

## **AGREEMENT FOR SERVICES**

This agreement made between Jim Cooley Construction, LLC 1900 NE 36<sup>th</sup> Street, Suite 106, Oklahoma City, OK 73111, hereinafter referred to as Contractor, and the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter referred to as "County".

### **DESCRIPTION OF PROJECT**

Oklahoma County 1st Floor Annex Entrance & Security Project

ARPA Project #10067

### **SCOPE OF SERVICES**

The Contractor Services to be provided are described in Attachment "A"

### **SECTION 1**

#### **I. CONSIDERATION:**

The total amount of the contract shall not exceed One Million Six Hundred Eighteen Thousand Dollars (\$1,618,000.00) for Scope of Services as described in attachment "A". Should the Contractor determine services are needed that will exceed that total amount, the Contractor shall notify the County by Amendment to this Agreement for acceptance by the County prior to performing work that would exceed this amount.

#### **II. CONTRACT DOCUMENTS:** The contract documents shall consist of this Contract and the following documents:

Plans and Specifications as provided by the Design Engineer or County	
Non-Collusion Affidavit form dated	3/11/2024
Conflict of Interest Form dated	3/11/2024
Purchasing Business Relationships Affidavit dated	3/11/2024
Debarment and Suspension Statement dated	3/11/2024
Byrd Anti-Lobbying Certification Form dated	3/11/2024
Certificate of Liability Insurance dated	5/15/2024
Federal Form Checklist dated	4/01/2024

- III. ASSIGNMENT TO CONTRACT:** Neither party to this contract shall assign this contract without written consent of the other.
- IV. CONTRACT TIME:** Work on this project shall commence within ten (10) calendar days from the date on which the work order is issued and completed within three hundred sixty-five (365) calendar days from the commencement thereof.
- A. The rate of progress shall be such that the whole work will be performed, and the premises be cleaned within the time stated herein and in accordance with the contract, plans, and specifications.
- B. The Contractor shall be entitled to an extension in time only when the request for extension is submitted to the County in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay shall occur; and then approved by the County at their regular scheduled meeting.
- V. SCOPE OF WORK:** Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall furnish, except as otherwise provided, at his own cost and expense, all services and material for the completion of the work proposed to be done under this contract. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, will complete the same in a thorough, workmanlike, and substantial manner in every respect to the satisfaction and approval of the Property Manager and/or the County Engineer, within the time specified herein and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, form or bid or proposal, this Contract, any performance or other surety bond, and the drawings and specifications.
- VI. LIABILITY FOR DAMAGES:** The County, its officers, agents, or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of contractor or otherwise; or for any damage to any property occurring during or resulting from the work. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall indemnify the County, its officers, agents and employees, against all such injuries, damages, and compensation arising or resulting from causes other than the County's neglect, or that of its officers, agents, or employees.

**VII. INSPECTION OF WORK AND MATERIALS:**

- A. The County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of the County, materials furnished, and work done as the work progresses.
- B. The County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager
- D. Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, or to constitute Contractor an agent of the County.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the County Engineer and the Oklahoma County Property Manager. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the County, or the laws, ordinances, or regulations of any public authority require work to be specially tested or approved, Contractor shall give the County Engineer and the Oklahoma County Property Manager timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.
- G. All materials removed from this project shall be disposed of in accordance with all federal, state, city, county and other local laws and established ordinances and regulations. No materials shall be salvaged from the properties by the Contractor, including his agents, employees, subcontractors, independent contractors, and/or independent contractors retained pursuant to this agreement.

**VIII. TAXES:** This project, according to Title 68 O.S. § 1356, and Oklahoma Tax Commission Rules 65-19-056 and 710:65-07-013 is exempt from Sales Tax. The Contractor shall provide a list of Subcontractors and Sub-subcontractors for the Board of County Commissioners approval at a public meeting to approve tax exempt status. Tax exempt status will be in effect for this project only and a termination date shall be specified by letter to Contractor and each Subcontractor. Title 68, Section 1356(I) of the Oklahoma Statutes specifies that

any person making purchases on behalf of the County must certify in writing, on the copy of the invoice or sales ticket to be retained by said purchaser that the purchases are made on behalf of Oklahoma County.

**IX. COMPLIANCE WITH LAWS:** Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the County, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

**X. TERMINATION:**

**A. FOR CAUSE:**

If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, (1) is adjudged as bankrupt, (2) makes a general assignment for the benefit of his creditors, (3) has a receiver appointed on account of his insolvency, or (4) persistently or repeatedly refuses or fails, in cases for which extension of time in writing is provided, to supply enough properly skilled workmen or proper materials, fails to make prompt payment for materials or labor, persistently disregards laws, ordinances, or instructions of the County Engineer, ceases operations under this Contract at any time or otherwise is guilty of a substantial violation of any provision of this Contract, then the County, upon certification of the County Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor and his surety written notice, terminate the employment of contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method the County may deem expedient. In such case, 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 expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to the County. The expenses incurred by the County, as herein provided, and the damage incurred through Contractor's default shall be certified by the County Engineer.

**B. FOR CONVENIENCE**

If the County Engineer determines that a termination is in the County's interest, the County may terminate the entire Contract or any portion of the Contract. The County Engineer will provide a written notice of termination to the Contractor specifying the extent of termination and the effective date. After receipt of a notice of termination, the Contractor shall immediately proceed with the following obligations: (1) Stop work as specified in the notice, (2) Place no further subcontractors or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract, (3) Terminate all subcontractors to the extent they relate to the work terminated, and (4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of the Contract. If the County

Engineer orders termination of all or part of the Contract effective on a certain date, the County will pay for completed work at the prorated square footage as of that date.

- XI. ACCEPTANCE OF WORK:** No act of the County, or of any representative, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the Final Resolution approved by the County. Before any final resolution will be allowed, Contractor will be required to swear to and sign a statement of all claims on account of work done and materials furnished under this Contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this Contract by the County or any acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.
- XII. PROGRESS AND FINAL PAYMENTS:** Partial payments will be made to Contractor for material on hand and work performed at Contractor's request but in any event not more often than monthly.
- A. On final completion of the work and settlement of all claims, owner shall pay Contractor the remainder of the contract price. Provided, there shall be retained from such final payment, or from any payments due contractor under this contract, all amounts that may be expended by the County for work done or materials furnished in carrying out any of the work done under this contract that Contractor has failed to do to the satisfaction of the designated agents of the County; all amounts that may be necessary to pay for labor, tools, plant, and materials engaged and used in the work and for which Contractor has failed to pay; by the terms of the contract or any laws of the State of Oklahoma, the County is or may be authorized to reserve and retain.
  - B. Acceptance by Contractor of the final estimate and the final payment by the County to Contractor shall be a release of the County from all claims and liabilities to Contractor for anything done or furnished for or relating to the work, or for any act, neglect, fault, or default of the County or of any person relating to or affecting the work.
  - C. Ten percent (10%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount as certified by the architect, the retainage shall be reduced to five percent (5%) of the amount earned to date if the Owner has determined that satisfactory progress is being made, and upon approval by the surety. A detailed list of materials suitably incorporated or stored on site must accompany each request for payment.
  - D. Invoices will be issued by Contractor for all work performed under terms of this Contract. Invoices are due and payable on receipt.
  - E. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall

keep an accurate record of each workman showing his name, address, social security number, work classification, hourly wage paid, total paid, overtime hourly wage paid, and the occupation of each workman employed by them, in connection with the project, and showing also the actual wages paid to each workman, which record shall be certified and shall be open at all reasonable hours to the inspection of the County, its officers and agents at the principal office of the Contractor. Upon completion of the project, the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall forward a certified copy of the records to the County.

