

**The City of Moore  
Moore, Oklahoma**



**BID #1617-08**

**Construction Services**

**S. Telephone Road Widening**



**City of Moore**

**Office of City Clerk, Purchasing Division**

**301 N. Broadway Avenue, Suite 142**

**Moore, Oklahoma 73160**

CITY OF MOORE  
BID #1617-08

NOTICE IS HEREBY GIVEN that the City of Moore will receive sealed bids in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for CONSTRUCTION SERVICES FOR S. TELEPHONE ROAD WIDENING. Bids will not be accepted after 1:00 p.m., CST, Monday, May 1, 2017.

The City of Moore ("City") is seeking sealed bids for construction services for the widening of S. Telephone Road.

There will be a Mandatory Pre-Bid Meeting held at 2:00 p.m., Wednesday, April 12, 2017, Moore City Hall, City Council Chambers, 301 North Broadway, Moore, Oklahoma 73160.

Bidders shall submit sealed bids, one (1) "Original", nine (9) hard copies, and one (1) electronic copy, addressed to the Office of the City Clerk, Purchasing Division. Bids must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"BID #1617-08"  
"CONSTRUCTION SERVICES FOR S. TELEPHONE ROAD WIDENING"

Late bids will not be accepted under any circumstances. Any bid received after the scheduled time for closing will be returned to the bidding firm unopened. Sole responsibility rests with the bidding firm to see that their bid is received on time. If submitted bids do not include all requested and required documents, they will be rejected for noncompliance with bid requirements.

The City of Moore/Moore Public Works Authority reserves the right to reject any and all responses; waive irregularities and formalities in any proposal submitted.

The City of Moore is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent  
(405) 793-5022



## **SOLICITATION OVERVIEW**

### **The City of Moore is soliciting Sealed Bids for:**

**TITLE:** S. Telephone Road Widening, Project #I-05-W-LMA  
**BID Number:** 1617-08  
**Due Date:** 1 : 00 p.m., Monday, May 1, 2017  
**Location:** City of Moore, Purchasing Division  
301 N. Broadway Ave. Suite 142  
Moore, OK 73160

### **Mandatory Pre-Bid Meeting:**

**Date:** April 12, 2017  
**Time:** 2:00 p.m.  
**Location:** City Council Chambers  
Moore City Hall  
301 N. Broadway  
Moore, OK 73160

### **Public Opening of Bids:**

There will be a public opening of proposals in the City Council Chambers following the submission due time/date, May 1, 2017 at 2:00pm. Interested parties are invited to attend.

**Submit written questions to:** [cdbg-dr@cityofmoore.com](mailto:cdbg-dr@cityofmoore.com)

**Questions may be submitted through 5:00 p.m., April 14, 2017.**

- Questions shall be submitted in writing to the email address above. Verbal questions are permitted, however, they must still be submitted in writing to the email address provided.
- Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

# I. Overview

## **A. INVITATION FOR BIDS**

The City of Moore ("City") is seeking sealed bids for construction services for the widening of S. Telephone Road. For Construction details for the project see Exhibit A, Proposed Roadway Modification and Signal Plan Telephone Road between Sonic Drive and SW 14<sup>th</sup> St, prepared by Cabbiness Engineering and Traffic Engineering Consultants, INC. (TEC).

## **B. PROJECT FUNDING**

Firms should note that all construction activities will be funded through Community Development Block Grant Disaster Recovery ("CDBG-DR") grants. Accordingly, the construction contract will include specific federal grant requirements for completion and payment.

## **C. FEDERAL REQUIREMENTS**

All responding firms must meet all Federal requirements for the duration of the contract and must meet record retention requirements for a three year period after contract closeout. (Exhibit I)

## **D. STATE REQUIREMENTS**

All responding firms must meet all State of Oklahoma requirements for the duration of the contract.

## **E. CITY REQUIREMENTS**

The contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. Upon award contractor shall supply the following documents:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred thousand dollars (\$100,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Proof of Workers' Compensation Insurance - as required by the State of Oklahoma General Liability Insurance as required by the State of Oklahoma Governmental Tort Claims Act, (51 O.S., S 151 – 167).

## **BONDS**

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be executed by surety companies licensed to do



business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

**Bid Bond**

Bidders will include with the return bid form, the non-collusion affidavit that has been properly executed, and a bid bond, bank check or irrevocable letter of credit for 5% of the bid if bid is over \$50,000. A bid bond must be included in the bid submittal.

**Performance Bond** - A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the specifications. Upon award of the bid, bond shall be submitted to the City of Moore.

**Statutory Bond** - A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact amount guaranteeing payment in full for all materials and labor used in the construction of the work. Upon award of the bid, bond shall be submitted to the City of Moore.

The insurance policies shall be issued by a company approved by the City of Moore. The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. Certificates of Insurance shall be delivered to the City of Moore prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

**G. PROJECT SCHEDULE**

- A. Project implementation will occur immediately upon contract signing and the issuance of a Notice to Proceed.
- B. Firms will be paid based on completion of all required tasks and clearance by the City and the appropriate agencies.
- C. Bid submittal must include a project schedule.

**F. ELIGIBILITY**

The Sealed Invitation for Bids is open to all properly insured firms. Firms may utilize a team or partner approach which includes multiple firms. The City encourages Women owned, Minority owned and Section 3 businesses to apply or to partner with applying firm.

**G. BID DEADLINE**

Bidders shall submit one (1) "Original", nine (9) hard copies, and one (1) electronic copy (USB flash drive). The proposal must be sealed and clearly marked as **Bid #1617-08 S. Telephone Road Widening** and delivered to:

City of Moore Purchasing Department  
301 N. Broadway Ave. Suite 142  
Moore, OK 73160

No later than **1:00pm on May 1, 2017**. Proposals received after the submittal deadline shall be

considered void and unacceptable and shall be returned unopened to the respondent. Public Opening will be at 2:00pm on May 1, 2017.

Barbara Furgiani, Purchasing Agent, 405-793-5022

Questions can be directed to Jared Jakubowski, Grants Manager, 405-793-4571.

## II. Scope of Work

Bid #1617-08 S. Telephone Road Widening, project #I-05-W-LMA, will follow the Construction Plans "Roadway Modification and Signal Plan Telephone Road between Sonic Drive and SW 14<sup>th</sup> St." completed by Traffic Engineering Consultants, Inc. (TEC) and Cabbiness Engineering (Exhibit A).

The project shall be constructed without closing the existing road to local and through traffic.

Any item not covered in the standard specifications or in the special provisions or the general notes or shown in the summary of quantities shall be considered as incidental construction for which the contractor is responsible, but shall not receive additional payment.

The contractor shall be responsible for the replacement of all traffic control devices damaged, destroyed or removed during construction. All traffic control devices install shall be in accordance with the latest traffic standards and specifications and shall conform to the latest edition of the manual uniform traffic control devices. Relocate or replace of all existing warning and regulatory signs as necessary. All street name signs are to be relocated as needed. The contractor shall be responsible for any and all relocations and installation or replacement.

All features of this project including, but not limited to, sidewalks, curbs, ramps, and crosswalk markings shall comply with the Americans with Disabilities Act, Accessibility Guidelines, and the interim final rules for public right of way published in the federal register, Monday June 20, 1994.

Bid shall include removal of all existing roadway drainage structures, headwalls (unless otherwise specified), inlet, fences, and other structures within the right of way.

The controller to be used on this project shall be provided by the City.

The installation of a vehicle detection system shall be furnished and installed by the Contractor.

Red, yellow, and green LED traffic signal heads shall be furnished and installed by the Contractor.

**Add Alternate #1:** Mill and Overlay beginning SW 17<sup>th</sup> and Telephone to concrete transition around 500 block of Telephone Road. For construction details, refer to Construction Plans, "Proposed Roadway Mill & Overlay between SW 13<sup>th</sup> St. and SW 4<sup>th</sup> St." (Exhibit B)

**Add Alternate #2:** Construction of Gateway at SW 11<sup>th</sup> St. and Telephone. For construction details, refer to “Entry Layout & Planting Plan SW 11<sup>th</sup> St. Entrance” prepared by Planning Design Group (PDG) (Exhibit C).

## III. Submittal Requirements

- Proof of insurance and bid bond
- Project Schedule
- **Exhibit D** Non-Collusion Affidavit
- **Exhibit E** Certification Regarding Lobbying
- **Exhibit F** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- **Exhibit G** MOB/WOB/Section 3 Business (if Applicable)
- **Exhibit H** Form 4400 A & B Cost Analysis
- **Exhibit I** Conflict of Interest Certification

## IV. Evaluation and Selection

### SELECTION AND AWARD PROCESS

**Special Condition: Sealed Bid in accordance with the Federal procurement requirements contained in 2 CFR 200.320(c)**

#### **2 CFR 200.320(c) Methods of procurement to be followed.**

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;  
(ii) Two or more responsible bidders are willing and able to compete effectively for the business;  
and

(iii) 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.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

## V. Miscellaneous

The City of Moore reserves the right to make an award from proposals as submitted and without oral presentations or discussions, therefore, bidders are encouraged to make their most advantageous and competitive offer in their original proposal

This Bid is a solicitation and not an offer to contract. The City of Moore reserves the right to terminate, modify, abandon or suspend the process; reject any or all submittals; modify the terms and conditions of this selection process, and/or waive informalities in any submission.

### A. ADDITIONAL INFORMATION

All questions regarding the Bid notice must be submitted in writing with the subject "BID #1617-08 Questions" to [cdbg-dr@cityofmoore.com](mailto:cdbg-dr@cityofmoore.com), no later than 5:00 pm (CST) on April 14, 2017. The questions will be answered by City Staff and posted on the City's website no later than 5:00 pm (CST) on April 19, 2017. A Mandatory Pre-Bid Meeting will be held to explain the project in further detail on April 12, 2017 at 2:00 pm (CST) in the Moore City Council Chambers, Moore City Hall, 301 N. Broadway, Moore, OK 73160.

If it becomes necessary to add or to amend any part of this proposal notice of the revision will be given to all prospective consultants who are on record as having been sent this proposal or otherwise receiving it. All addenda shall become a part of the bid. Receipt of addenda must be acknowledged by each consultant, and the failure to acknowledge any addendum shall not relieve the consultant of complying with the terms thereof. All addenda responses must be received by the bid due date.

### B. CANCELLATION OF BID; REJECTION OF OFFERS; WAIVERS OF TECHNICALITIES

The City of Moore reserves the right to cancel this Bid, to reject any and all offers received, accept any part, all or none of the Bid, or to waive minor irregularities in offers when it appears to be in the best interest of the City of Moore.

The City of Moore reserves the right to accept or reject any and all bids, to make a partial award, or to make multiple vendor awards. The acceptance or rejection of any or all bids and the making of an award will be at the sole discretion of the City of Moore. The City of Moore reserves the right to request additional information.

## VI. Estimated Timetable for Proposals

The following is a detailed schedule of events for the Bid process, which is subject to modification by the City:

- **March 31, 2017:** Advertise BID
- **April 7, 2017:** Advertise BID
- **April 12, 2017:** Mandatory Pre-Bid Meeting at 2:00pm
- **April 14, 2017:** Questions due to the City
- **April 19, 2017:** Responses to submitted questions posted online
- **May 1, 2017:** BID responses due to the City by 1:00 pm/Bid Opening at 2:00pm
- **May 8 – 24, 2017** Notify vendor of Committee's selection/Contract Negotiation
- **June 5, 2017 (Negotiable):** City Council meeting
- **June 6, 2017 (Negotiable):** Contract execution / notice to proceed

# LIST OF EXHIBITS

- Exhibit A “Roadway Modification and Signal Plan Telephone Road between Sonic Drive and SW 14<sup>th</sup> St.” completed by TEC and Cabbiness Engineering
- Exhibit B Construction Plans, “Proposed Roadway Mill & Overlay between SW 13<sup>th</sup> St. and SW 4<sup>th</sup> St.”
- Exhibit C “Entry Layout & Planting Plan SW 11<sup>th</sup> St. Entrance” prepared by Planning Design Group (PDG)
- Exhibit D Non-Collusion Affidavit
- Exhibit E Certification Regarding Lobbying
- Exhibit F Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Exhibit G MOB/WOB/Section 3 Business
- Exhibit H Form 4400 A – Uniform Cost/Price Analysis  
Form 4400 B – Hourly Rates
- Exhibit I Conflict of Interest Certification
- Exhibit J Standard Federal Requirements: Language for Construction Bidding
- Exhibit K Sample Contract



# MOORE OKLAHOMA

## CLEVELAND COUNTY

### PROPOSED ROADWAY MODIFICATION AND SIGNAL PLAN TELEPHONE ROAD BETWEEN SONIC DRIVE & S.W.14th STREET PROJECT NO. I-05-W-LMA

REVISIONS		
NO.	DESCRIPTION	DATE

#### INDEX OF SHEETS

1. TITLE SHEET
2. ROADWAY PAY QUANTITIES AND NOTES
3. TRAFFIC SIGNAL PAY QUANTITIES AND NOTES
4. TRAFFIC SIGNING & STRIPING PAY QUANTITIES, NOTES AND SIGN SUMMARY
5. SUMMARY OF QUANTITIES (ROADWAY)
- 6-7. SURVEY DATA
8. TYPICAL SECTIONS
9. SWPPP
- 10-11. EROSION CONTROL
- 12-15. PLAN & PROFILE SHEETS
- 16-17. REMOVALS
18. SIGNAL PLAN
19. SIGNAL DETAIL PLAN
20. WIRING DIAGRAM
21. SIGNING & STRIPING PLAN
- 22-23. TRAFFIC CONTROL
- 24-32. CROSSSECTION SHEETS

THE FOLLOWING STANDARDS WILL BE REQUIRED ON THIS PROJECT:

ROADWAY	TRAFFIC
SSS-1-1	PM 1-1-02
TSC1-3-2	PM 3-1-02
TSC2-3-2	PM 6-1-00
ASCD-5-2	RSD1-1-00
CSCD-5-3	RSD2-1-00
LECS-4-1	MSD3-1-01
WCR-3-1	SBS1-1-00
TWD-1-0	SBS2-1-00
SSCD-3-1	GMS1-1-00
CI-1-2	SSA2-1-00
SSIF-4-0	FGS1-1-00
CIG-3-0	PMAP1-1-00
MFC-4-1	SA1-1-02
MJB-3-1	ID1-1-00
SPI-4-1	SNS1-1-00
SPB-1-4	PWD1-1-00
FHTCP-3-1	CFD1-1-00
	CC1-1-00
	TSSP1-1-00
	CCD1-1-00
	PBD1-1-00
	SCD1-1-00
	TCS1-1-00
	TCS2-1-00
	TCS3-1-01
	TCS4-1-01
	TCS5-1-00
	TCS6-1-02
	TCS7-1-02
	TCS8-1-00
	TCS9-1-01
	TCS10-1-00
	TCS11-1-00
	TCS12-1-00
	TCS13-1-00
	TCS14-1-00
	TCS15-1-00

SCALE	
LAYOUT MAP	N/A
PLAN & PROFILE	1" = 20'
SIGNAL PLAN	1" = 20'
STRIPING PLAN	1" = 30'



SHEETS: 2, 5, 8-17 & 22-32

**Cabbiness Engineering, llc**  
 333 12th Avenue SE, Suite 200  
 Norman, Oklahoma 73071  
 405.310.6435 Office, 405.310.6495 Fax  
 www.CabbinessEngineering.com  
 Certificate of Authorization No. CA#5714 Expires June 30, 2016



**MOORE, OKLAHOMA**  
 POPULATION 55,081

THE PROJECT IS ENTIRELY WITHIN THE CORPORATION LIMITS OF THE CITY OF MOORE.

