCHASES (OPEN PO)		319.48	3854	12/09/21
HAYNES EQUIPMENT COMPANY	CHECK HWY 62 VALVE	600.00		3873	1/12/22
HAYNES EQUIPMENT COMPANY	REBUILD LIONS CT SEWER PUMP	3,121.00	3,721.00	3874	1/12/22
INTERNAL REVENUE SERVICE	FED/FICA TAX	3,315.78		10097462	12/17/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	3,326.16		10097484	12/31/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	3,305.67	9,947.61	10097487	1/14/22
JOHN HARDEMAN CHPTR 13	GARNISHMENT	152.54		31502	12/17/21
JOHN HARDEMAN CHPTR 13	GARNISHMENT	152.54		31533	12/31/21
JOHN HARDEMAN CHPTR 13	GARNISHMENT	188.76	493.84	31609	1/14/22
KEG TECHNOLOGIES INC	1/2IN, 13 PIECE SANITARY		5,629.43	3882	1/14/22
KNIPPELMIER CHEVROLET, INC	UPPER BRAKE LIGHT ASSEMBLY		57.58	3867	1/07/22
LIBERTY NATIONAL BANK	1/2 LOAN PMT-BOBCAT SKID STEER	342.77		3855	12/09/21
LIBERTY NATIONAL BANK	1/2 LOAN PMT-BOBCAT SKID STEER	342.77	685.54	3875	1/12/22
LIFT TECHNOLOGIES, INC.	REAPIR PARTS FOR SEWER JETTER		681.93	3843	12/07/21
MFA OIL COMPANY	PROPANE @ FIRE STATION #2		1,623.92	3731	12/16/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	942.05		31499	12/17/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	960.15		31524	12/31/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	961.73	2,863.93	31603	1/14/22

CLAIMS REPORT
 Check Range: 12/07/2021- 1/18/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
O'REILLY AUTO PARTS	MISC PARTS & SUPPLIES(OPEN PO)	70.24		21036103	12/09/21
O'REILLY AUTO PARTS	MISC PARTS & SUPPLIES(OPEN PO)	53.46		21036104	12/09/21
O'REILLY AUTO PARTS		32.86-		21036105	12/09/21
O'REILLY AUTO PARTS	MISC PARTS & SUPPLIES(OPEN PO)	29.51		21036106	12/09/21
O'REILLY AUTO PARTS	MISC PARTS & SUPPLIES(OPEN PO)	47.73		21036107	12/09/21
O'REILLY AUTO PARTS	MISC PARTS(OPEN PO)	21.96	190.04	21036108	12/09/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)		1,255.49	21036113	12/17/21
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)		484.44	21036114	12/17/21
OKLAHOMA TAX COMMISSION	STATE TAX	446.50		10097461	12/17/21
OKLAHOMA TAX COMMISSION	STATE TAX	446.57		10097483	12/31/21
OKLAHOMA TAX COMMISSION	STATE TAX	422.61	1,315.68	10097486	1/14/22
OKLAHOMA-ONE CALL SYSTEM, INC.	ANNUAL MEMBERSHIP FEE		1,594.80	3876	1/12/22
OMES-CENTRAL PRINTING	POSTAGE FOR STMTS. (OPEN PO)	1,706.61		3844	12/07/21
OMES-CENTRAL PRINTING	PRINTING/MAILING STMTS	311.25		3845	12/07/21
OMES-CENTRAL PRINTING	MONTHLY INSERT FOR BILLS	540.05		3846	12/07/21
OMES-CENTRAL PRINTING	POSTAGE FOR STMTS. (OPEN PO)	1,701.82		3877	1/12/22
OMES-CENTRAL PRINTING	PRINTING/MAILING STMTS	309.89	4,569.62	3878	1/12/22
PARKHILL CARDINAL ENGINEERING	FY2021 CDBG GRANT		1,800.00	3858	12/16/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	200.76		31522	12/31/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	200.76	401.52	31602	1/14/22
PIONEER SECURITY SYSTEMS	SECURITY SERVICES	24.95		3883	1/14/22
PIONEER SECURITY SYSTEMS	SECURITY SERVICES	24.95	49.90	21036109	12/09/21
QUADIENT LEASING USA, INC.	LEASE PMT- POSTAGE METER		89.58	3847	12/07/21
ROBERTS TOWING	TOWING SERICE FOR MOTOR GRADER		1,800.00	3863	1/06/22
RUDY BOX & ASSOCIATES, INC	3X REPLACEMENT TIMERS FOR		1,410.00	3848	12/07/21
SPANGLER SMASHING, LLC	TRASH COMPACTING	1,870.00		3849	12/07/21
SPANGLER SMASHING, LLC	TRASH COMPACTING	1,815.00	3,685.00	3879	1/12/22
TOWER LOANS	GARNISHMENT	302.09		31534	12/31/21
TOWER LOANS	GARNISHMENT	302.09	604.18	31610	1/14/22
UNITED RENTALS, INC.	1ST MONTH RENTAL- PUMP & HOSES	2,670.00		3850	12/07/21
UNITED RENTALS, INC.	1ST MONTH RENTAL- PUMP & HOSES	2,670.00		3868	1/07/22
UNITED RENTALS, INC.	SERVICES ON PUMP AT LIFT	260.00	5,600.00	3869	1/07/22
USA BLUE BOOK	10 X 28" TRAFFIC CONES FOR	610.83		3859	12/16/21
USA BLUE BOOK	HYDRANT FLOW METER	853.95	1,464.78	3870	1/07/22
UTS	1- CASE 1 IN METERS	750.00		3851	12/07/21
UTS	(54) MXU'S	8,640.00		3860	12/16/21
UTS	(60) 3/4" METERS	13,100.00	22,490.00	3871	1/07/22
VERIZON WIRELESS	CELL PHONE SERVICE (OPEN PO)	56.38		3884	1/14/22
VERIZON WIRELESS	CELL PHONE SERVICE (OPEN PO)	102.74		3885	1/14/22
VERIZON WIRELESS	CELL PHONE SERVICE (OPEN PO)	159.12	318.24	21036110	12/09/21
VERIZON WIRELESS	SCADA/ TELEMETRY SIM CARD		39.04	21036111	12/09/21
WASTE CONNECTIONS OF CHICKASHA	TRASH SERVICE	65,583.19		3861	12/16/21
WASTE CONNECTIONS OF CHICKASHA	TRASH SERVICE	67,732.97	133,316.16	3880	1/12/22
	205 BMIA TOTAL		456,409.28		

**CONSENT
AGENDA
ITEM REMOVAL**

PUBLIC COMMENTS

TRUSTEE – STAFF COMMENTS

ADJOURNMENT