- XIII. INCORPORATION OF PROVISIONS REQUIRED BY LAW:** Each provision and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application of either party.
- XIV. MODIFICATIONS:** The County may modify this contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Engineer and approved by the governing board. Any such modifications shall not subject contractor to increased expense without equitable compensation which compensation shall be determined by the County Engineer and by the governing board. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. Such deductions shall be determined by the County Engineer. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the County Engineer in writing and sent to Contractor.
- XV. COMPLETENESS OF CONTRACT:** The written terms and provisions of this contract shall supersede all prior verbal statements of any officer or other representative of the County, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this contract or the contract documents.
- XVI. GUARANTY OF WORK:**
- A. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees to guarantee all work under this contract for a period of one (1) year from the date of final settlement thereof, contractor agrees to provide extended warranties on materials and labor to the extent offered by any manufacturer whose product is used on this project.
  - B. If any unsatisfactory condition or damage develops within the time of this guaranty due to workmanship that is defective, inferior, or not in accordance with the contract,

Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall, whenever notified by the County, immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage to the buildings, equipment, and grounds made necessary in the fulfillment of the guaranty.

- C. If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, fails to proceed promptly to comply with the terms of any guaranty under this contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees that the County may have such work performed as the County considers necessary to fulfill such guaranty or may allow the damage or defective work to remain as it is. In the first instance, Contractor shall promptly pay the County such sums as were expended in fulfilling the guaranty; in the second instance, he shall promptly pay the County such sums of money as it would have been necessary to expend to fulfill them. Usual wear and tear and the results of accidents not chargeable to Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, and are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to the County.

## SECTION 2

### THE CONTRACTOR AGREES

1. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect plans at all reasonable times at an acceptable office or offices located at 1900 NE 36<sup>th</sup> Street, Suite 106, Oklahoma City, OK 73111.
3. To assume responsibility, to indemnify, and save harmless the County or other agency or other government from all claims and liability due to his negligent acts or the negligent acts of his agents, employees, subcontractors, independent contractor and/or independent contractor retained pursuant to this agreement.
4. To bind Contractor's firm including principals, officers, employees, agents, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, to the same statues, rules, and regulations as the County insofar as conflict of interest is concerned. Retention of records for three years after the final payment (paragraph 6).

5. That prior to beginning the work he and his subcontractors shall obtain and furnish current copies (certificates) to the County of

A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.

B. General Liability Insurance. The insurance policy coverage must be in an amount of sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy.

This insurance (A and B) shall be maintained in full force and effect during the life of the contract.

6. The Contractor is required to have bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00) naming Oklahoma County as the insured;

A. Performance Bond for 100% of the value of the Contract to insure completion of the Work.

B. Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of subcontractors, suppliers and employees for unpaid debts of the Contractor.

7. The Contractor agrees to provide the County, the U.S. Department of Treasury, Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

The Contractor agrees to provide the County, the Treasury Department, Federal Administrator, or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Treasury Department, Federal Administrator or the Comptroller General of the United States.

The Contractor understands that knowingly making a false statement, representation, report, or claim may be subject to prosecution under the provisions of U.S.C.S. § 1001, § 1020.

8. During the performance of this contract, The contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. 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.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (8) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any

or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. The Contractor agrees to be in compliance with the Davis Bacon Act:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, contractors are required to pay wages not less than once a week.

10. The Contractor agrees to be in compliance with the Copeland "Anti-Kickback" Act:

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

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

11. The Contractor agrees to be compliant with the Contract Work Hours and Safety Standards Act:

A. 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.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

12. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to The Clean Air Act and The Federal Water Pollution Control Act, as amended, 42 U.S.C. § 7401 et seq. and as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal agency.

13. The Contractor agrees to comply with the Suspension and Debarment Statement and such contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- A. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - B. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - C. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
14. The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the non-Federal entity the following certification. Attachment "B".
15. The Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
  - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business; and women's business enterprises;
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's businesses enterprises and small and minority business;

- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 16. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For the purposes of this section;
  - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
  - b. "Manufactured products" means terms and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 17. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- Competitively within a timeframe providing for compliance with the contract performance Schedule.

- Meeting contract performance requirements; or

- At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

- 18. The Contractor acknowledges that Federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal policies, procedures, and directives.

19. The Contractor shall not use any Federal or County seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal pre-approval.
20. The Contractor agrees The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
21. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **THE COUNTY AGREES**

The pay total fee not exceed One Million Six Hundred Eighteen Thousand Dollars (\$1,618,000.00) which includes all services provided by Contractor, his subcontractors and/or independent contractor retained pursuant to this agreement, as funds are available and work is authorized by the County Engineer.

#### **It is further mutually agreed by the County and the Contractor that:**

1. A written notice will be made to the Contractor by setting out the date he is to begin the prosecution of the contract work.
2. It is expressly understood and agreed by and between the parties hereto that the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons by reason of any of the work performed hereunder. The Contractor will be held responsible for the accuracy of construction details and quantities of work to be performed or be performed by his subcontractors and/or independent contractors retained pursuant to this agreement. Frequent occurrence of irregularities in construction details or quantities will be a basis for withholding future construction contracts from said Contractor. The Contractor, his subcontractors and/or independent contractors retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Contractor will be held responsible for any mistakes or omissions in the work of the Contractor, his subcontractors and/or independent contractors retained pursuant to this agreement, which appear during the final review by the County or any other government agency.
3. For any major revision in the character of the scope of the work ordered in writing by the

County, a supplemental agreement will be negotiated, prior to performing the additional work.

4. The County reserves the right to delete any portion of the contract at any time, and if such is done, the total construction fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the construction fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if the work has been already accomplished on that portion of the contract to be deleted, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid by the County the reasonable value for the data delivered or ready for delivery upon receipt thereof.
6. Any dispute concerning a question of fact in connection with the work not disposed of by the agreement between the County, the Contractor, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision shall be taken to the Board of County Commissioners for further consideration and determination.
7. The County will consider a request for a reasonable extension of time, if the Contractor submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control. However, the County and the Contractor may be bound by certain schedules imposed by the Federal Government regarding the use and/or expenditure of funds.
8. The Contractor shall furnish all construction services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Contractor including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be done in a manner acceptable to the County, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction

or limitation on their use. Contractor shall retain these documents for a minimum of three years from the date of final payment.

10. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.

11. This agreement cannot be assigned or subcontracted by either party without written approval of either party.

### **SECTION 3**

#### **TERMS OF AGREEMENT**

This Agreement shall be effective upon execution by all parties and will expire on completion of the scope of work.

#### **GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located, that being the State of Oklahoma.

#### **OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA**

It is expressly understood that the County under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Contractor shall not perform any services until the Contractor receives a Purchase Order from Oklahoma County showing the full amount of the obligation create pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of Oklahoma County for Fiscal Year 2023-2024. For the purpose of this agreement, it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than One Million Six Hundred Eighteen Thousand Dollars (\$1,618,000.00). In the event that an Amendment is approved pursuant to terms of this agreement, and terms of the Amendment require payment of any sum in addition to the sum immediately aforesaid, Contractor shall not perform any services contemplated within the scope of said Amendment until Contractor receives a Purchase Order showing that the full amount previously appropriated for such purchase in the budget of the Oklahoma County's Fiscal Year within which the Amendment is appropriated.

CONTRACTOR:  
Jim Cooley Construction, LLC  
1900 NE 36<sup>th</sup> Street, Suite 106  
Oklahoma City, OK 73111

*[Handwritten signature]*

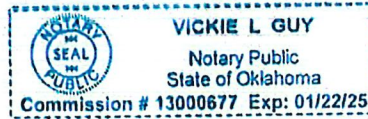
Contractor

Signed before me this 30<sup>th</sup> day of May, 2024.

*[Handwritten signature]*  
Notary Public

Robert K. Cooley, Managing Member  
Printed Name and Title

01/22/25  
My Comm. Expires



IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_ day of \_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

APPROVED:

*[Handwritten signature]*  
\_\_\_\_\_  
Stacey Trumbo, P.E.  
County Engineer





OKLAHOMA COUNTY PURCHASING  
BYRD ANTI-LOBBYING CERTIFICATION FORM

320 Robert S. Kerr, Ste. 321  
Oklahoma City, OK 73102

Chantel Boso, CPO  
purchasing@oklahomacounty.org  
405.713.1490

---

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Jim Cooley Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Robert K. Cooley, Managing Member  
Name and Title of Contractor's Authorized Official

3/11/2024  
Date



Based on S.A&I. Form 1-4001 (2005)  
Revised form for Oklahoma County approved by S.A&I. August 19, 2002

**AFFIDAVIT FOR CONTRACTS AND PAYMENTS**

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the Managing Member (title) for Jim Cooley Construction, LLC (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

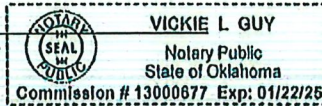
Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

Jim Cooley Construction, LLC  
Business name of Contractor, Architect, Supplier or Engineer

By \_\_\_\_\_

Printed Name of Affiant: Robert K. Cooley  
Individually and on behalf of the Contractor



NOTARY PUBLIC (or CLERK or JUDGE)

Vickie L. Guy  
Subscribed and sworn before me this 11th day of March, 2024  
My Commission Expires 01/22/25 My Commission No. is 13000677

Note: 62 OKL.ST.ANN. § 310.9 (B), authorizes counties executing more than one contract, exceeding \$25,000.00 during the fiscal year, with an Architect, Contractor, Engineer or Supplier of Construction Materials to accept one affidavit applying to all work, services, or materials completed or supplied under the terms of awarded contracts, or which are needed on a continual basis; such affidavit to be in lieu of all individual affidavits for each invoice submitted in relation to such contract.



OKLAHOMA COUNTY PURCHASING  
OVERSIGHT PROCEDURE FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineering  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1st Floor Annex Entrance and Security

List employees and their responsibilities as it pertains to the above referenced solicitation:

Contract/Project Management:

Name and Job Title: Stacey Trumbo - Engineer  
General Duties: Main Point of Contact, Project Coordination

Name and Job Title: White + Associates (Owners Rep)  
General Duties: Oversite of Project

Name and Job Title: Nick Shoemaker  
General Duties: Project Manager

Financial Administrator For Life of Contract Name and Title:  
Kelly Thomas - ARPA Req. Officer

Receiving Officer Assigned Name and Title: Lauren Addison - Purchasing Officer

Requisitioning Officers Assigned Name and Title: Kelly Thomas - ARPA Req. Officer



OKLAHOMA COUNTY PURCHASING  
ADMINISTRATION OF FUNDS FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24120-07

Brief Description of scope of work: Construction and renovation of 1<sup>st</sup> Floor Annex  
Entrance and Security

Federal Entity: US Dept. of Treasury

Pass Thru Agency: N/A

Primary Contact: Stacey Trumbo  
General Duties: Project Coordinator

Governing Board: BOLL, Budget Board, PTC

Department Head: Stacey Trumbo  
General Duties: County Engineer - Overall Oversight

Project Manager: White + Associates (owners Rep)  
General Duties: Overall Oversight

Contractors: Jim Cooley Construction LLC  
Sub Contractors: Not known at this time

Requisitioning Officers Assigned Name and Title: Kelly Thomas - ARPA Rep. Officer



OKLAHOMA COUNTY PURCHASING  
STATEMENT OF FINANCIAL INTEREST FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1st Floor Annex Entrance and Security

To the best of my knowledge, neither I nor any member of my family has a direct or indirect interest in any of the firms submitting proposals for the consideration of the P24120-07 which conflicts or appears to conflict, with my duties as a Technical Evaluation member. It is Purchasing's position on that, a financial interest of any amount (for example: one share of stock) is a disqualifying financial interest for source selection purposes.

In the event that I later become aware of such financial interest, I agree to disqualify myself and to report this fact to the Director of Purchasing and to abide by any instructions which may be given to me in this matter.

*Note: Application for employment is considered a financial interest and must be reported.*

Date: 3/28/24 Signature: [Signature]  
Name and Title: Long Tran Purchasing Officer



OKLAHOMA COUNTY PURCHASING  
CONFLICT OF INTEREST FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex Entrance and Security

I certify that neither I, nor my immediate family, to the best of my knowledge, possess(es) any financial interest whatsoever with any employee, officer, or agent of Oklahoma County which is in any way involved in this solicitation. Should any employee, officer, or agent of Oklahoma County in which I or my immediate family have a financial interest, receive quotes or proposals, I will reveal immediately such interest to the Director of Purchasing. Further, I acknowledge my obligation to disclose in like manner any friendships; family or social relationships; past, present, or planned employment relationships, or any other type of relationship, such as housing or transportation arrangements, which might be perceived as compromising the independent judgment in connection with this solicitation.