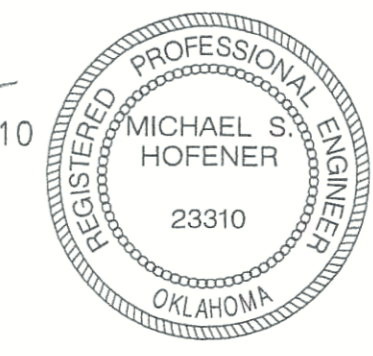
PROJECT LENGTH.....  
 EQUATIONS.....NONE  
 EXCEPTIONS.....NONE

SHEETS: 1, 3, 4 & 18-21



*Michael S. Hofener*  
 MICHAEL S. HOFENER, P.E. # 23310  
 C.A. # 1160, RENEWAL 06-30-17

03-31-17  
 DATE



CITY OF MOORE OKLAHOMA	
DATE APPROVED	<input type="text"/>
BY	<input type="text"/>
	CITY ENGINEER

G:\00\Projects\I-2453 Telephone Rd & SW 17th St\CAD\TITLE.dgn 03/30/17

6000 S. Western, Suite 300 - Oklahoma City, OK 73139. Ph: 405-720-7721, Fax: 405-720-9848, Web: www.tecok.com



GENERAL CONSTRUCTION NOTES

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING SECTION LINE ROADS TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

EXCESS ASPHALT AT JOINTS AND CRACKS IN EXISTING PAVEMENT SHALL BE REMOVED FLUSH TO TOP OF PAVING IN A MANNER APPROVED BY THE ENGINEER.

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOUR PRIOR TO EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

ANY ITEM NOT COVERED IN THE STANDARD SPECIFICATIONS OR IN THE SPECIAL PROVISIONS OR THE GENERAL NOTES OR SHOWN IN THE SUMMARY OF QUANTITIES SHALL BE CONSIDERED AS INCIDENTAL CONSTRUCTION FOR WHICH THE CONTRACTOR IS RESPONSIBLE, BUT SHALL NOT RECEIVE ADDITIONAL PAYMENT.

THE CONTRACTOR IS RESPONSIBLE FOR MARKING ALL CHANGES MADE TO THE PLANS AND SPECIFICATIONS FOR THE PURPOSES OF ARCHIVING THE FINAL PLAN CHANGES. THE CONTRACTOR SHALL MARK ALL CHANGES ON A SET OF SPECIFICATIONS AS PROVIDED WITH AN ACCURACY OF ±1 FOOT. MARKED CHANGES SHOULD BE IN RED PEN, CLEARLY AND LEGIBLY, AND SHALL BE APPROVED BY THE ENGINEER. FINAL PAYMENT MAY BE WITHHELD UNTIL THE PLANS HAVE BEEN MARKED AND ARE SUBMITTED TO THE ENGINEER FOR PROCESSING.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ALL TRAFFIC CONTROL DEVICES DAMAGED, DESTROYED, OR REMOVED DURING CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES INSTALLED SHALL BE IN ACCORDANCE WITH THE LATEST TRAFFIC STANDARDS AND SPECIFICATIONS AND SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. RELOCATE OR REPLACE ALL EXISTING WARNING AND REGULATORY SIGNS AS NECESSARY. ALL STREET NAME SIGNS ARE TO BE RELOCATED AS NEEDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL RELOCATIONS AND INSTALLATION OR REPLACEMENT. COST TO BE INCLUDED IN OTHER ITEMS.

ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURBS, RAMPS, AND CROSSWALK MARKINGS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES, AND THE INTERIM FINAL RULES FOR PUBLIC RIGHT OF WAY PUBLISHED IN THE FEDERAL REGISTER, MONDAY JUNE 20, 1994.

PAY QUANTITY NOTES

(R-32) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK

(R-48) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLET, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.

(R-49) TO BECOME THE PROPERTY OF AND DISPOSED BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.

(R-50) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER UNCLASSIFIED EXCAVATION.

**SUMMARY OF PAY QUANTITIES - ROADWAY**

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QUANTITY
200	00	UNCLASSIFIED EXCAVATION	C.Y.	2,088.00
900	03	FILTER FABRIC	L.F.	3,283.00
900	02	ROCK BAG INLET BARRIER	L.F.	120.00
840	04	SOLID SLAB SODDING	S.Y.	6,131.00
225	00	AGGREGATE BASE TYPE A	C.Y.	1,472.00
313	00	TACK COAT	GAL.	619.00
313	01	PRIME COAT	GAL.	3,206.00
301	28	SUPERPAVE, TYPE A (PG 64-22 OK)	(R-32) TON	987.00
301	32	SUPERPAVE, TYPE B (PG 70-28 OK)	(R-32) TON	596.00
309	00	COLD MILLING PAVEMENT	S.Y.	2,948.00
304	04	P.C. CONCRETE PAVEMENT (6")	S.Y.	3,909.00
305	04	CONCRETE CURB (8" BARRIER-INTEGRAL)	L.F.	2,051.00
305	12	1'-8" COMB. CURB & GUTTER (8" BARRIER)	L.F.	1,092.00
823	00	4" CONCRETE SIDEWALK	S.Y.	1,897.00
823	03	6" CONCRETE DRIVEWAY	S.Y.	1,313.00
830	01	TACTILE WARNING DEVICE - NEW	S.F.	40.00
454	38	INLET CI DES. 2-2	EA.	1.00
454	72	INLET CI DES. 2-4	EA.	3.00
459	01	MANHOLES ADJUST TO GRADE	EA.	3.00
520	03	VALVE BOXES ADJUST TO GRADE	EA.	14.00
819	08	METER BOXES ADJUST TO GRADE	EA.	2.00
516	02	FIRE HYDRANT RESET	EA.	3.00
812	02	REMOVAL OF CURB AND GUTTER	(R-49.50) L.F.	2,765.00
812	03	REMOVAL OF CONCRETE PAVEMENT	(R-49.50) S.Y.	2,384.00
812	04	REMOVAL OF ASPHALT PAVEMENT	(R-49.50) S.Y.	1,418.00
811	05	REMOVAL OF DRAINAGE INLETS	(R-49.50) EA.	4.00
812	01	REMOVAL OF SIDEWALK	(R-49.50) S.Y.	724.00
820	01	SAWING PAVEMENT	L.F.	3,495.00

**SUMMARY OF PAY QUANTITIES - STAKING**

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QUANTITY
801	00	CONSTRUCTION STAKING	L.SUM	1.00

**SUMMARY OF PAY QUANTITIES - CONSTRUCTION**

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	QUANTITY
809	00	MOBILIZATION	L.SUM	1.00
802	00	CONSTRUCTION TRAFFIC CONTROL	L.SUM	1.00

**ROADWAY PAY QUANTITIES AND NOTES**

PROJECT NO. I-05-W-LMA SHEET NO. 2



REVISIONS		
NO.	DESCRIPTION	DATE

**GENERAL NOTES**

- G1. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND MUST HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE INVERT AND FLOWLINE ELEVATIONS OF ALL WATER LINES, SANITARY SEWERS, STORM DRAINS, DRAINAGE STRUCTURES, AND SURFACE DRAINAGE COURSES PRIOR TO LAYING ANY NEW PIPE.  
  
THE CONTRACTOR MUST CALL OKIE AT (405)840-5032 TO HAVE ALL PUBLIC UTILITIES (WATER AND SANITARY SEWER LINES) AND FRANCHISED UTILITIES (ELECTRIC LINES, TELEPHONE CABLES, FIBER OPTIC LINES, CABLE TELEVISION, GAS LINES AND OIL PIPELINES) LOCATED AT LEAST TWO (2) DAYS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR MUST CALL OKLAHOMA CITY TRAFFIC OPERATIONS AT (405) 297-2085 FOR THE MARKING OF TRAFFIC SIGNAL CONDUIT AND APPURTENANCES AT LEAST TWO (2) WORKING DAYS PRIOR TO STARTING WORK.
- G2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND STRUCTURES, WHETHER SHOWN OR NOT, BOTH PUBLIC AND PRIVATE. ANY DAMAGE TO A UTILITY LINE OR STRUCTURE, BECAUSE OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DAMAGE.  
  
THE CONTRACTOR MUST CALL 9-1-1 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED OR OTHERWISE DISTURBED.
- G3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
- G4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.
- G5. THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.
- G6. THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- G7. THE CONTRACTOR MUST NOTIFY ALL AFFECTED CITY UTILITY CUSTOMERS AT LEAST TWO (2) WORKING DAYS PRIOR TO ANTICIPATED SERVICE INTERRUPTION. ALL WORK MUST BE CARRIED OUT CAREFULLY TO MINIMIZE CUSTOMER SERVICE INTERRUPTION DURING CONSTRUCTION. STREETS TEMPORARILY CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION SHALL REMAIN OPEN TO LOCAL TRAFFIC TO THE MAXIMUM EXTENT PRACTICAL DURING THE WORK. DETOUR ROUTES SHALL BE FURNISHED BY THE ENGINEER. THE CONTRACTOR SHALL FURNISH AND ERECT ALL DETOUR SIGNAGE AS DIRECTED.
- G8. ALL CONSTRUCTION MATERIALS AND WORK SHALL CONFORM TO THE APPLICABLE CITY OF OKLAHOMA CITY AND THE 2009 OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) STANDARDS AND SPECIFICATIONS, AS REFERENCED IN THE PROJECT DOCUMENTS.
- G9. ALL ELEVATIONS SHOWN ARE ON THE MEAN SEA LEVEL (M.S.L.) DATUM. ALL DIMENSIONS TO CURB ARE TO THE BACK OF CURB. ALL DIMENSIONS TO STREET "CENTERLINES" ARE TO THE CENTERLINE OF THE RIGHT-OF-WAY OR SECTION LINE.
- G10. THE CONTRACTOR SHALL DEVELOP AND MAKE ALL DETAILED SURVEYS NEEDED FOR CONSTRUCTION. THE COST OF THE CONSTRUCTION SURVEY AND STAKING SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- G11. ALL FENCES REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPLACED IN KIND WITH FENCING EQUAL TO OR BETTER THAN THE ORIGINAL FENCE. ALL COSTS FOR FENCE REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- G12. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION. THE COST FOR SUCH WORK SHALL BE INCLUDED IN PRICE BID FOR OTHER ITEMS.
- G13. ALL DISTURBED, UNPAVED AREAS WITHIN THE PROJECT LIMITS ON EASEMENTS AND RIGHT-OF-WAY SHALL BE ADDED, FERTILIZED, AND WATERED IN ACCORDANCE WITH CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS SECTION 840. "SODDING AND SPRIGGING", AS REQUIRED UNDER THE "SOLID SLAB SOD" PAY ITEMS PROVIDED FOR ON THE PLANS. SODDED AREAS SHALL BE REPAIRED AND MAINTAINED UNTIL ALL PORTIONS OF THE PROJECT ARE COMPLETE AND APPROVED FOR FINAL ACCEPTANCE. ALL OTHER AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE RESTORED IN A MANNER ACCEPTABLE TO THE OWNER TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DISTURBANCE AT NO EXPENSE TO THE OWNER.
- G17. SYMBOLS AND LEGENDS ARE DIAGRAMMATIC ONLY AND LOCATIONS SHALL BE ADJUSTED FOR EXISTING FIELD CONDITIONS, BUT NO MAJOR ALTERATIONS OR RELOCATIONS WILL BE MADE WITHOUT FIRST CONSULTING WITH THE CITY OF MOORE AT (405) 793-5200.
- G18. CONTRACTOR SHALL COVER NEW SIGNAL HEADS WITH TRAFFIC SIGN AND SIGNAL COVER CONCEPTS MODEL 3VLC COVERS OR APPROVED EQUAL WHEN SIGNAL HEADS HAVE BEEN INSTALLED ON MAST ARMS. SIGNAL HEADS ARE TO REMAIN COVERED UNTIL TRAFFIC SIGNALS HAVE BEEN TURNED ON. REMOVED COVERS TO BECOME THE PROPERTY OF THE CITY OF OKLAHOMA CITY. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

**GENERAL INTENT NOTES**

- 11. THE PLANS AND REFERENCED CONSTRUCTION SPECIFICATIONS DESCRIBE THE WORK CONTEMPLATED AND IDENTIFY THE WORK TO BE DONE AND THE MATERIALS NECESSARY FOR CONSTRUCTION. THESE PLANS ARE INTENDED TO BE FULLY EXPLANATORY. THE PLAN AND SPECIFICATION DOCUMENTS SHALL BE CONSTRUED AND INTERPRETED AS A WHOLE AND THEREFORE, ANYTHING SHOWN, INDICATED OR SPECIFIED IN ONE AND NOT THE OTHER, SHALL BE INTERPRETED AS BEING SHOWN, INDICATED OR SPECIFIED IN BOTH.
- 12. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED INCIDENTAL AND INCLUDED AS AN ORDINARY PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK CAN BE MADE OR WILL BE PERMITTED BY THE OWNER WITHOUT THE ISSUANCE OF A CHANGE ORDER.
- 13. NO PLEA OF IGNORANCE OF EXISTING CONDITIONS OR OF DIFFICULTIES OR CONDITIONS ENCOUNTERED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL OF THE REQUIREMENTS IN THE CONTRACT DOCUMENTS GOVERNING THE WORK.

**PAY ITEM NOTES**

- (TS-1) CONTRACTOR SHALL SUPPLY A TRAFFIC SIGNAL CABINET THAT SHALL OPERATE AS SHOWN ON THE SIGNAL PLANS AND DETAIL SHEETS. CITY TO PROVIDE TRAFFIC SIGNAL CONTROLLER.
- (TS-3) P.C. CONCRETE AND/OR POLYMER CONCRETE PULL BOXES SHALL BE USED. POLYMER CONCRETE PULL BOXES SHALL HAVE A POLYMER CONCRETE COVER, FRAME AND BODY AND A MINIMUM LOAD RATING OF 20,000 LBS. POLYMER CONCRETE PULL BOXES SHALL BE ARMORCAST, QUAZITE OR AN APPROVED EQUAL. FIBERGLASS AND/OR PLASTIC PULL BOXES OR COMPOSITES OF SAME WILL NOT BE ACCEPTED.

(TS-6) SIGNAL POLE HANDHOLE COVERS SHALL BE ONE PIECE FORMED FROM ABS PLASTIC, PEARL GRAY IN COLOR AND SHALL BE SUITABLE FOR EXPOSURE TO SUNLIGHT AND ALL WEATHER CONDITIONS. HANDHOLE COVERS SHALL LATCH WITH TWO SCREW LATCHES AND SHALL FIT TIGHTLY TO THE ENCLOSURE RING TO CREATE A RAINPROOF SEAL. LATCH SCREWS SHALL BE 1/4-20 STAINLESS STEEL FLAT SOCKET HEAD SCREWS WITH TAMPER-RESISTANT FEATURES.

(TS-12) THE QUANTITY SHOWN SHALL BE USED TO SUPPLY POWER FROM THE POWER SOURCE(S) TO THE CONTROLLER CABINET(S).

(TS-13) LIGHT EMITTING DIODE (LED) LAMPS WITH SPADE TAB CONNECTIONS SHALL BE USED IN LIEU OF INCANDESCENT TRAFFIC SIGNAL LAMPS. THE LED MODULES SHALL MEET THE REQUIREMENTS IN THE INSTITUTE OF TRAFFIC ENGINEERS (I.T.E.) STANDARD ENTITLED "VEHICLE TRAFFIC CONTROL SIGNAL HEADS - LIGHT EMITTING DIODE (LED) CIRCULAR SIGNAL SUPPLEMENT" (VTCSSH-LED). LED LENSES SHALL BE DIALIGHT, GELCORE, DURALIGHT OR AN APPROVED EQUAL.