Date: 3/28/24 Signature [Signature]  
Name and Title: Long Tran Purchasing Officer



**OKLAHOMA COUNTY PURCHASING  
CONFLICT OF INTEREST FORM**

**Date: 1-31-24**

**Bid/RFP #: 1st Floor Annex Entrance and Security**

**Description: P24120-07**

I certify that neither I, nor my immediate family, to the best of my knowledge, possesses any financial interest whatsoever with any employee, officer, or agent of Oklahoma County which is in any way involved in this solicitation. Should any employee, officer, or agent of Oklahoma County in which I or my immediate family have a financial interest, receive quotes or proposals, I will reveal immediately such interest to the Director of Purchasing. Further, I acknowledge my obligation to disclose in like manner any friendships; family or social relationships; past, present, or planned employment relationships, or any other type of relationship, such as housing or transportation arrangements, which might be perceived as compromising the independent judgment in connection with this solicitation.

Date: 3/11/2024 Signature \_\_\_\_\_

Name and Title: Robert K. Cooley, Managing Member



OKLAHOMA COUNTY PURCHASING  
DISCLOSURE OF SOURCE SELECTION INFORMATION

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex and security

I certify that I will make no unauthorized disclosure or release of any source selection information. This includes the contents of all proposals submitted in response to the P24120-07, and any evaluation thereof. I further certify that I will not discuss with any unauthorized person the Technical Evaluation Board's findings or decisions, the contractors' approaches, or any data generated during the selection process. I understand that unauthorized disclosure or release of any source selection information may subject me to disciplinary or adverse administrative action.

Date: 3/28/24 Signature: [Signature]  
Name and Title: Long Tran, Purchasing Officer



OKLAHOMA COUNTY PURCHASING  
NON COLLUSION EVALUATION FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Instructions: This form is to be completed by all Evaluation Team Members and shall be maintained in the contract file.

Solicitation Number: PM120-07

I, the undersigned, hereby certify to the best of my knowledge and belief the following:

1. Neither I, nor my immediate family possesses any financial interest in any company, parent or subsidiary, which has submitted a proposal or bid in response to the above referenced solicitation being considered by the Evaluation Team of which I am a member. Should I become aware of such a financial interest held by an immediate family member or myself, I will immediately reveal the interest to the chairperson of the Evaluation Team and the Purchasing Director.
2. I have not received or been promised any personal benefit for myself or my immediate family by any company or individual responding to the above referenced solicitation and agree to immediately notify the chairperson of the Evaluation Team and the Purchasing Director should such an offer be made to me or should I become aware of such an offer to a family member.
3. I acknowledge my obligation to disclose to the chairperson of the Evaluation Team and the Purchasing Director all contacts, any friendships, family or social relationships, past, present or planned employment relationships, or other accommodations offered or received by myself from an individual or company, parent or subsidiary, submitting a proposal or bid in this matter, which might be perceived as compromising my independent judgment in this evaluation.
4. I will not disclose or release any confidential information prior to award of the contract resulting from the above referenced solicitation. Confidential information includes, but is not limited to, the contents of all bids or proposals submitted in response to the referenced solicitation and any analysis or evaluation thereof, including but not limited to any recommendation for award.
5. I agree to disqualify myself from participation in the Evaluation Team should the chairperson of the Evaluation Team, officials of the acquiring state agency, or the Purchasing Director find my relationship with a company or individual submitting a bid or proposal in this matter as potentially being perceived to compromise my independent judgment in the solicitation evaluation process; and
6. I further agree and understand that failure to abide by the terms of this statement may subject me to adverse actions as authorized by law.

List of Bidders for Evaluation

1. Jim Cooley Construction
2. W. L. McNatt + Co.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Describe, if any, all current personal, business, and/or government relationships between yourself or your family members and any of the bidders listed above, including the name of the bidder and description of relationship on the lines below. If additional space is required in the box below, please attach additional pages.

Please describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator Signature: [Signature] Date: 3/28/24

Evaluator Printed Name: Long Tran Title: Purchasing Officer



OKLAHOMA COUNTY PURCHASING  
HISTORY OF PROCUREMENT FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Bid/RFP #: PC4120-07  
Description or Summary of Scope of Work:  
Construction and renovation of 1st Floor Annex and security

1. How was need initially identified? Departmental request during ARPA application process

2. If dollar amount exceeded county thresholds list all steps taken to stay within County Purchasing Guidelines: Went to competitive T&B process

3. Date request sent to Purchasing Department for quotes and or competitive bidding:  
4/2024

4. Brief Summary of how contract type was chosen and which contract type was chosen:

a. Quotes only: \_\_\_\_\_

(b) Invitation to Bid: \_\_\_\_\_

c. Request For Proposal: \_\_\_\_\_

d. Request For Qualifications: \_\_\_\_\_

5. Briefly describe steps taken for the selection/rejection of contractors/vendors:  
Went to competitive bid, evaluated and awarded



OKLAHOMA COUNTY PURCHASING  
DEBARMENT AND SUSPENSION STATEMENT

320 Robert S. Kerr, Ste. 321  
Oklahoma City, OK 73102

Chantel Boso, CPO  
purchasing@oklahomacounty.org  
405.713.1490

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that It and Its principals:

- (a)  Are  are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b)  Have  have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c)  Are  are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d)  Have  have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
3/11/2024  
Date

\_\_\_\_\_  
Robert K. Cooley, Managing Member  
Typed or Printed Name

\_\_\_\_\_  
Contractual Agreement No.

If available, please provide:

DUNS #: 00-746-5313

CAGE #: 0M6L5



OKLAHOMA COUNTY PURCHASING  
DEBARMENT FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24180-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex Entrance and Security

INTERNAL PROCEDURES FOR CERTIFICATION REGARDING DEBARMENT & SUSPENSION

Any solicitation receiving or having the potential to receive federal funding will require the assigned Purchasing Agent for the solicitation to confirm and initial the following:

- (1.) AM Verify vendor has completed and signed the Debarment and Suspension Statement. This document must be kept in the solicitation/contract file. A scanned copy must be kept in the associated solicitation/contract file located in the Purchasing Drive.
- (2.) AM Verify debarment and/or suspension status on WWW.SAM.GOV. Print results and/or screen shot the online results and keep these records in the associated solicitation/contract files described above.

Ashley McMichael

Purchasing Agent Name



# JIM COOLEY CONSTRUCTION, LLC.

Unique Entity ID GM2JGHSJ6541	CAGE / NCAGE 0M6L6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 16, 2025	
Physical Address 1000 NE 36TH ST STE 106 Oklahoma City, Oklahoma 73111-5219 United States	Mailing Address P O Box 54619 Oklahoma City, Oklahoma 73154-1619 United States	

## Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Oklahoma 05	State / Country of Incorporation Oklahoma / United States	URL <a href="http://www.cooleyconstruction.com">http://www.cooleyconstruction.com</a>

## Registration Dates

Activation Date Jan 19, 2024	Submission Date Jan 17, 2024	Initial Registration Date Oct 17, 2001
---------------------------------	---------------------------------	-------------------------------------------

## Entity Dates

Entity Start Date Jun 1, 1964	Fiscal Year End Close Date Mar 31
----------------------------------	--------------------------------------

## Immediate Owner

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

## Highest Level Owner

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

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-202). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

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

## Exclusion Summary

Active Exclusions Records?  
No

## SAM Search Authorization

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

## Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

**Socio-Economic Types**

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

**Financial Information**

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0M6L5

**Point of Contact**

<b>Electronic Business</b>	
<input checked="" type="checkbox"/> Robert COOLEY	P O Box 54619 Oklahoma City, Oklahoma 73154 United States

<b>Government Business</b>	
<input checked="" type="checkbox"/> MARY Karbs, Accounting Mgr	PO Box 54619 Oklahoma City, Oklahoma 73154 United States

<b>Past Performance</b>	
<input checked="" type="checkbox"/> ROBERT Cooley	PO Box 54619 Oklahoma City, Oklahoma 73154 United States
Mary Karbs	PO Box 54619 Oklahoma City, Oklahoma 73154 United States

**Service Classification**

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238140	Masonry Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238220	Plumbing, Heating, And Air-Conditioning Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	722310	Food Service Contractors

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$20,000,000.00
Service Aggregate	\$20,000,000.00

Last updated by Robert Cooley on Jun 17, 2024 at 04:57 PM

JIM COOLEY CONSTRUCTION, I.I.C.

Service Per Contract	\$7,500,000.00
Construction Per Contract	\$7,500,000.00

States  
Any

Counties  
(blank)

Metropolitan Statistical Areas  
(blank)



OKLAHOMA COUNTY PURCHASING  
FEDERAL PROCUREMENT POLICY FOR AFFIRMATIVE ACTION

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineer  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex and Security

Any solicitation receiving or having the potential to receive federal funding will require the assigned Purchasing Agent for the solicitation to confirm and initial the following:

(1)  Place qualified small and minority businesses and women's business enterprises on

solicitation list

a.  Solicitation submitted to the Oklahoma Department of Commerce who will then proactively solicit Women and Minority Owned Businesses registered through the Department of Commerce depending on the scope of work required.

b.  Solicitation submitted to Office of Management & Enterprise Services who will then proactively solicit Disabled Veteran Owned Businesses registered through their Disabled Veteran Program.

c.  Solicitation submitted to Oklahoma Department of Transportation who will then proactively solicit Women and Minority Owned Businesses registered through the Oklahoma Department of Transportation for construction projects.

(2)  Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (include and list in affidavit of mailing)

(3)  Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises  
Provide summary if this was accomplished or if this was not accomplished:

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



OKLAHOMA COUNTY PURCHASING  
FEDERAL PROCUREMENT POLICY FOR AFFIRMATIVE ACTION CONTINUED

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

- (4) N/A Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- (5)  Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- (6)  Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Require to be included in contract for services)

*L. J. Boso*  
Purchasing Agent Name

3/28/24  
Date



OKLAHOMA COUNTY PURCHASING  
DEPARTMENT EVALUATION FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineering  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex Entrance and Security

1. Attached are bid tabulations, copies of bids, and brochures that were submitted to Purchasing for the above stated Bid/RFP number.

2. The enclosures submitted in response to the subject solicitation, is/are forwarded for your evaluation. In conducting your evaluation, please document in writing the technical acceptability of each of the bids/proposals evaluated. You should be very specific; cite paragraph numbers from specifications listed in the solicitation, if applicable, and tell how each item offered met the specification requirements. Comments such as "Reasonable" or "Unreasonable" are not recommended.

3. If award is being made using specific "best value" criteria please include copies of scoring tool, reference checks, and all other evaluation documentation including a summary explanation with the award recommendation.

4. Questions should be directed to Chantel Boso, Purchasing Director, at 405.713.1490 or via e-mail: [chantel.boso@oklahomacounty.org](mailto:chantel.boso@oklahomacounty.org).

Attachments:  
*EVALUATION CHECKLIST*

INTEROFFICE MEMO

Date: March 27, 2024  
To: Chantel Boso, Purchasing Director  
From: Long Tran, Purchasing Officer  
Subject: Recommendation for P24120-07 1st Floor Annex Entrance and Security

\*\*\*\*\*  
An invitation to bid was sent to Oklahoma County registered vendors, as well as multiple other online platforms seeking qualified vendors for the 1st Floor Annex Entrance and Security. A Prebid meeting was held on February 19, 2024 where thirteen contractors attended. Two proposals were received from Jim Cooley Construction LLC and W.L. McNatt & Company.

Based upon the feedback and recommendations from the evaluation team including Architect, Engineering, and White & Associates, Owner's Rep, I am recommending award to the low Jim Cooley Construction LLC for their bid in the amount of \$1,618,000.00.

Selection of Lowest and Best Bidder

Of

1st Floor Annex Entrance and Security

Award Number: 07-2024

Date: March 27, 2024

Bid Number: P24120-07

Bid Period: Date of Award through completion

Jim Cooley Construction LLC  
1900 NE 36th Street, Suite 106  
Oklahoma City, OK 73111  
Contact: Robert Cooley  
Phone: 405-528-8093  
Email: RCooley@cooleyconstruction.com

OKLAHOMA COUNTY, OKLAHOMA  
OKLAHOMA COUNTY PURCHASING AGENT

This is not a Purchase Order. This is only a notice to the successful bidder. No order may be placed without a Purchase Order being issued by Oklahoma County.

Attest:

Manena Grant

County Clerk  
(SEAL)



Board of County Commissioners  
Of Oklahoma County, Oklahoma

Erin Maughan

Chairman

Cavie Blumett

Member

Steph De

Member

<p><b>1st Floor Annex Entrance and Security</b></p>	<p><b>W.L. McNatt &amp; Company</b>  2000 E. Britton Road  Oklahoma City, OK 73131</p> <p>Contact: Jason Masterson  Phone: 405-232-7245  Email: Jason@wlmcnatt.com</p>	<p><b>Jim Cooley Construction, LLC</b>  1900 NE 36th Street, Suite 106  Oklahoma City, OK 73111</p> <p>Contact: Robert Cooley  Phone: 405-528-8093  Email: RCooley@cooleyconstruction.com</p>
<p><b>PROJECT NUMBER</b>  P24120-07</p>		
<p>Bid Opening March 13, 2024 at 9:00AM</p>		
<p>NON COLLUSION RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>AFFIDAVIT FOR CONTRACTS AND PAYMENTS RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>CONFLICT OF INTEREST RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>BUSINESS RELATIONSHIPS AFFIDAVIT RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>DEBARMENT RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>BYRD ANTI-LOBBYING CERTIFICATION RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>BID BOND RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p>AMENDMENTS RECEIVED</p>	<p>YES</p>	<p>YES</p>
<p><b>GENERAL CONDITIONS:</b></p>	<p>\$269,880.00</p>	<p>\$196,000.00</p>
<p><b>ABATEMENT:</b></p>	<p>\$165,000.00</p>	<p>\$168,000.00</p>
<p><b>DEMOLITION:</b></p>	<p>\$174,000.00</p>	<p>\$116,000.00</p>
<p><b>CONCRETE:</b></p>	<p>\$41,320.00</p>	<p>\$2,000.00</p>
<p><b>MASONARY:</b></p>	<p>\$52,000.00</p>	<p>\$88,000.00</p>
<p><b>WINDOWS AND DOORS:</b></p>	<p>\$200,000.00</p>	<p>\$329,000.00</p>