WHEN LIT, ALL LED MODULES SHALL APPEAR TO DRIVERS TO BE INCANDESCENT BULB TYPE SIGNALS.

THE WARRANTY FROM DEFECTIVE WORKMANSHIP, MATERIALS SHALL BE FIVE (5) YEARS FROM THE DATE OF THE PROJECT'S FINAL ACCEPTANCE BY THE OKLAHOMA CITY COUNCIL. DURING THE PROJECT'S MAINTENANCE BOND PERIOD, THE CONTRACTOR SHALL REMOVE AND REPLACE DEFECTIVE LED MODULES WITHIN TWO (2) WORKING DAYS OF RECEIVING NOTICE FROM THE CITY'S TRAFFIC OPERATIONS DIVISION. FOR REASONS OF IMMEDIATE PUBLIC SAFETY, THE CITY MAY REMOVE AND REPLACE THE MODULE(S) AND THE CONTRACTOR WILL BE NOTIFIED TO FURNISH THE CITY WITH REPLACEMENT UNIT(S) MEETING CURRENT ITC REQUIREMENTS. AFTER THE END OF THE MAINTENANCE BOND PERIOD, ALL FAILED MODULES WILL BE REMOVED AND REPLACED BY THE CITY AND THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY WITH DIRECT REPLACEMENTS UNIT(S) MEETING CURRENT ITC REQUIREMENTS.

(TS-14) R10-3E PEDESTRIAN PUSH BUTTON SIGNS SHALL BE USED.

(TS-15) AN INNOVATIVE TECHNOLOGY MODEL #HS-P-SP-120A-30A-RH PROTECTOR TRANSIENT VOLTAGE SURGE SUPPRESSOR OR EQUIVALENT SHALL BE INSTALLED BETWEEN THE AC POWER AND CABINET. THE SUPPRESSOR SHALL BE MOUNTED ON THE SIDE OF THE CABINET IMMEDIATELY ADJACENT TO THE AC TERMINAL BLOCK.

(TS-18) THE CITY OF MOORE WILL PROVIDE THE SIGNAL CONTROLLER TIMING PLAN. CONTACT THE CITY AT LEAST TEN (10) WORKING DAYS PRIOR TO THE ANTICIPATED TURN-ON DATE.

THE CONTRACTOR SHALL PROVIDE, PROGRAM AND PLACE (2) CHANGEABLE MESSAGE BOARDS ON (TELEPHONE RD.) ADVISING MOTORIST OF THE IMPENDING SIGNAL TURN-ON. THESE SIGNS SHALL BE IN OPERATION AT LEAST TWO (2) WORKING DAYS PRIOR TO THE ANTICIPATED TURN-ON DATE AND THE MESSAGE DISPLAYED SHALL BE FURNISHED BY THE CITY.

THE CONTRACTOR IS RESPONSIBLE FOR COVERING ALL EXISTING CITY-OWNED AND PRIVATELY OWNED STOP SIGN(S) AND RELATED WARNING SIGN(S) AT THE INTERSECTION AT THE TIME THAT THE TRAFFIC SIGNAL IS AUTHORIZED TO BE TURNED ON.

THE STOP SIGN(S) AND RELATED WARNING SIGN(S) SHALL BE COVERED WITH AN OPAQUE PLASTIC TARP OR HEAVY PLASTIC SHEETING SECURELY WRAPPED WITH DUCT TAPE SO AS NOT TO BE EASILY REMOVABLE OR BLOWN OFF BY WIND. THE TAPE SHALL ONLY BE APPLIED TO THE COVERING AND NOT DIRECTLY TO THE FACE OR THE BACK OF THE SIGN.

AFTER THE SIGNAL IS TURNED ON, THE CITY OF MOORE WILL REMOVE ALL EXISTING CITY-OWNED STOP SIGNS AND RELATED WARNING SIGNS. ALL PRIVATELY OWNED SIGNS WILL BE REMOVED BY OTHERS.

(TS-20) CONTRACTOR SHALL COVER NEW SIGNAL HEADS WITH TRAFFIC SIGN AND SIGNAL COVER CONCEPTS MODEL 3VLC COVERS OR APPROVED EQUAL WHEN SIGNAL HEADS HAVE BEEN INSTALLED ON MAST ARMS. SIGNAL HEADS ARE TO REMAIN COVERED UNTIL TRAFFIC SIGNALS HAVE BEEN TURNED ON. REMOVED COVERS TO BECOME THE PROPERTY OF THE CITY OF OKLAHOMA CITY. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

(TS-21) CONTRACTOR SHALL PROVIDE POLARA 2-WIRE NAVIGATOR ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON OR APPROVED EQUAL. R10-3E PEDESTRIAN PUSH BUTTON SIGNS SHALL BE USED.

(TS-22) ONE-WAY ONE SECTION LED COUNTDOWN PEDESTRIAN SIGNAL HEADS SHALL BE USED.

(TS-23) THIS PAY ITEM SHALL INCLUDE CENTRAL CONTROL UNITS COMPATIBLE WITH THE POLARA 2-WIRE NAVIGATOR ACCESSIBLE PEDESTRIAN SIGNAL OR APPROVED EQUAL (ONE FOR EACH OF THE INTERSECTIONS ON THIS PROJECT) AND ONE (1) PROGRAMMING DEVICE COMPATIBLE WITH THE SYSTEM FURNISHED.

(TS-24) THE TRAFFIC SIGNAL CONTROLLER WILL BE PROVIDED BY THE CITY. CONTACT THE CITY AT TO ARRANGE THE PICK UP OF THE TRAFFIC SIGNAL CONTROLLER AT LEAST TEN (10) WORKING DAYS PRIOR TO ANTICIPATED TURN ON DATE OF THE SIGNAL.

(TS-25) CONTROLLER CABINET SHALL INCLUDE AN EXTENSION BASE WITH AN HEIGHT OF 15 INCHES AND BASE DIMENSIONS AND FINISH TO MATCH THE CABINET INSTALLED.

(TS-28) THE PRIORITY CONTROL SYSTEM SHALL INTERFACE WITH THE TRAFFIC CONTROLLER THROUGH A 100/100MB ETHERNET AND USB 2.0 CONNECTIONS. THE SYSTEM SHALL GIVE EMERGENCY VEHICLES APPROACHING THE INTERSECTION A GREEN SIGNAL INDICATION WITH ALL OTHER INDICATIONS BEING RED. THE SYSTEM SHALL BE CAPABLE OF TWO PRIORITY LEVELS AND LOG THE LAST 10,000 EVENTS WITH TIME DATE STAMP. EMITTER SHALL BE SELECTABLE TO TRANSMIT UP TO 9,999 VEHICLE CODES. ALL EQUIPMENT IN THE SYSTEM SHALL MEET NEMA ENVIRONMENTAL STANDARDS. THE MANUFACTURER OR MANUFACTURER'S REPRESENTATIVE SHALL PROVIDE ASSISTANCE TO THE CONTRACTOR OR AGENCY INSTALLING THE EQUIPMENT AS TO THE BEST LOCATION FOR THE DETECTOR PLACEMENT AT EACH INTERSECTION INVOLVED. ALL EQUIPMENT MUST BE PLAINLY MARKED AS TO THE MANUFACTURER OF THE EQUIPMENT AND PROVIDE CLEAR IDENTIFICATION AS TO THE MANUFACTURER'S MODEL AND SERIAL NUMBER OF EACH UNIT.

NEMA CERTIFICATION AND TEST REPORTS SHALL BE PROVIDED UPON REQUEST BY THE ENGINEER.

THE PRIORITY CONTROL SYSTEM PROVIDED ON THIS PROJECT SHALL BE COMPLETELY COMPATIBLE WITH THE ITS SYSTEM BEING USED BY THE CITY OF OKLAHOMA CITY.

(1) QUANTITY FOR 2 CONDUCTOR SHIELDED CABLING FROM PEDESTRIAN PUSH BUTTONS TO POLE BASE.

(2) THE HAND HOLES AT THE BASE OF THE POLES SHALL BE PLACED AT 135 DEGREES CLOCKWISE FROM THE MAST ARMS IN ORDER TO AVOID CONFLICTS WITH THE PEDESTRIAN PUSH BUTTONS AND SIGNS BEING INSTALL ON THIS PROJECT.

PAY QUANTITIES					
Telephone Rd. & S.W. 17th Street - Moore, OK					
ITEM NO.	SECTION	DESCRIPTION	UNIT	QUANTITY	
711-00	711	VEHICLE ACTUATED TRAFFIC SIGNAL CONTROLLER	(TS-1,15,18, 24, 25) (4,5,6)	EA	1.0
711-01	711	VIDEO DETECTION SYSTEM (SP)	(3)	L.SUM	1.0
712-01	712	E.P.S. OPTICAL DETECTOR	(TS-28)	EA	2.0
712-02	712	E.P.S. 4 CHANNEL PHASE SELECTOR	(TS-28)	EA	1.0
713-08	713	2" TRAFFIC SIGNAL CONDUIT (TRENCHED)		L.F.	120.0
713-10	713	3" TRAFFIC SIGNAL CONDUIT (TRENCHED)		L.F.	60.0
713-11	713	3" TRAFFIC SIGNAL CONDUIT (BORED)		L.F.	150.0
714-00	714	( 21 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE		L.F.	300.0
714-01	714	TWO CONDUCTOR SHIELDED LOOP DETECTOR LEAD-IN CABLE	(1)	L.F.	25.0
714-02	714	(1/C) (AWG NO.6) ELECTRICAL CONDUCTOR	(TS-12)	L.F.	200.0
714-04	714	( 5 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE		L.F.	1345.0
714-07	714	( 7 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE		L.F.	60.0
715-01	715	THREE (3) SECTION TRAFFIC SIGNAL HEAD	(TS-13,20)	EA	6.0
715-02	715	FOUR (4) SECTION TRAFFIC SIGNAL HEAD	(TS-13,20)	EA	1.0
717-00	717	PEDESTRIAN SIGNAL HEAD	(TS-22)	EA	4.0
722-00	722	PEDESTRIAN PUSH BUTTON AND SIGN	(TS-14,21,23)	EA	4.0
724-04	724	POLE AND SPECIFIED 25' MAST ARM(S) (INSTALLED)	(TS-6)(2)	EA	1.0
724-05	724	POLE AND SPECIFIED 30' MAST ARM(S) (INSTALLED)	(TS-6)(2)	EA	1.0
724-07	724	POLE AND SPECIFIED 40' MAST ARM(S) (INSTALLED)	(TS-6)(2)	EA	1.0
724-68	724	PEDESTAL POLE WITH 10' MOUNTING HEIGHT		EA	2.0
725-00	725	STRUCTURAL CONCRETE		C.Y.	8.0
725-01	725	REINFORCING STEEL		LBS.	1208.0
726-00	726	PULL BOX TYPE I	(TS-3)	EA	2.0
726-01	726	PULL BOX TYPE II	(TS-3)	EA	1.0
729-02	729	MAST ARM MOUNTED SIGNS		S.F.	53.0
741-00	741	OPTICAL DETECTOR CABLE	(TS-28)	L.F.	470.0

(3) THIS PROJECT INVOLVES THE INSTALLATION OF A VIDEO VEHICLE DETECTION SYSTEM. THEREFORE, THE CONTRACTOR SHALL FURNISH AND INSTALL THE FOLLOWING:

- A. A PEEK VIDEO TRAK, ITERIS, OR ECONOLITE AUTOSCOPE SOLO TERRA 8 CHANNEL PROCESSOR (OR APPROVED EQUAL) VEHICLE DETECTION SYSTEM UNIT INCLUDING A LAPTOP COMPUTER, ALL NECESSARY CABLES, HARNESSSES, MATERIALS, FITTINGS AND MISCELLANEOUS COMPONENTS NECESSARY TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM AT ONE (1) INTERSECTION. MINIMUM SPECIFICATIONS FOR THE COMPUTER SYSTEM - INTEL 4TH GENERATION CORE I7 2.3ghz PROCESSOR, 16 GB RAM, 1 TB HARD DRIVE, DIGITAL MEDIA READER AND USB 2.0 PORTS.  
  
ANY "APPROVED EQUAL" SHALL BE APPROVED BY THE CITY OF MOORE. SUCH A SYSTEM SHALL BE CONSIDERED EXPERIMENTAL UNTIL A 12 MONTH TEST PERIOD HAS PROVEN THAT THE SYSTEM CAN OPERATE SUCCESSFULLY WITH NO PROBLEMS. AT THE END OF THE 12 MONTH TEST PERIOD THE CITY WILL NEED TO SIGN OFF THAT THE SYSTEM HAS OPERATED SUCCESSFULLY AND IS THEREBY APPROVE.
- B. THREE (3) CAMERAS WITH ZOOM LENS CAPABILITY.
- C. VIDEO POWER CABLE SHALL BE AS PER THE MANUFACTURER SPECIFICATIONS.
- D. VIDEO COAXIAL CABLE SHALL BE LOW LOSS PRECISION CABLE SUITED FOR OUTDOOR APPLICATION. VIDEO CABLE SHALL BE BELDON 8281, WEST PENN P 806, OR APPROVED EQUAL.
- E. ONE DAY OF TRAINING FOR CITY PERSONNEL IN THE USE AND MAINTENANCE OF THE SYSTEM SHALL BE PROVIDED BY A MANUFACTURER'S REPRESENTATIVE. DOCUMENTATION OF THE TRAINING PROVIDED SHALL BE PROVIDED FOR THE ENGINEER.

(4) THE CABINET TO BE FURNISHED ON THIS PROJECT SHALL BE TS2 TYPE 1 AND HAVE A NATURAL ALUMINUM FINISH. A MINIMUM OF SIXTEEN (16) LOAD SWITCH RECEPTACLES SHALL BE FURNISHED AND WIRED TO THE MOUNTING FRAM. ALL WIRING FROM THE FIELD TERMINALS SHALL BE WIRED TO THE MOUNTING FRAM FOR 8 PHASE OPERATION. ALL CORRESPONDING RECEPTACLE WIRING IN THE CABINET AND THE FIELD WIRING SHALL BE INSTALLED FOR THE CONTROLLER AS REQUIRED EXCEPT FOR ADDITIONAL DETECTOR CONNECTOR CABLES WHEN THE CONTROLLER IS EXPANDED.

THE CONTROLLER SHALL BE SETUP TO PERFORM AS SHON ON PHASE & SEQUENCE DIAGRAMS. PEDESTRIAN ISOLATION SHALL BE PROVIDED IN THE CONTROLLER CABINET. ALL N.E.M.A. FUNCTIONS SHALL TERMINATE IN THE CONTROLLER CABINET.

(5) CONTROLLER SHALL BE EQUIPPED WITH A CONTINUOUS POWER UNIT. THIS UNIT SHALL PROVIDE 400 WATTS OF CONTINUOUS POWER FOR A MINIMUM OF 8 HOURS. THIS UNIT SHALL ALSO INCLUDE BATTERIES, CABINET, WIRING AND PAD IF NECESSARY. THIS POWER UNIT SHALL INCLUDE AN INTERCHANGEABLE HARD DISK THAT IS CAPABLE OF STORING AND RETRIEVING ALL ACTIVITY DATA, SUCH AS TIME, DATE, AND DURATION OF EVENTS. ALSO THE SURGE PROTECTORS TO BE SUPPLIED ON THIS PROJECT FOR THE TRAFFIC SIGNALS SHALL BE INNOVATIVE TECHNOLOGY, INC. SURGE PROTECTORS, MODEL NO. HS-P-SP-120A-60A-RJ, OR APPROVED EQUAL.