INTERIOR FINISHES:	\$470,000.00	\$193,000.00
SPECIALTIES:	N/A	\$0.00
FIRE SUPPRESSION:	\$27,000.00	\$11,000.00
PLUMBING:	\$21,500.00	\$5,000.00
HVAC:	\$500,000.00	\$197,000.00
ELECTRICAL:	\$300,000.00	\$71,000.00
COMMUNICATIONS/SECURITY:	\$116,300.00	\$168,000.00
EXTERIOR IMPROVEMENTS:	\$18,000.00	\$52,000.00
UTILITIES:	N/A	\$0.00
ALTERNATE:	\$6,000.00	\$22,000.00
TOTAL BID AMOUNT:	\$2,361,000.00	\$1,618,000.00
AMOUNT WRITTEN OUT:	TWO MILLION THREE HUNDRED SIXTY ONE THOUSAND	ONE MILLION SIX HUNDRED EIGHTEEN THOUSAND
PRICING FOR TOTAL PROJECT AMOUNT:	\$2,355,000.00	\$1,618,000.00

AMOUNT WRITTEN OUT:	TWO MILLION THREE HUNDRED FIFTY FIVE THOUSAND	ONE MILLION SIX HUNDRED EIGHTEEN THOUSAND
PRICING FOR ALTERNATE AMOUNT:	\$6,000.00	\$22,000.00
AMOUNT WRITTEN OUT:	SIX THOUSAND	TWENTY TWO THOUSAND
SCHEDULE/TIMEFRAME:	12 MONTHS/365 CALENDAR DAYS	12 WKS SUBMITTALS & LEAD TIME, 40 WKS CONSTRUCTION
AVAILABILITY:	JULY 8, 2024	14 DAYS, PLEASE ALLOW TIME FOR ANY REQUIRED PERSONNEL SEC. CLEARANCES
EVALUATIONS NOTES:		

March 18, 2024

108 South Broadway  
Edmond, Oklahoma  
73034

405.840.1111 voice

Stacey Trumbo  
Oklahoma County Engineer  
Oklahoma County Government  
320 Robert S. Kerr  
Oklahoma City, Oklahoma 73102

Re: Oklahoma County 2020 Security Improvements Package 3  
Project No: ARPA Project 10067

Mr. Trumbo:

Architecture

In reference to the subject project, construction bids were opened on March 13, 2024 by the Oklahoma County Clerk in accordance with the bid announcement and associated documents.

Two (2) bids were received, the lowest submitted by Jim Cooley Construction, LLC. Their bid of \$1,618,000.00 including alternates has been confirmed and it is therefore our recommendation to accept this bid and enter into contract for the required work.

Interiors

Please advise if you should have any questions or require additional information.

Sincerely,  
SA Studio



Thomas Small, AIA/NCARB  
Managing Partner ~ Founding Principal

Planning

Project  
Performance

# WHITE & ASSOCIATES

March 18, 2024

Mr. Stacey Trumbo  
Oklahoma County Engineer  
Oklahoma County Government  
320 Robert S Kerr  
Oklahoma City, Oklahoma 73102

RE: ARPA Project 10067 Annex Security / Front Entrance

Dear Mr. Trumbo,

White and Associates, LLC, per our contract requirements, have reviewed the bids and bidders of the ARPA # 10067 Annex Security / Front Entrance project. Jim Cooley Construction, LLC was the low bid at \$1,618,000 which includes a price of \$22,000 for Alternate 1.

We have reviewed the bid documents and summarized our considerations as follows:

1. Cooley Construction attended the mandatory pre-bid on February 19, 2024.
2. Cooley Construction submitted their Bid to Oklahoma County within the required time frame of March 1, 2024, by 2:00 pm.
3. Cooley Construction correctly completed all required documents within the bid package.
4. Our review of the total pricing is within reason considering the construction market in Oklahoma.
5. Cooley Construction provided a 52-week schedule which is reasonable and meets the requirements of the bid documents.
6. Cooley Construction is an established contractor in Oklahoma with an extensive portfolio of projects similar to the scope of work associated with the Annex Security / Front Entrance project.
7. White and Associates contacted several of the references provided in the bid document with each reference noting that Cooley Construction successfully completed their project timely and within budget and would have no reservations in working with them again.

Taking all the above into consideration and in accordance with ARPA requirements, White and Associates, LLC would recommend awarding this project to Jim Cooley Construction, LLC.

White and Associates, LLC

  
Mike Partlow



OKLAHOMA COUNTY PURCHASING  
DEPARTMENT EVALUATION FORM

320 Robert S. Kerr, Ste. 117  
Oklahoma City, OK 73102

Chantel Boso, CPO  
chantel.boso@oklahomacounty.org  
405.713.1490

Date: 3/24  
Department: Engineering  
Attn: Purchasing  
Bid/RFP #: P24120-07  
Description: Construction and renovation of 1<sup>st</sup> Floor Annex Entrance and Security

VENDOR: Jim Coofay Construction

The contractor possesses the following:

- Signed Affidavit for Competitive Bid
- Product/Service Proposal
- Pricing Section (if applicable)
- Able to perform successfully under the terms and conditions of the proposed procurement
- Contractor Integrity
- Compliance with Public Policy
- Record of Past Performance
- Financial Resources
- Technical Resources
- There are many different methods of conducting evaluations to determine best value. It is required to produce a statement of the relative strengths, deficiencies, significant weaknesses, and risks supporting the evaluation rating method. Utilize a Bid Tabulation worksheet to accomplish this and attach to this signed checklist.

[Signature] 3/28/24  
Evaluator Name and Date



OKLAHOMA COUNTY  
NON COLLUSION AFFIDAVIT FORM  
REQUIRED FOR COMPETITIVE BID

Date: 1-31-24  
Bid/RFQ #: 1st Floor Annex Entrance and Security  
Description: P24120-07

I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the 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 County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

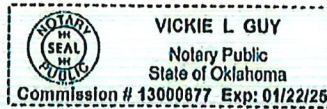
No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, and corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Company Name: Jim Cooley Construction, LLC  
Bidder's Name and Title (Type or Print): Robert K. Cooley, Managing Member

Bidder's Signature: \_\_\_\_\_ Date: 3/11/2024

NOTARY PUBLIC (or CLERK or JUDGE)



Vickie L. Guy  
Subscribed and sworn before me this 11th day of March, 2024  
My Commission Expires 01/22/25 My Commission No. is 13000677

Based on S.A.&I. Form 1-0425 (2000)



OKLAHOMA COUNTY  
BUSINESS RELATIONSHIPS AFFIDAVIT

Date: 1-31-24  
Department: Purchasing  
Bid/RFP #: 1st Floor Annex Entrance and Security  
Description: P24120-07

I certify that the nature of any partnerships, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

NONE

(If none, so state: use additional sheet if necessary)

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:

NONE

(If none, so state: use additional sheet if necessary)

And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

NONE

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary)

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

Bidder's Name and Title (Type or Print): Robert K. Cooley, Managing Member

Bidder's Signature: \_\_\_\_\_ Date: 3/11/2024

NOTARY PUBLIC (CLERK) Vickie L Guy

VICKIE L. GUY  
Notary Public  
State of Oklahoma  
Commission No. 13000677 Exp: 01/22/25

Subscribed and sworn before me this 11th day of January, 2024.

My Commission Expires 01/22/25 My Commission No. is 13000677



## FEDERAL FORMS CHECKLIST

ARPA PROJECT NAME AND ASSOCIATED NUMBER:

ARPA #10067 – Annex Front Entrance

P24120 – 07 1<sup>st</sup> Floor Annex Entrance and Security

- PROOF OF MAILING AFFIDAVIT (I)
- REQUEST FORM (I)
- OVERSIGHT PROCEDURE (I)
- ADMINISTRATION OF FUNDS (I)
- STATEMENT OF FINANCIAL INTEREST (I)
- CONFLICT OF INTEREST (I)
- CONFLICT OF INTEREST FORM FOR BIDDERS (E)
- DISCLOSURE OF SOURCE SELECTION INFORMATION (I)
- NON COLLUSION EVALUATION FORM (I)
- HISTORY OF PROCUREMENT (I)
- DEBARMENT AND SUSPENSION STATEMENT (E)
- DEBARMENT AND SUSPENSION FORM (I)
- AFFIRMATIVE ACTION POLICY (I)
- DEPARTMENT EVALUATION (I)
- DEPARTMENT EVALUATION CHECKLIST (I)
- VENDOR TELEPHONE QUOTE SHEET (I) N/A
- NON COLLUSION AFFIDAVIT (E)
- BUSINESS RELATIONSHIP AFFIDAVIT (E)
- CHECKLIST FOR REVIEWING PROCUREMENTS BY FEDERAL GRANT RECIPIENTS AND SUBRECIPIENTS (I)
- SOLICITATION PACKET FOR FEDERAL PROCUREMENT

PACKET COMPLETED BY: Long Tran DATE: 4/1/2024

ACCENTURE REVIEW: DD DATE: 5/7/2024

Jim Cooley Construction, LLC.  
1900 NE 36<sup>th</sup> Street, Suite 106  
Oklahoma City, OK 73111  
(405) 528-8093



Oklahoma County Clerk's Office  
Attn: Sealed Bid  
320 Robert S. Kerr, Suite 321  
Oklahoma City, OK 73102

Bid #P24120-07  
1<sup>st</sup> Floor Annex Entrance and Security  
March 11, 2024 @ 2:00 p.m. CST

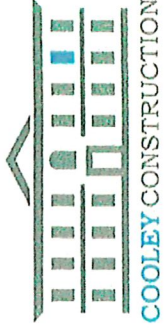
FILED IN OFFICE  
Oklahoma County Clerk

MAR 11 2024

*[Signature]*  
Deputy

1:48pm

Jim Cooley Construction, LLC.  
1900 NE 36<sup>th</sup> Street, Suite 106  
Oklahoma City, OK 73111  
(405) 528-8093



Oklahoma County Clerk's Office  
Attn: Sealed Bid  
320 Robert S. Kerr, Suite 321  
Oklahoma City, OK 73102

Bid #P24120-07  
1<sup>st</sup> Floor Annex Entrance and Security  
Price Sheet B – Accounting Breakdown  
March 11, 2024 @ 3:00 p.m. CST

FILED IN OFFICE  
Oklahoma County Clerk

MAR 11 2024

*[Signature]*  
Deputy

1:48 pm

## Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

**Instructions:** Each standard below is followed by a block for "Yes", "No", or in some cases, "Not applicable". Red font is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

1. Does the procurement comply with the State's own procurement laws, rules, and procedures? §200.317  Yes No

2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322.  Yes No N/A - work does not involve the use of materials (e.g., debris removal or other services)

3. Does the contract include the following clauses?

a. If the contract amount exceeds \$150,000, does it address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties?  Yes No N/A

b. If the contract amount exceeds \$10,000, does it address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement?  Yes No N/A

c. If the contract is for construction, does it include the required 59ual Employment Opportunity clause?  Yes No N/A

d. For construction contracts exceeding \$2,000 awarded under a Federal grant, does the contract include a Davis-Bacon Act clause and Copeland "Anti-Kickback" Act clause addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] Yes No  N/A

e. If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include a Contract Work Hours and Safety Standards clause?  Yes No N/A

f. Rights to Inventions Made Under a Contractor Agreement.  N/A

g. If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act?  Yes No N/A

h. Does the contract include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)?  Yes No

Will be on Construction Contract

- i. Does the contract include a Suspension and Debarment clause?  Yes  No
- j. Does the contract include an Antilobbying clause?  Yes  No
  - i. For contracts exceeding \$100,000, have bidders submitted an Antilobbying Certification?  Yes  No  N/A
- k. Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?  Yes  No  N/A - work does not involve the use of materials (e.g., debris removal or other services)

4. General Requirements

- a. Does the procurement comply with the County's own procurement laws, rules, and procedures? §200.31S(a)  Yes  No
- b. Does the County maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §200.318(b)  Yes  No
- c. Does the County have - §200.318(c)(1):
  - i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts?  Yes  No
  - ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?  Yes  No
  - iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?  Yes  No
  - iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.  Yes  No

The County must avoid acquisition of unnecessary or duplicative items. Has the County *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d)  Yes  No

- d. *Encouraged*, but not required standards.
- e. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources?* § 200.318(h)  Yes  No
- f. *Is the County keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?* § 200.318(i)  Yes  No
- g. *Is the contract a time-and-materials contract?* § 200.318(j) Yes  No
- h. If so, has the NFE documented why no other contract is suitable?  
Yes  No
- ii. Does the contract include a ceiling price that the contractor exceeds at its own risk?  
Yes  No
- i. *Is the County alone responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements?* § 200.318(k)  Yes  No