(6) THIS PAY ITEM SHALL INCLUDE AN EDI 16 CHANNEL CONFLICT MONITOR.

Design	MSH	03/31/17
Drawn	SB	03/31/17



**TRAFFIC SIGNAL  
PAY QUANTITIES AND NOTES**



REVISIONS		
NO.	DESCRIPTION	DATE

PAY QUANTITIES				
Telephone Rd. & S.W. 17th Street - Moore, OK				
ITEM NO.	SECTION	DESCRIPTION	UNIT	QUANTITY
725-00	725	STRUCTURAL CONCRETE	C.Y.	0.5
729-00	729	SHEET ALUMINUM SIGNS	S.F.	44.0
729-11	729	REMOVE EXISTING SIGN (TS-11)	EA	1.0
732-00	732	GALVANIZED STEEL SIGN POST	L.F.	98.0
741-SP	741	TRAFFIC STRIPE (MULTIPOLYMER)(4 INCH WIDE) (TS-1)(1)	L.F.	7090.0
741-SP	735	TRAFFIC STRIPE (MULTIPOLYMER)(8 INCH WIDE) (TS-1)(1)	L.F.	305.0
741-SP	735	TRAFFIC STRIPE (MULTIPOLYMER)(24 INCH WIDE) (TS-1)(1)	L.F.	285.0
741-SP	735	TRAFFIC STRIPE (MULTIPOLYMER)(ARROW)(SINGLE)	EA	17.0


**SIGNING AND STRIPING PAY ITEM NOTES**

- (TS-1) THE QUANTITY SHOWN INCLUDES BOTH WHITE AND YELLOW TRAFFIC STRIPE. TRAFFIC STRIPE (MULTIPOLYMER) IS MEASURED BY THE LINEAL FOOT OF 4" WIDE TRAFFIC STRIPE COMPLETE, IN PLACE.
- (TS-11) THE CONTRACTOR SHALL CONTACT THE CITY OF MOORE AT (405) 793-5200 TO COORDINATE ALL REGULATORY SIGN REMOVALS.

SIGN SUMMARY TABLE												
ITEM NO.	SIGN TYPE	POST TYPE	POST LENGTH L.F. <sup>1</sup>		POST SPACE	FTG. DESIGN NO.	STRL. CONC. C.Y.	REINF. STEEL LBS.	SIGN AREA S.F.			REMARKS
			A	B					SHEET	PANEL	PANEL OVHD.	
1	R3-9B	2" PIPE POST	14.0			A-2	0.06		6.00			
2	R3-9B, M4-6	2" PIPE POST	14.0			A-2	0.06		8.00			
3	R3-9B, M4-6	2" PIPE POST	14.0			A-2	0.06		8.00			
4	R3-9B	2" PIPE POST	14.0			A-2	0.06		6.00			
5	R1-1	2" PIPE POST	14.0			A-2	0.06		5.18			
6	R1-1	2" PIPE POST	14.0			A-2	0.06		5.18			
7	R1-1	2" PIPE POST	14.0			A-2	0.06		5.18			
<b>TOTALS</b>		<b>2" PIPE POST</b>	<b>98.0</b>				<b>0.42</b>		<b>43.54</b>			

(1) - POST LENGTH VARIES. CONTRACTOR RESPONSIBLE FOR DETERMINING LENGTH.

G:\0\Projects\1-2453 Telephone Rd. & SW 17th St\CAD\QUANT sign sum.dgn

Design	MSH	03/31/17
Drawn	GDB	03/31/17
		

**TRAFFIC SIGNING & STRIPING  
PAY QUANTITIES, NOTES AND  
SIGN SUMMARY**

Project No. I-05-W-LMA Sheet No. 4

**Summary of Surfacing Quantities**

Sheet No.	Station Extents	Aggregate Base Type A 225	Prime Coat 313	Tack Coat 313	Asph. Conc. Type A (PG 64-22 OK) 301	Asph. Conc. Type B (PG 70-28 OK) 301	P.C. Concrete (6") 304	Cold Milling 309	Integral Curb (8" Barrier) 305	1'-8" Combined Curb & Gutter (8" Barrier) 305	4" Concrete Sidewalk 823	Tactile Warning Device - New 830
		C.Y.	Gal.	Gal.	Ton	Ton	S.Y.	S.Y.	L.F.	L.F.	S.Y.	S.F.
12	Sta. 0+00.00 to Sta. 8+00.00	121.72	328.62		82.25		433.18		399.06		288.37	
13	Sta. 8+00.00 to Sta. 17+00.00	716.11	1,933.41	180.73	547.81	168.01	2,628.64	795.91	1,317.46	300.00	1,057.33	40.00
14	Sta. 17+00.00 to Sta. 21+08.96	144.92	391.27	438.11	207.97	427.82		2,151.38		791.17	439.54	
15	Sta. 205+47.91 to Sta.207+47.95	204.57	552.32		148.44		846.46		334.08		111.13	
<b>Totals</b>		<b>1,187.32</b>	<b>3,205.62</b>	<b>618.84</b>	<b>986.47</b>	<b>595.83</b>	<b>3,908.28</b>	<b>2,947.29</b>	<b>2,050.60</b>	<b>1,091.17</b>	<b>1,896.37</b>	<b>40.00</b>

**Summary of Temporary Sediment Controls**

Sheet No.	Station Extents	Location	Temporary Silt Fence 900	Rock Bag Inlet Barrier 900
			L.F.	L.F.
10	Sta. 0+00.00 to Sta. 8+00.00	Left & Right	578.21	
10	Sta. 8+00.00 to Sta. 17+00.00	Left & Right	1,546.92	90.00
11	Sta. 17+00.00 to Sta. 26+00.00	Left & Right	831.37	30.00
11	Sta. 205+00.00 to Sta. 208+03.95	Left & Right	326.00	
<b>Totals</b>			<b>3,282.50</b>	<b>120.00</b>

**Summary of Removal Quantities**

Sheet No.	Station Extents	Removal of Curb and Gutter 812	Removal of Concrete Pavement 812	Removal of Asphalt Pavement 812	Removal of Drainage Inlets 812	Removal of Sidewalk 812	Saving Pavement 820
		L.F.	S.Y.	S.Y.	Ea.	S.Y.	L.F.
16	Sta. 0+00.00 to Sta. 8+00.00	410.80	482.54			104.66	805.72
16	Sta. 8+00.00 to Sta. 17+00.00	1,299.28	1,007.85	1,417.79	3.00	338.63	1,672.83
17	Sta. 17+00.00 to Sta. 26+00.00	719.65	151.64		1.00	200.64	897.21
17	Sta. 205+00.00 to Sta. 208+03.95	334.67	741.88			79.79	118.74
<b>Totals</b>		<b>2,764.40</b>	<b>2,383.91</b>	<b>1,417.79</b>	<b>4.00</b>	<b>723.72</b>	<b>3,494.50</b>

**Summary of Drives & Street Returns**

Sheet No.	Station	Location	Left Radial	Right Radial	Aggregate Base Type A 225	6" Concrete Driveway 823
			Ft	Ft	C.Y.	S.Y.
12	Sta. 4+93.98	Left	12	20	22.61	101.73
12	Sta. 6+11.14	Left	20	20	17.37	78.17
12	Sta. 7+28.83	Right	25	25	23.93	107.66
12	Sta. 7+59.83	Left	25	15	17.01	76.52
13	Sta. 8+17.89	Left	15	15	16.12	72.54
13	Sta. 10+01.97	Left	25	20	16.94	76.22
13	Sta. 11+31.75	Left	15	9	15.76	92.97
13	Sta. 11+77.22	Left	9	15	13.28	70.93
13	Sta. 12+59.75	Right	35	35	30.73	138.26
13	Sta. 14+80.95	Left	20	20	24.00	107.99
13	Sta. 16+48.68	Right	10	18	22.88	102.95
13	Sta. 16+76.40	Left	25	25	18.83	84.74
14	Sta. 19+56.71	Left	25	25	21.58	97.11
15	Sta. 206+79.15	Left	15	15	23.26	104.65
<b>Totals</b>					<b>284.29</b>	<b>1,312.45</b>

**Summary of Earthwork Quantities**

Sheet No.	Station Extents	Unclassified Excavation 200	Embankment	Embankment +15% Comp.	Unclassified Borrow	Excess Excavation
		C.Y.	C.Y.	C.Y.	C.Y.	C.Y.
12 - 15	Project Extents	2,087.93	101.75	117.01	0.00	1,970.92
<b>Totals</b>		<b>2,087.93</b>	<b>101.75</b>	<b>117.01</b>	<b>0.00</b>	<b>1,970.92</b>

**Summary of Erosion Control**

Sheet No.	Station Extents	Solid Slab Sodding 840
		S.Y.
10	Sta. 0+00.00 to Sta. 8+00.00	1,100.23
10	Sta. 8+00.00 to Sta. 17+00.00	3,000.00
11	Sta. 17+00.00 to Sta. 26+00.00	1,363.20
11	Sta. 205+00.00 to Sta. 208+03.95	666.80
<b>Totals</b>		<b>6,130.23</b>

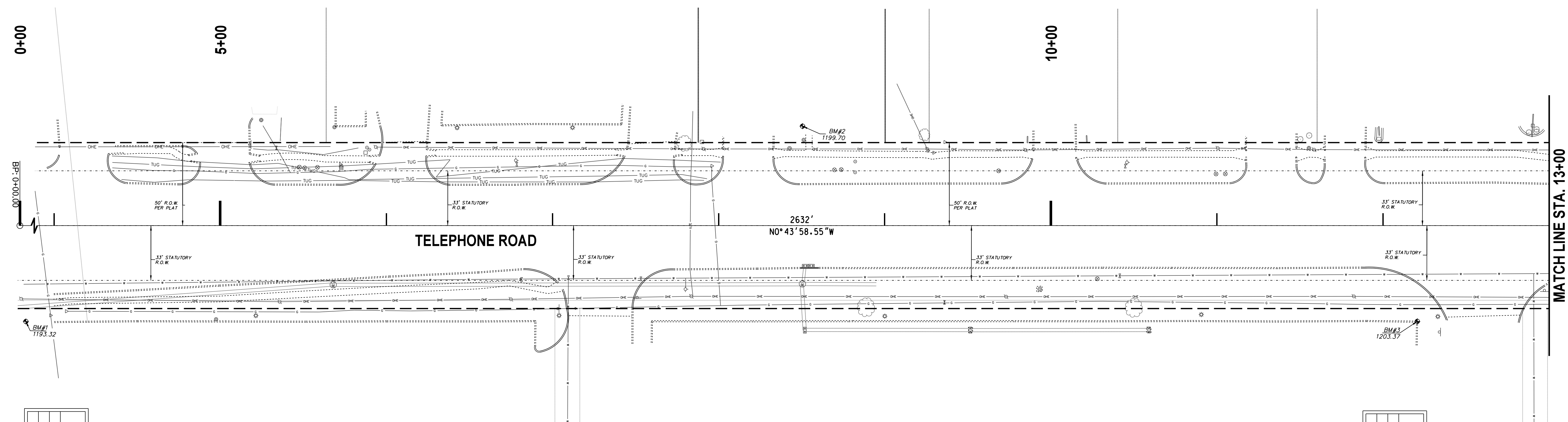
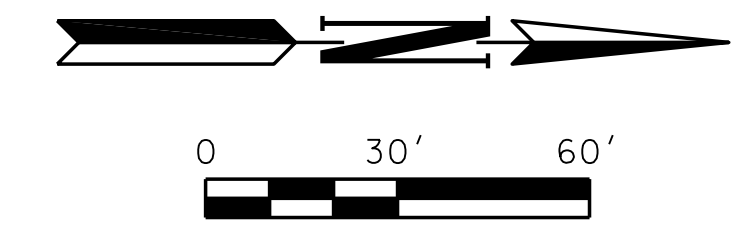
**Summary of Drainage Structures**

Structure No.	Sheet No.	Station	Description	Top of Rim or Top of Grate			Side Drain and Cross Drain Flowlines		Curb Inlet 454	
				FL	FL E	FL W	Des. 2-2	Des. 2-4		
				Ea.	Ea.	Ea.	Ea.	Ea.		
1	13	8+51.26	Const. Des 2-2 CI, 30.99' Rt	1198.92	1194.38			1.00		
2	13	13+20.45	Const. Des. 2-4 CI, 31.00' Rt	1204.29		1201.51			1.00	
3	13	13+20.45	Const. Des. 2-4 CI, 31.00' Lt	1205.56	1201.29	1201.29			1.00	
4	14	20+09.01	Const. Des. 2-4 CI, 24.82' Lt	1213.19		1210.26			1.00	
<b>Totals</b>								<b>1.00</b>	<b>3.00</b>	

**SUMMARY OF QUANTITIES (ROADWAY)**

REVISIONS		
NO.	DESCRIPTION	DATE

BENCHMARK — BM 2
ELEVATION 1199.70
MONUMENT CUT X ON TOP OF CURB
LOCATION KWK KAR WASH N. OF S. DRIVE BY RAMP



BENCHMARK — BM 1
ELEVATION 1193.32
MONUMENT CUT X ON TOP OF CURB
LOCATION SW-CORNER PROPERTY E. SIDE OF TELEPHONE RD.

BENCHMARK — BM 3
ELEVATION 1203.37
MONUMENT CUT X ON TOP OF CURB
LOCATION WAL-MART PARKING LOT N. SIDE OF TELEPHONE RD.

**DTM** DODSON - THOMPSON - MANSFIELD, PLLC  
 20 NE 38th Street Oklahoma City, OK 73105 Phone: 405-601-7402 Fax: 405-601-7421 email: rtdpm@dtm-ok.com  
 Surveying - Engineering - Planning  
 CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016

Design	MSH	03/31/17
Drawn	SB	03/31/17

**SURVEY DATA**  
(1 OF 2)

Project No. I-05-W-LMA Sheet No. 6

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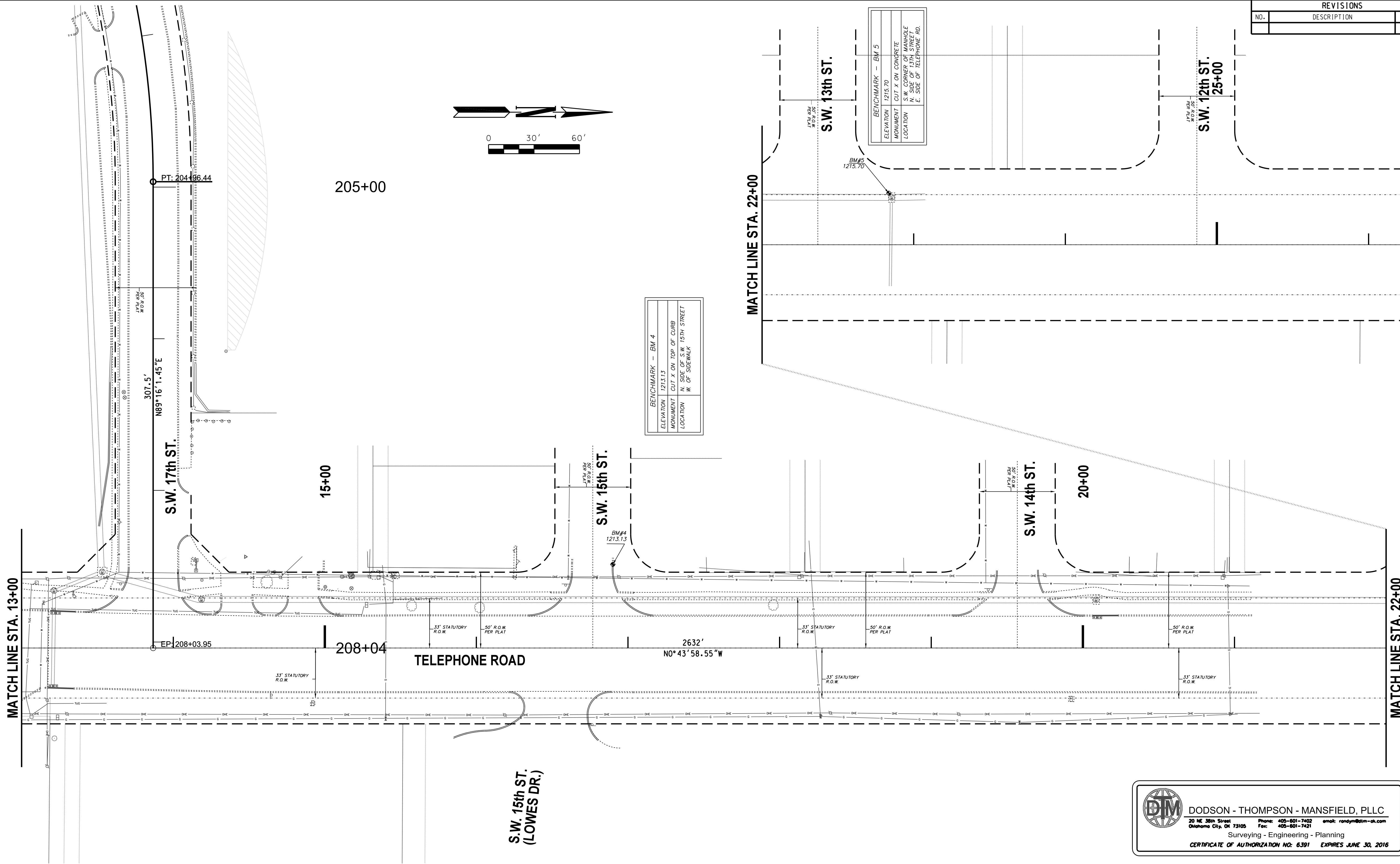
WAL MART DR.

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03/31/17

MATCH LINE STA. 13+00

MATCH LINE STA. 22+00



BENCHMARK - BM 4	
ELEVATION	1213.13
MONUMENT	CUT X ON TOP OF CURB
LOCATION	N. SIDE OF S.W. 15TH STREET W. OF SIDEWALK

BENCHMARK - BM 5	
ELEVATION	1215.70
MONUMENT	CUT X ON CONCRETE
LOCATION	S.W. CORNER OF MANHOLE N. SIDE OF 13TH STREET E. SIDE OF TELEPHONE RD.

REVISIONS		
NO.	DESCRIPTION	DATE

26+32.02

EP: 26+32.02

**DTM** DODSON - THOMPSON - MANSFIELD, PLLC  
 20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com  
 Oklahoma City, OK 73105 Fax: 405-601-7421  
 Surveying - Engineering - Planning  
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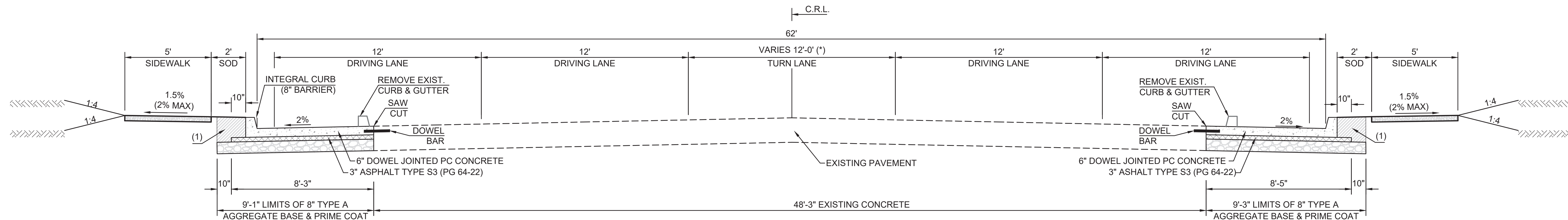
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Drawn	SB	03/31/17

**SURVEY DATA  
(2 OF 2)**

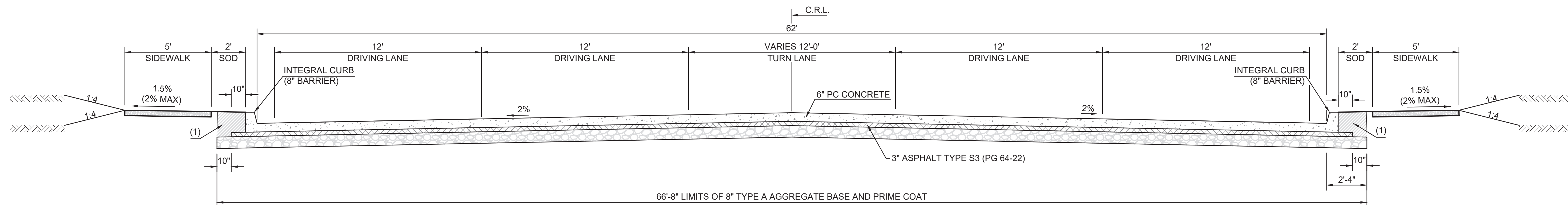
Project No. I-05-W-LMA Sheet No. 7

CLEVELAND COUNTY

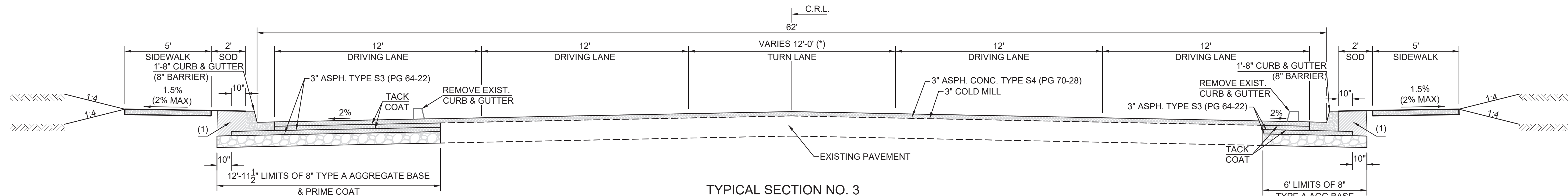
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Typical Sections



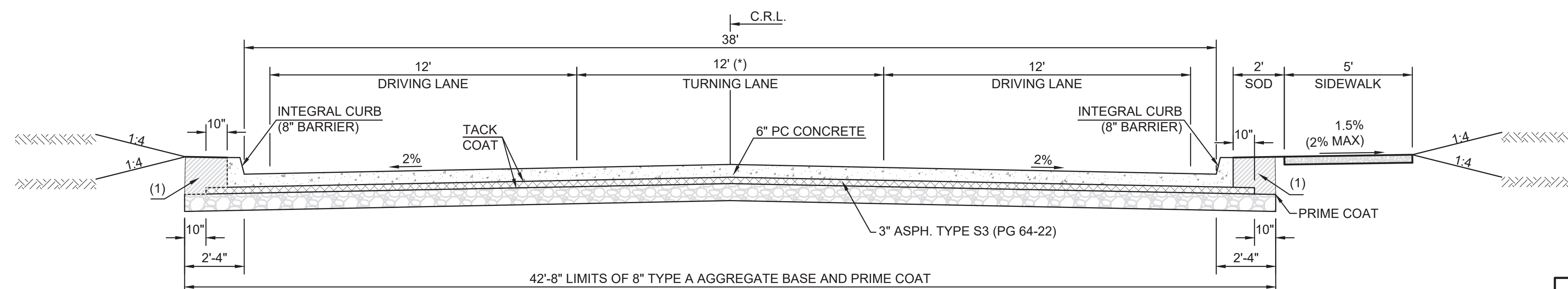
TYPICAL SECTION NO. 1  
STA. 4+69.93 TO STA. 13+17.71



TYPICAL SECTION NO. 2  
STA. 13+17.71 TO STA. 15+50.00



TYPICAL SECTION NO. 3  
STA. 15+50.00 TO STA. 21+08.96  
\*NOTE: TURN LANE TAPERS AT STA. 18+39.00.



TYPICAL SECTION NO. 4 - 17TH STREET  
STA. 205+47.91 TO STA. 207+47.95  
\*NOTE: TURN LANE TAPERS AT STA. 206+47.95.

(1) TO BE BACKFILLED & COMPACTED AS PART OF THE FINISHING OPERATIONS. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

TYPICAL SECTIONS



# STORM WATER MANAGEMENT PLAN

## SITE DESCRIPTION

### PROJECT LIMITS:

BEGINNING APPROXIMATELY 500 FEET NORTH OF THE INTERSECTION OF 19TH STREET AND TELEPHONE ROAD AND ENDING APPROXIMATELY 2100 FEET NORTH OF SAID INTERSECTION.

### PROJECT DESCRIPTION:

WIDEN TELEPHONE ROAD AND ADD TRAFFIC SIGNALS TO THE INTERSECTION OF 17TH STREET AND TELEPHONE ROAD.

### SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

PRIOR TO INITIATING SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL INSTALL ALL PERIMETER TEMPORARY SEDIMENT CONTROLS SPECIFIED. STRIP, STOCKPILE, AND STABILIZE TOPSOIL. INSTALL TEMPORARY SEDIMENT CONTROL DEVICES IN CONJUNCTION WITH GRADING OPERATIONS FOR DETOUR. ALL TEMPORARY SEDIMENT CONTROL MUST BE MAINTAINED AND RELOCATED AS NECESSARY TO FACILITATE CONSTRUCTION. ONCE SLOPES ARE COMPLETED FOR DETOUR, PLANT TEMPORARY SEEDING. COMPLETE MAINLINE CONSTRUCTION WHILE MAINTAINING TEMPORARY SLOPES AND SEDIMENT CONTROL. ONCE MAINLINE CONSTRUCTION IS COMPLETE, REMOVE DETOURS AND EXISTING ROADWAY. REPLACE SALVAGED TOPSOIL AND PLACE SOD. AS SITE CONDITIONS WARRANT, THE CONTRACTOR MAY CHOOSE TO MODIFY THE TYPE OR ARRANGEMENT OF TEMPORARY SEDIMENT CONTROL PRACTICES TO IMPROVE EFFECTIVENESS AS APPROVED BY THE ENGINEER. THE CONTRACTOR WILL MAINTAIN A LOG OF THE DATES OF MAJOR SOIL DISTURBING ACTIVITIES AND INSTALLATION OF EROSION CONTROL MEASURES.

SOIL TYPE: KIRKLAND-URBAN LAND-PAWHUSKA COMPLEX, KIRKLAND-PAWHUSKA COMPLEX, RENFROW SILT LOAM, RENFROW-HUSKA COMPLEX, NORGE-URBAN LAND COMPLEX, PORT SILT LOAM

AREA TO BE DISTURBED: 3.94 ACRES

OFFSITE AREA TO BE DISTURBED: \_\_\_\_\_  
(FOR CONTRACTOR USE)

MAXIMUM ACRES TO BE DISTURBED AT ANY ONE TIME: \_\_\_\_\_  
(FOR CONTRACTOR USE)

LATITUDE & LONGITUDE OF CENTER OF PROJECT: N35°19'24.87" W97°29'39.82"

NAME OF RECEIVING WATERS: LITTLE RIVER

SENSITIVE WATERS OR WATERSHEDS: YES  NO

303(d) IMPAIRED WATERS: YES  NO

### NOTE:

THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, AND NOTES.

## EROSION AND SEDIMENT CONTROLS

### SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION

### NOTE:

TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

### STRUCTURAL PRACTICES:

- STABILIZED CONSTRUCTION EXIT
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY FIBER LOG
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- ROCK FILTER DAMS
- TEMPORARY SLOPE DRAIN
- PAVED DITCH W/ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- RIP RAP
- INLET SEDIMENT FILTER
- TEMPORARY BRUSH SEDIMENT BARRIERS
- SANDBAG BERMS
- TEMPORARY STREAM CROSSINGS

### OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

### NOTES:

NONE

### THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

#### MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

#### WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

#### HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

#### GENERAL NOTES:

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

#### THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

- 103.05 BONDING REQUIREMENTS
- 104.10 FINAL CLEANING UP
- 104.12 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104.13 ENVIRONMENTAL PROTECTION
- 106.08 STORAGE AND HANDLING OF MATERIAL
- 107.01 LAWS, RULES AND REGULATIONS TO BE OBSERVED
- 107.20 STORM WATER MANAGEMENT
- 220 MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
- 221 TEMPORARY SEDIMENT CONTROL

#### IN ADDITION:

"ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2012.

SWPPP



SEC. 22, T-10-N, R-3-W

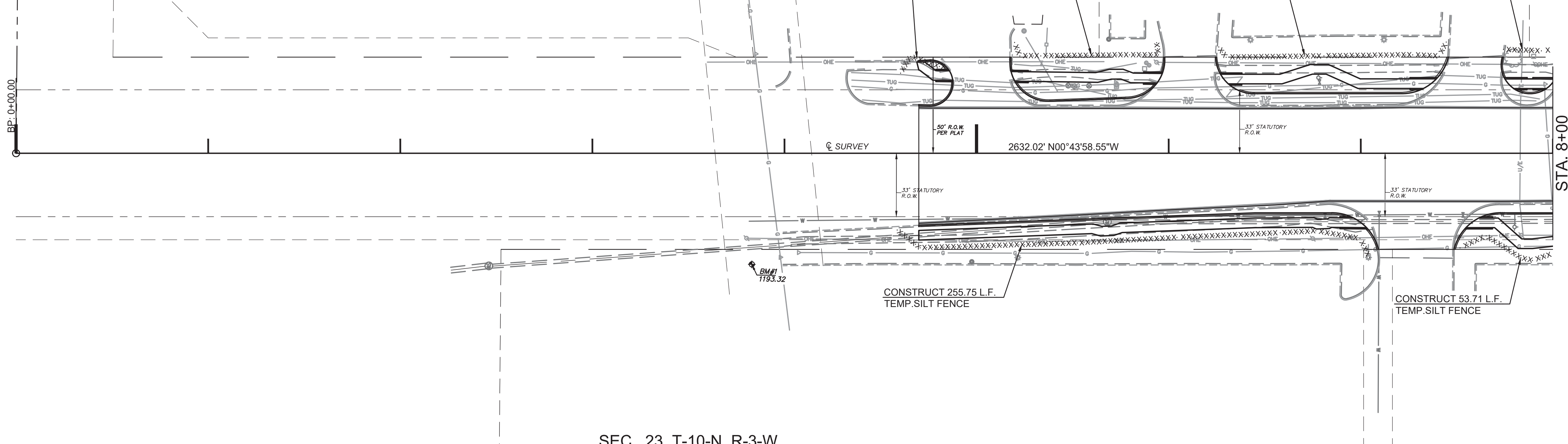
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EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
TEMPORARY SILT FENCE	L.F.	576.21

**EROSION CONTROL LEGEND**  
 TEMP. SILT FENCE · · · · ·  
 ROCK BAG INLET BARRIER ☒

0+00  
BP-0+00.00

CONSTRUCT 29.17 L.F. TEMP.SILT FENCE  
 CONSTRUCT 86.09 L.F. TEMP.SILT FENCE  
 CONSTRUCT 125.72 L.F. TEMP.SILT FENCE  
 CONSTRUCT 25.77 L.F. TEMP.SILT FENCE