#### 5. Competition:

- a. All procurement transactions must be conducted in a manner providing *full and open competition* consistent with the standards of this section. Does *the procurement involve any of the following* § 200.319(a):
- i. Placing unreasonable requirements on firms in order for them to qualify to do business? Yes  No
- ii. Requiring unnecessary experience and excessive bonding? Yes  No
- iii. Noncompetitive pricing practices between firms or between affiliated companies? Yes  No

- iv. Noncompetitive contracts to consultants that are on retainer contracts?  
Yes  No
  - v. Organizational conflicts of interest? Yes  No
  - vi. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement? Yes  No
  - vii. Any arbitrary action in the procurement process? Yes  No
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) · Yes  No N/A
- c. Does the contract include a state or local geographic preference for local contractors? § 200.319(b) Yes  No
- d. Do the County's written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
- i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1)  Yes No
  - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2)  
 Yes No
- e. If the County is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d)  N/A
- i. Is the list current? · Yes · No
  - ii. Does the list include enough qualified sources to ensure maximum open and free competition? · Yes · No
  - iii. Were any potential bidders precluded from qualifying during the solicitation period? Yes No

6. Method of Procurement

a. Is the County using one of the following acceptable methods of procurement?  
§ 200.320

i. Micro-purchase (i.e., purchases below \$10,000, see, §200.67 Micro purchases). § 200.320(a) Yes No

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the County considers the price to be reasonable.]

1. To the extent practicable, is the County distributing micro purchases equitably among qualified suppliers? Yes No N/A - not practicable

ii. Small purchase procedures § 200.320(b) Yes No

1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *lesser* of either (1) the federal small purchase threshold (i.e., \$250,000), or (2) whatever amount State or local procurement rules set as

the small purchase threshold - *if more restrictive than the federal threshold.*]

2. Did the County obtain price or rate quotations from an adequate number of qualified sources? Yes No

iii. Sealed bids § 200.320(c)  Yes  No

1. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]

2. Are *all* of the following conditions to use sealed bidding present?

§ 200.320(c)(1)  Yes  No

a. A complete, adequate, and realistic specification or purchase description is available  Yes  No

b. Two or more responsible bidders are willing and able to compete effectively for the business  Yes  No

c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price  Yes  No

3. *If sealed bids are used, the following requirements apply:*  
§ 200.320(c)(2)

- a. Did the County solicit bids from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids?  Yes  No
- b. If the County is a local or tribal government, was the invitation for bids publicly advertised?  Yes  No  N/A
- c. Did the Invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond?  Yes  No
- d. Did the County open all bids at the time and place prescribed in the invitation for bids?  Yes  No
- e. For local and tribal governments, were the bids opened publicly?  Yes  No  N/A
- f. Did the County award a firm fixed price contract award in writing to the lowest responsive and responsible bidder?  
 Yes  No
- g. If any bids were rejected, was there a sound documented reason supporting the rejection?  Yes  No  N/A

iv. Procurement by competitive proposals § 200.320(d)

Yes No  N/A

- 1. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]
- 2. Did the County publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? Yes  No
- 3. Did the County solicit proposals from an adequate number of qualified sources? Yes  No
- 4. Did the County have a written method for conducting technical evaluations of the proposals received and for selecting recipients? Yes  No

5. Did the County award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered?  
Yes No

6. [Note regarding architectural/engineering (A/E) professional services: The County may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.]

v. Noncompetitive proposals § 200.320(f) Yes No

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]

2. Do one or more of the following circumstances apply? Yes No

a. The item is available only from a single source Yes No

b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation Yes No

c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity Yes No

d. After solicitation of a number of sources, competition is determined inadequate. Yes No

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a. Has the County taken the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are

used when possible? § 200.321  Yes  No · N/A (document)

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists?  Yes  No N/A (document)

ii. Assuring that small and minority businesses, and women's business enterprises are

iii. solicited whenever they are potential sources?  Yes  No N/A- no potential sources (document)

- iv. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? Yes No  N/A – not economically feasible (document)
- v. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises? Yes No  N/A – the requirement does not permit (document)
- vi. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce:  Yes No  N/A – not appropriate (document)
- vii. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above?  Yes No  N/A – no subcontracts will be let (document)

8. Contract cost and price

- a. If the contract amount (including contract modifications) exceeds \$150,000, did the County perform a cost or price analysis? § 200.323(a) Yes No  N/A
- b. Did the County negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed? § 200.323(b) Yes No  N/A
- c. Is the contract a "cost plus a percentage of cost" or "percentage of construction cost" contract? [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement ] Yes  No

9. Bonding requirements for construction or facility improvement contracts exceeding \$150,000

- a. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]
- b. If such a determination (see above) has not been made, does the procurement include the following?  Yes No  N/A
  - i. A bid guarantee from each bidder equivalent to five percent of the bid price?  Yes No  N/A
    - 1. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual

documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for 100 percent of the contract price?

Yes       No     N/A

1. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price.

Yes       No     N/A

1. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST

=====  
 Bill To | Requisition 12406846-00 FY 2024  
 | Acct No:  
 | 1415-00-373-308-000-000-55025 -AR067  
 | Review:  
 | Buyer: 6065bbkeltho  
 | Status: Allocated | Page 1  
 =====

Vendor  
 JIM COOLEY CONSTRUCTION LLC  
 1900 NE 36TH ST  
  
 OKLAHOMA CITY, OK 73111

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/24	003022				Construction Projects

LN	Description / Account	Qty	Unit Price	Net Price
001	AR067 Annex Front Entrance P&G 7-19-2022 BoCC 8-15-2022 BB 11-17-2022 Increase Project Amount P&G 4-23-2024 BoCC 5-1-2024 BB 5-16-2024	1.00 EACH	1618000.00000	1618000.00
1	1415-00-373-308-000-000-55025 -AR067 E AR067 -ARPA -CONSTRUCT -			1618000.00

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

**Requisition Link**

Requisition Total 1618000.00

\*\*\*\*\* Project Ledger Summary Section \*\*\*\*\*

Account		Amount	Remaining Budget
E AR067 -ARPA -CONSTRUCT -		1618000.00	975515.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account		Amount	Remaining Budget
---------	--	--------	------------------

```
=====
Bill To                                     Requisition 12406846-00  FY 2024
|
| Acct No:
| 1415-00-373-308-000-000-55025 -AR067
| Review:
| Buyer: 6065bbkeltho
| Status: Allocated
|
=====
```

Vendor  
 JIM COOLEY CONSTRUCTION LLC  
 1900 NE 36TH ST  
  
 OKLAHOMA CITY, OK 73111

Ship To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Deliver To  
 OKLAHOMA COUNTY COMMISSIONERS  
 320 ROBERT S KERR  
 ROOM 101  
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/24	003022				Construction Projects

Account	Amount	Remaining Budget
1415-00-373-308-000-000-55025 -AR067	1618000.00	296570.00
Engineer ARPA Const Projects	Building Improvement	