STA. 8+00

SEC. 23, T-10-N, R-3-W  
 SEC. 22, T-10-N, R-3-W

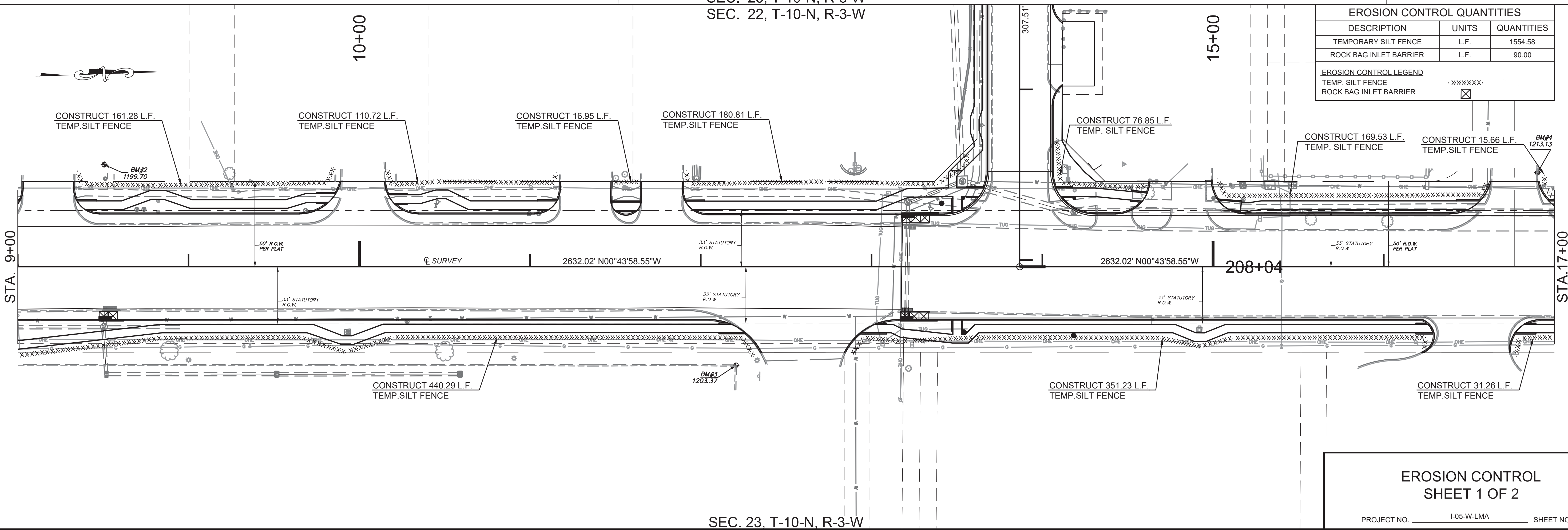
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EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
TEMPORARY SILT FENCE	L.F.	1554.58
ROCK BAG INLET BARRIER	L.F.	90.00

**EROSION CONTROL LEGEND**  
 TEMP. SILT FENCE · · · · ·  
 ROCK BAG INLET BARRIER ☒

10+00

CONSTRUCT 161.28 L.F. TEMP.SILT FENCE  
 CONSTRUCT 110.72 L.F. TEMP.SILT FENCE  
 CONSTRUCT 16.95 L.F. TEMP.SILT FENCE  
 CONSTRUCT 180.81 L.F. TEMP.SILT FENCE  
 CONSTRUCT 76.85 L.F. TEMP. SILT FENCE  
 CONSTRUCT 169.53 L.F. TEMP. SILT FENCE  
 CONSTRUCT 15.66 L.F. TEMP.SILT FENCE



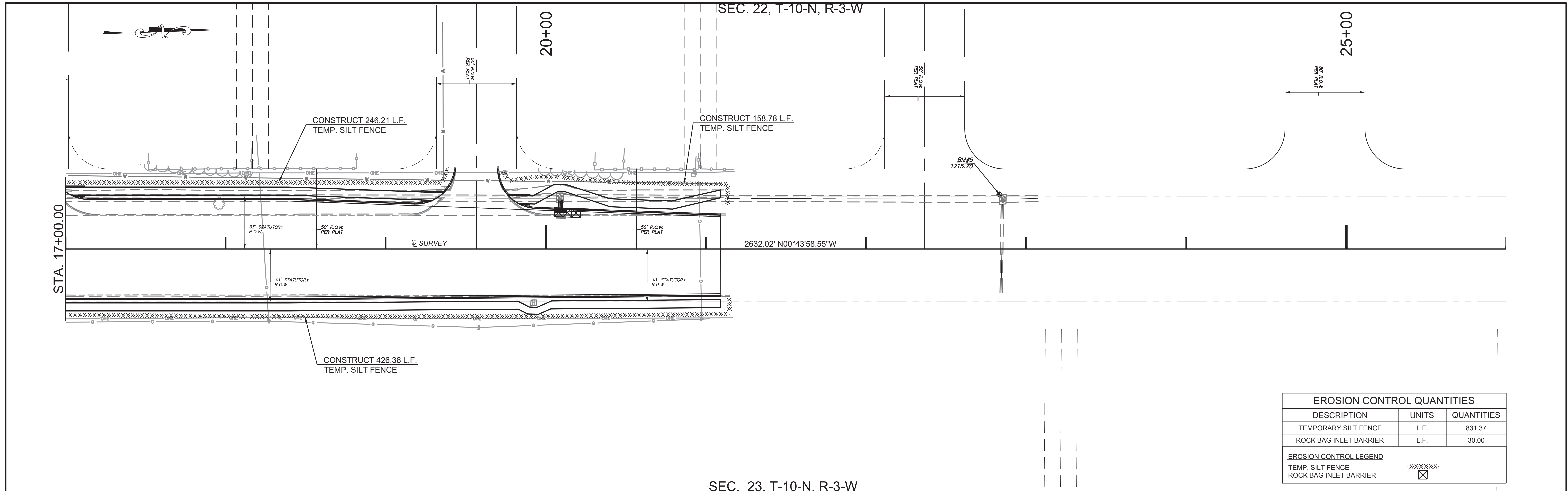
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SEC. 23, T-10-N, R-3-W

**EROSION CONTROL SHEET 1 OF 2**



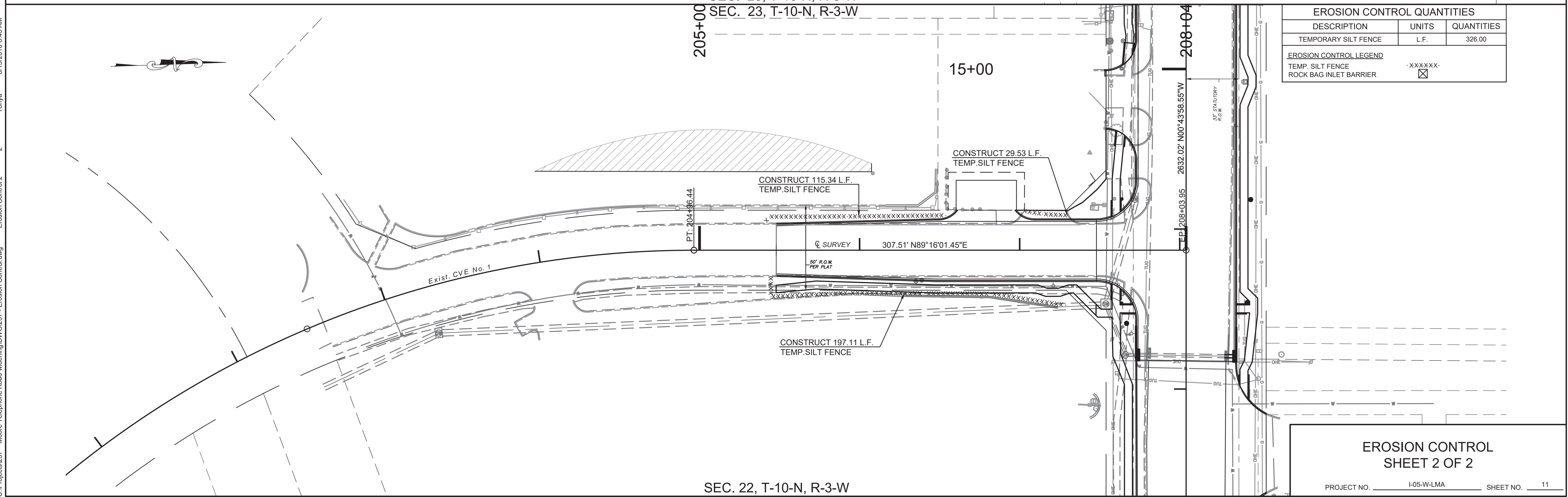


EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
TEMPORARY SILT FENCE	L.F.	831.37
ROCK BAG INLET BARRIER	L.F.	30.00

**EROSION CONTROL LEGEND**

TEMP. SILT FENCE · · · · ·

ROCK BAG INLET BARRIER ☒



EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
TEMPORARY SILT FENCE	L.F.	326.00

**EROSION CONTROL LEGEND**

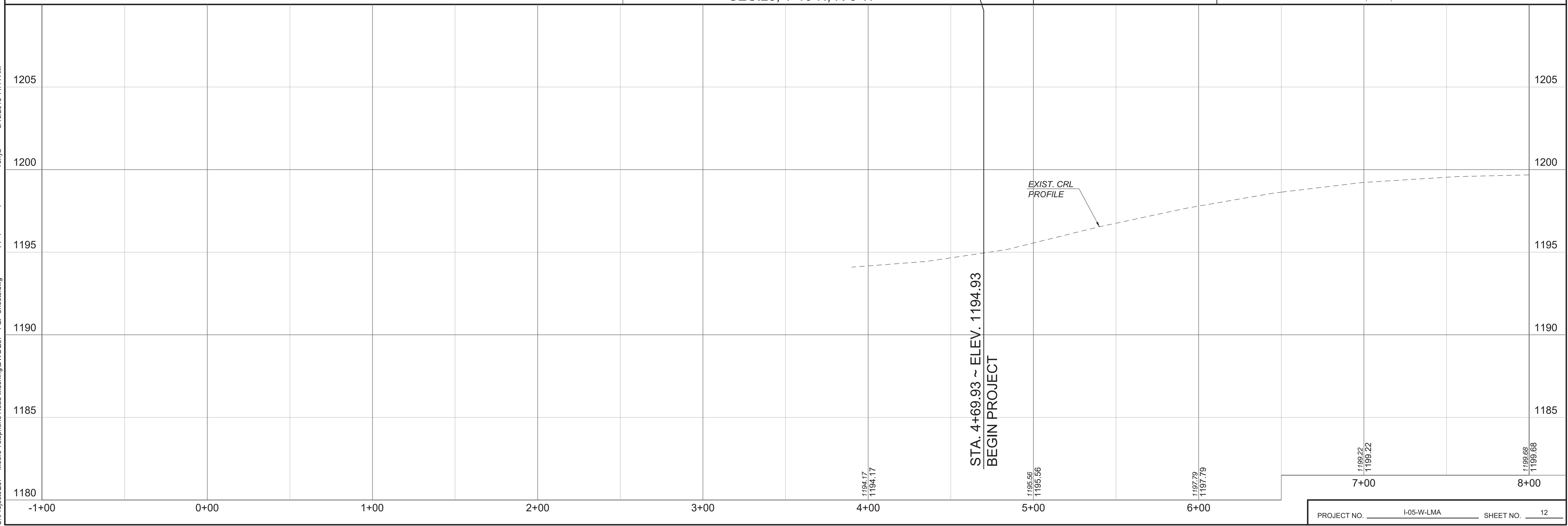
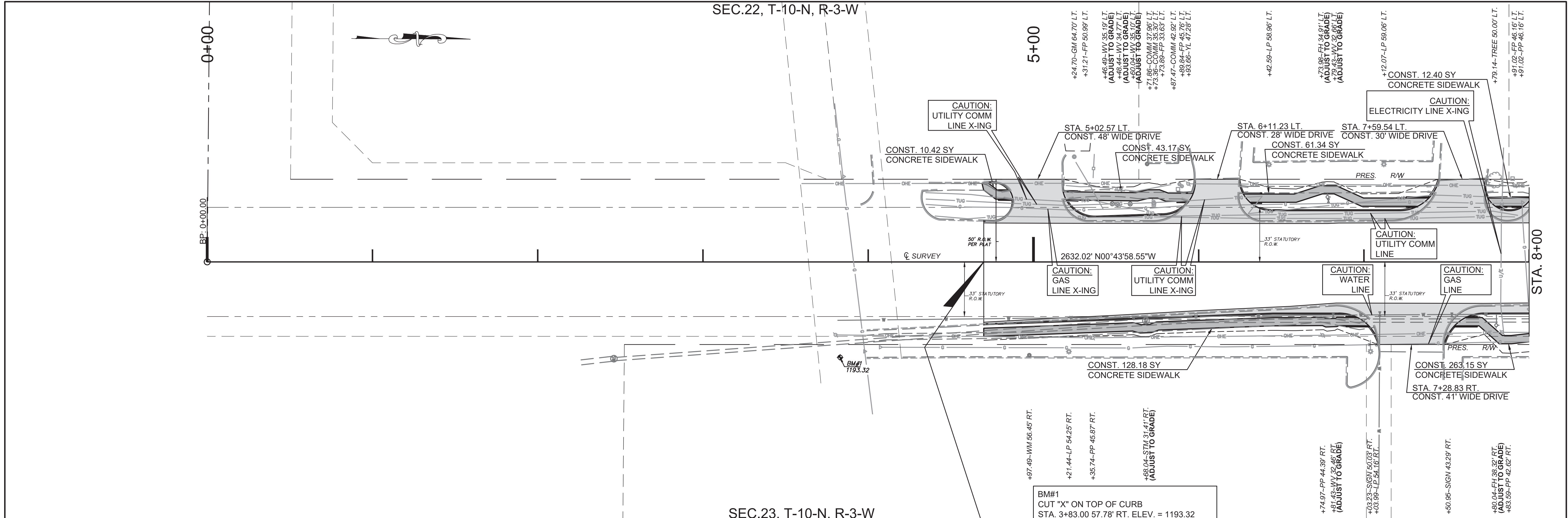
TEMP. SILT FENCE · · · · ·

ROCK BAG INLET BARRIER ☒

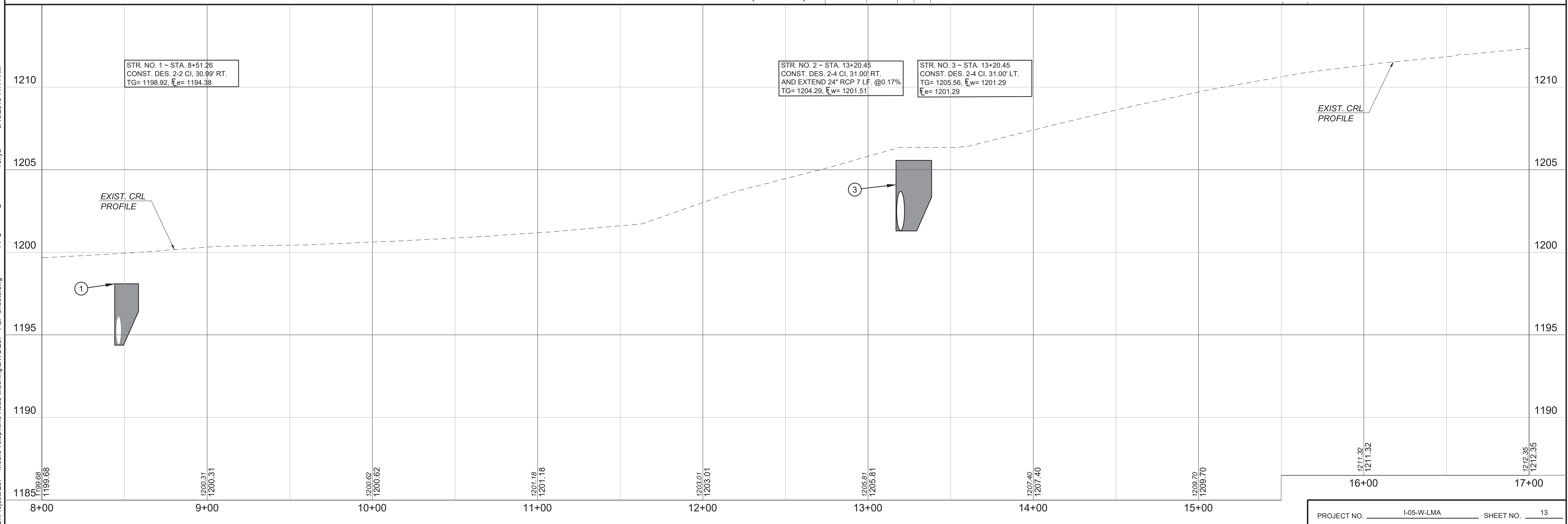
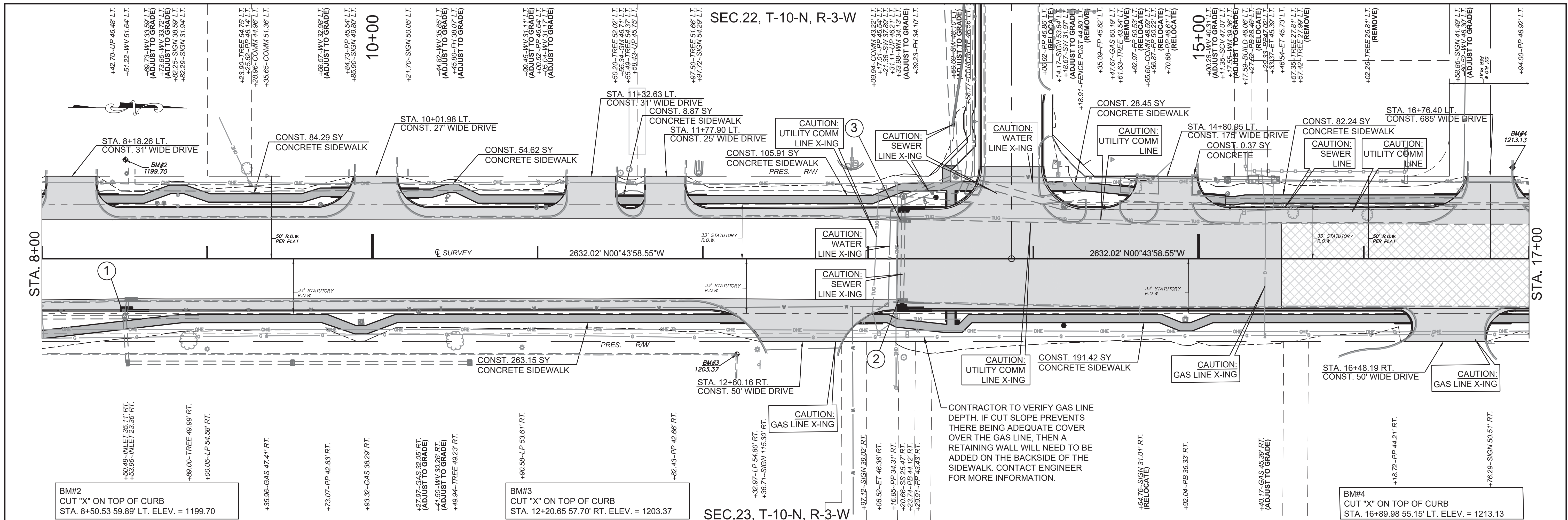
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PROJECT NO. I-05-W-LMA SHEET NO. 11

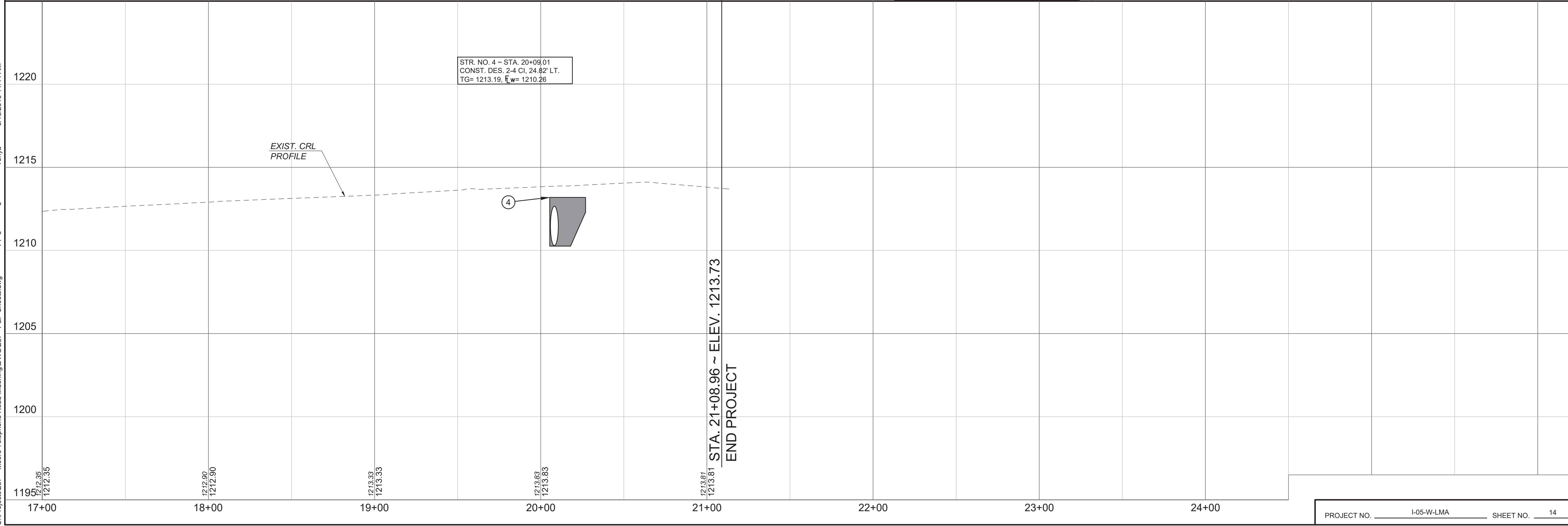
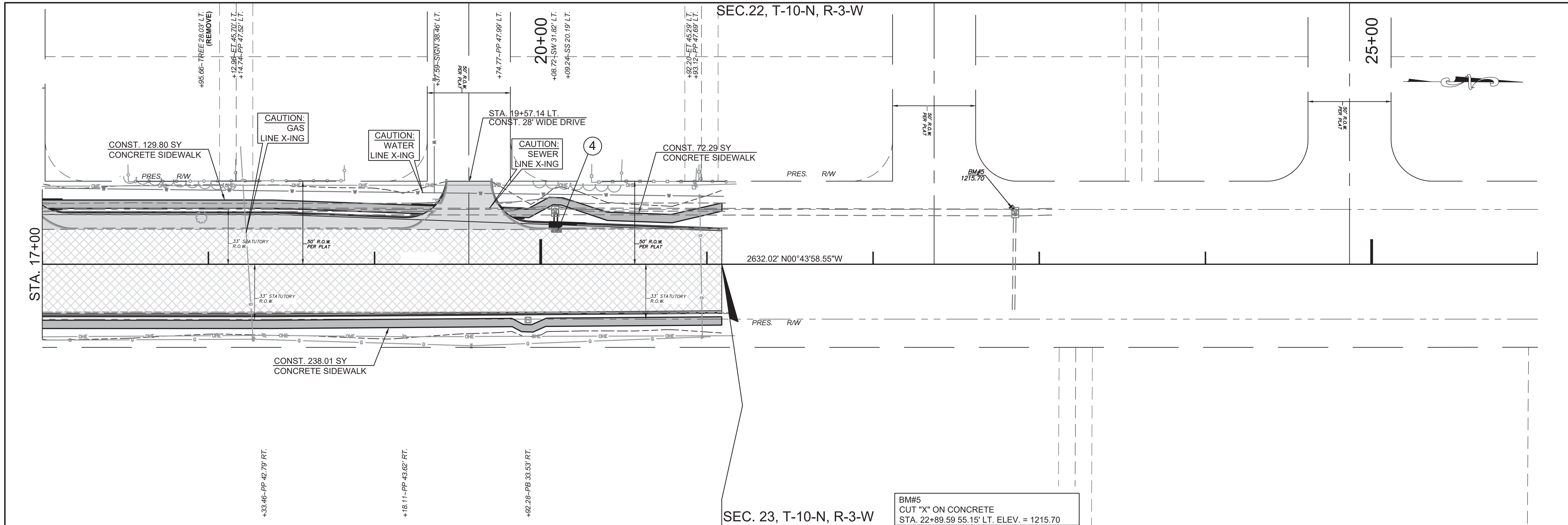
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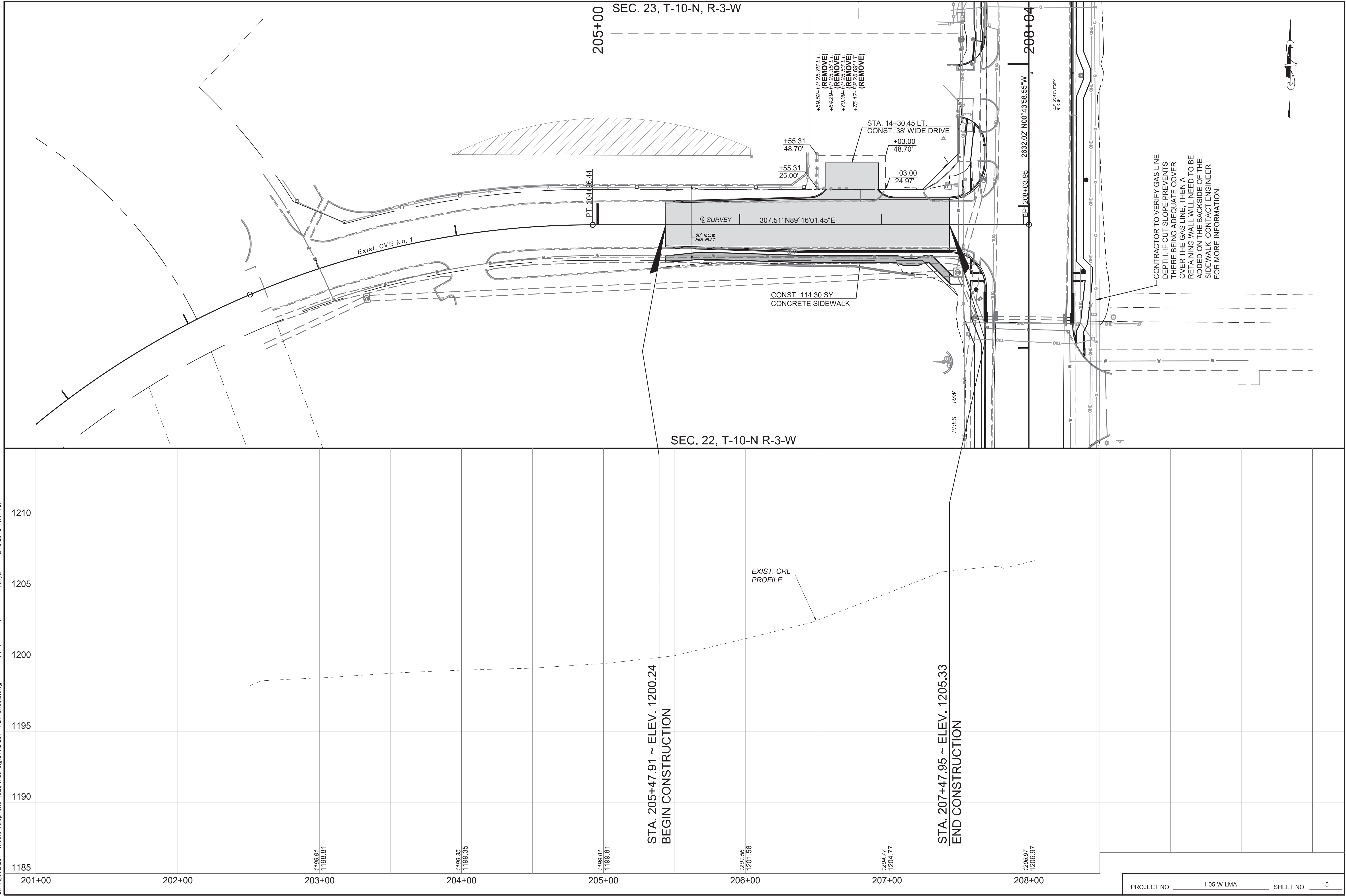




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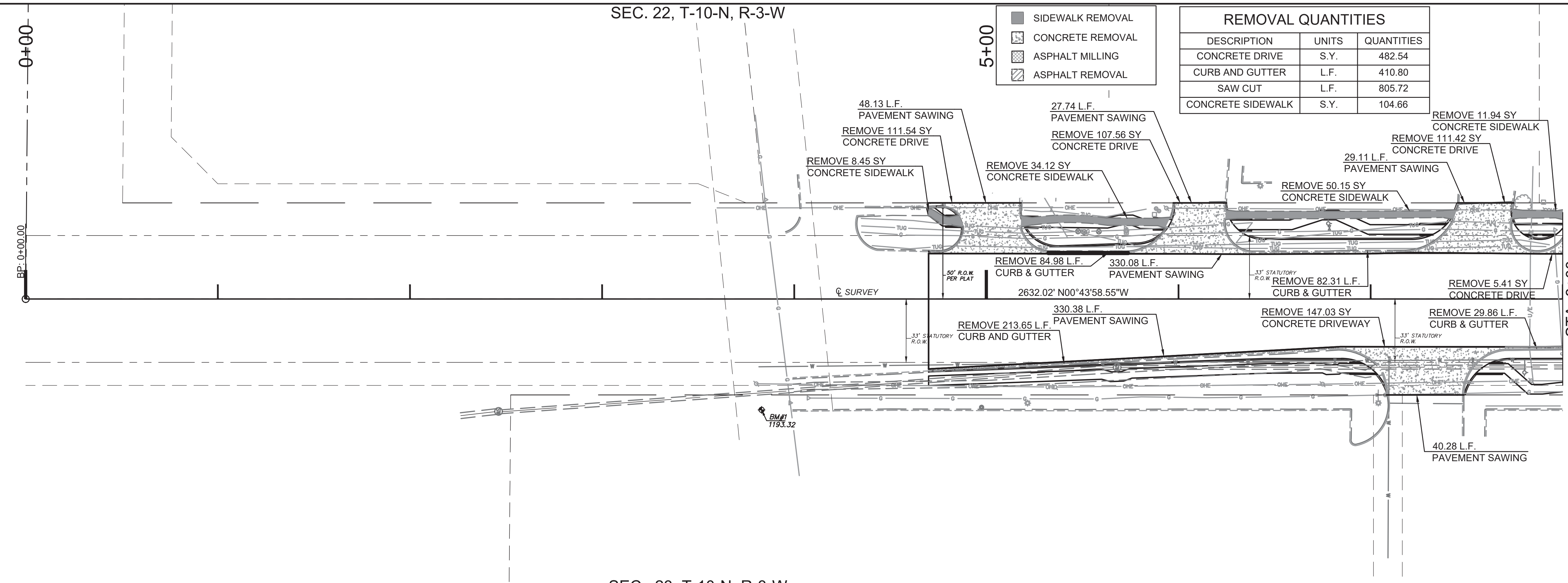




SEC. 22, T-10-N, R-3-W

- SIDEWALK REMOVAL
- ▨ CONCRETE REMOVAL
- ▩ ASPHALT MILLING
- ▧ ASPHALT REMOVAL

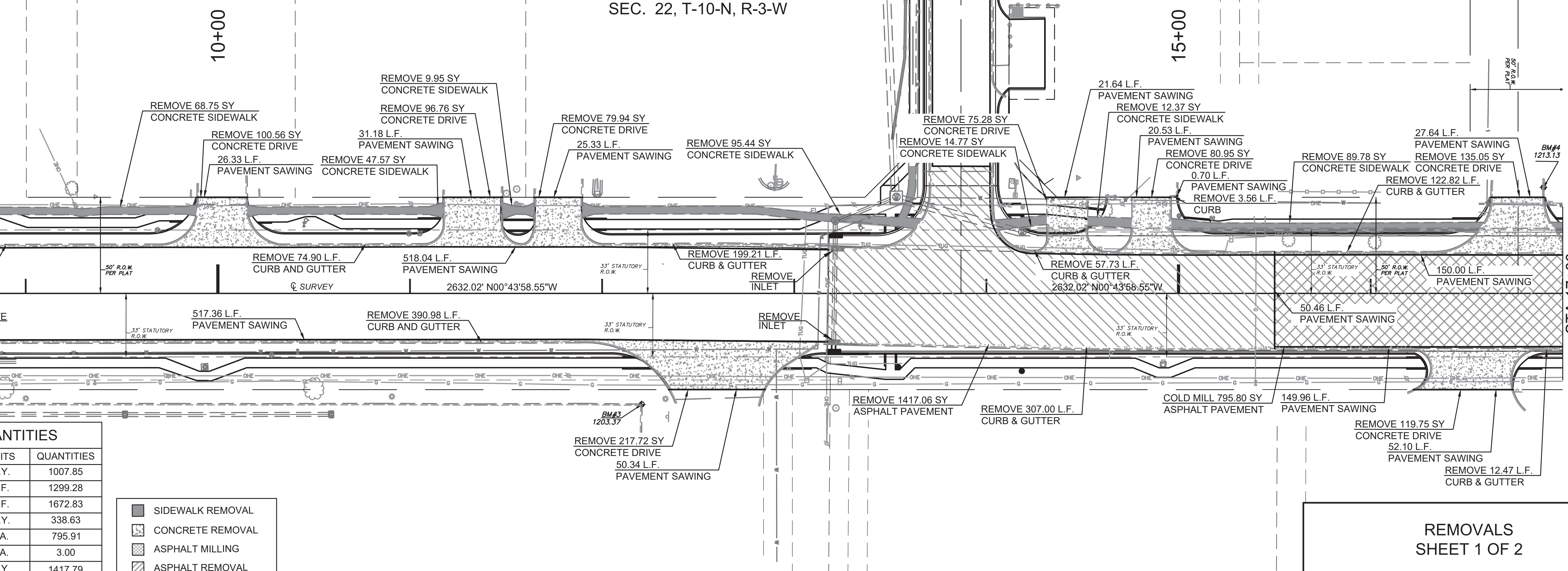
REMOVAL QUANTITIES		
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CONCRETE DRIVE	S.Y.	482.54
CURB AND GUTTER	L.F.	410.80
SAW CUT	L.F.	805.72
CONCRETE SIDEWALK	S.Y.	104.66



SEC. 23, T-10-N, R-3-W  
SEC. 22, T-10-N, R-3-W

- SIDEWALK REMOVAL
- ▨ CONCRETE REMOVAL
- ▩ ASPHALT MILLING
- ▧ ASPHALT REMOVAL

REMOVAL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
CONCRETE DRIVE	S.Y.	1007.85
CURB AND GUTTER	L.F.	1299.28
SAW CUT	L.F.	1672.83
CONCRETE SIDEWALK	S.Y.	338.63
COLDMILLING	EA.	795.91
INLET	EA.	3.00
ASPHALT PAVEMENT	S.Y.	1417.79



SEC. 23, T-10-N, R-3-W

**REMOVALS SHEET 1 OF 2**

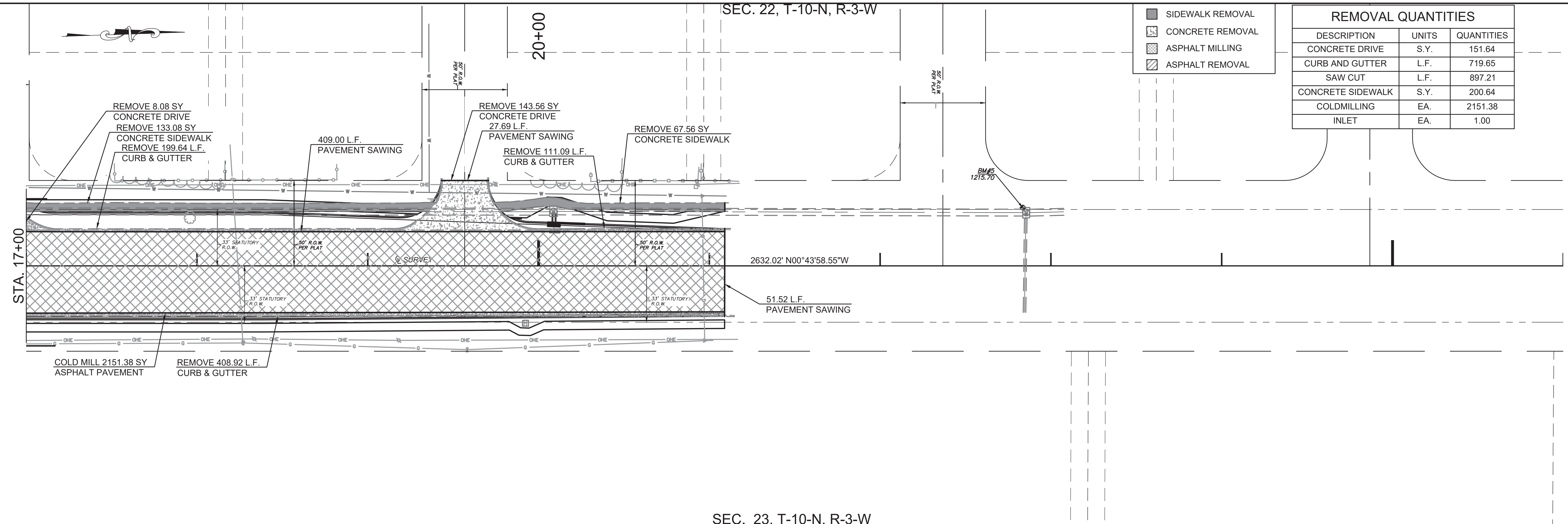
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CLEVELAND COUNTY  
TELEPHONE ROAD WIDENING

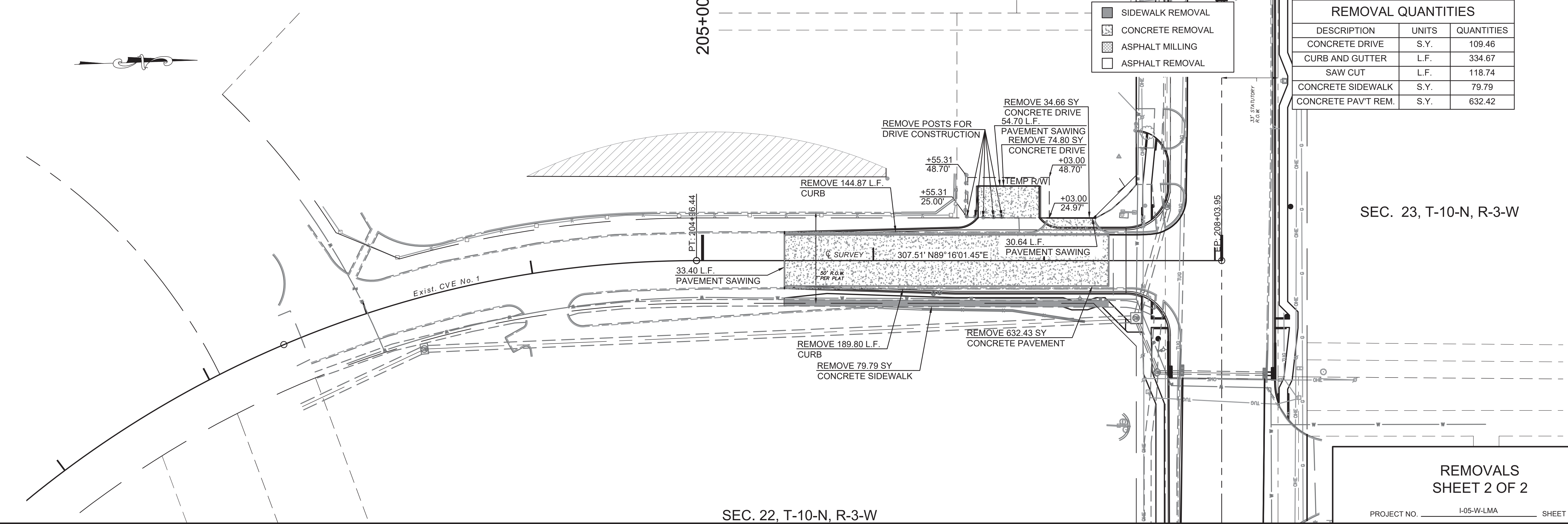


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- SIDEWALK REMOVAL
- CONCRETE REMOVAL
- ASPHALT MILLING
- ASPHALT REMOVAL

REMOVAL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
CONCRETE DRIVE	S.Y.	151.64
CURB AND GUTTER	L.F.	719.65
SAW CUT	L.F.	897.21
CONCRETE SIDEWALK	S.Y.	200.64
COLDMILLING	EA.	2151.38
INLET	EA.	1.00



- SIDEWALK REMOVAL
- CONCRETE REMOVAL
- ASPHALT MILLING
- ASPHALT REMOVAL

REMOVAL QUANTITIES		
DESCRIPTION	UNITS	QUANTITIES
CONCRETE DRIVE	S.Y.	109.46
CURB AND GUTTER	L.F.	334.67
SAW CUT	L.F.	118.74
CONCRETE SIDEWALK	S.Y.	79.79
CONCRETE PAVT REM.	S.Y.	632.42

SEC. 23, T-10-N, R-3-W

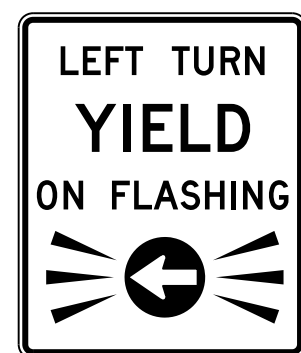
REMOVALS  
SHEET 2 OF 2

SEC. 22, T-10-N, R-3-W

TELEPHONE ROAD WIDENING CLEVELAND COUNTY

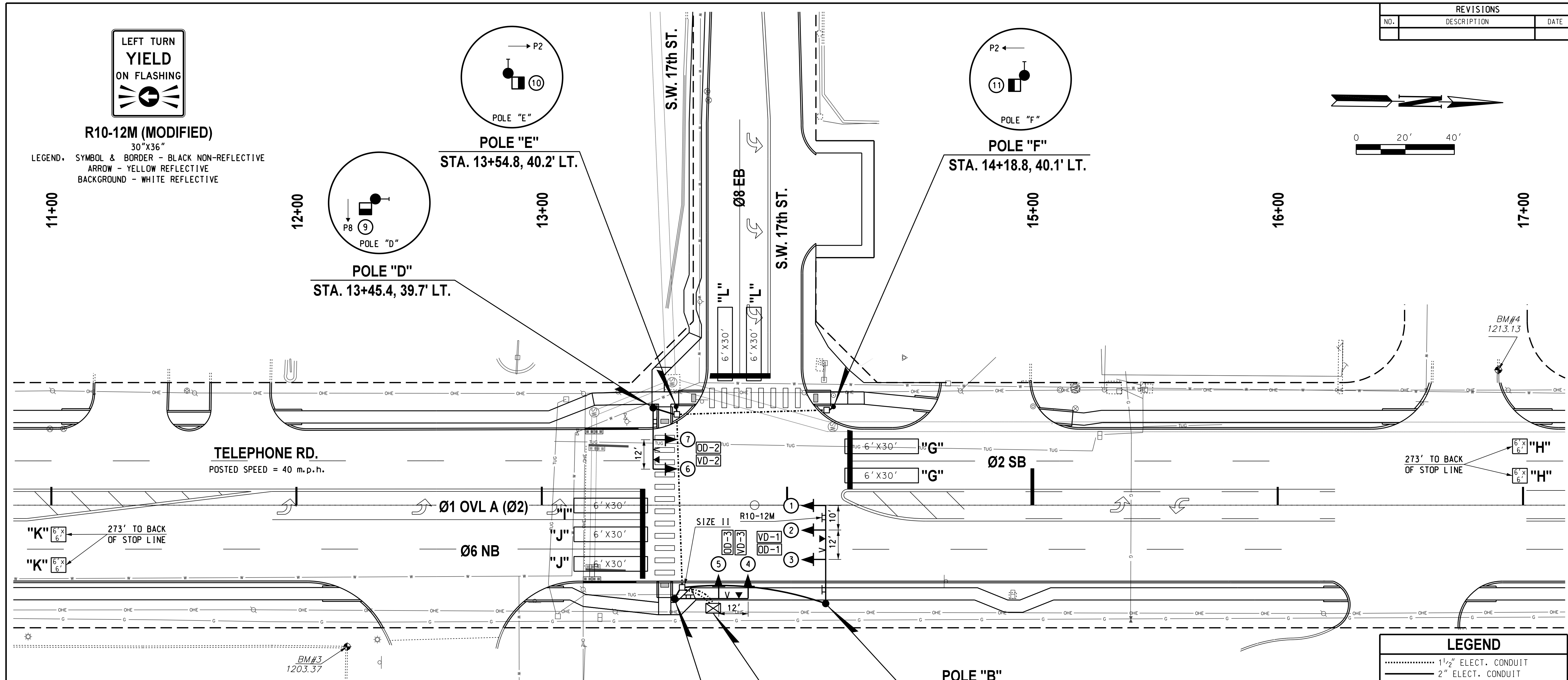
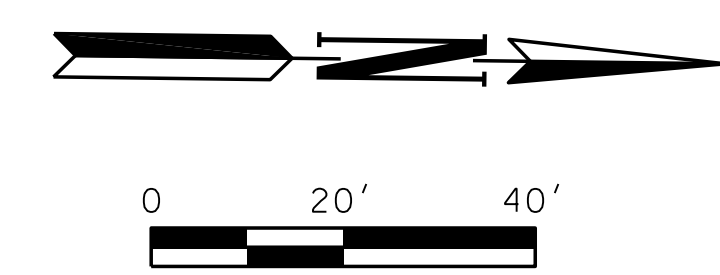


REVISIONS		
NO.	DESCRIPTION	DATE



**R10-12M (MODIFIED)**  
30"x36"

LEGEND. SYMBOL & BORDER - BLACK NON-REFLECTIVE  
ARROW - YELLOW REFLECTIVE  
BACKGROUND - WHITE REFLECTIVE



**TELEPHONE RD.**  
POSTED SPEED = 40 m.p.h.

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
1	1 - ONEWAY (S-13)L	MAST ARM	V-1	B-2
2,3,4,5,6,7	6 - ONEWAY (S-6)	MAST ARM	V-1	B-2
8,9,10,11	4 - ONEWAY (S-20)	CLAMP	--	--

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
B	32'	40' T.S.	S-40
C	32'	30' T.S.	S-30
D	32'	25' T.S.	S-25
E	10'	PED. POLE	F-2
F	10'	PED. POLE	F-2

ELECTRICAL CABLE TO CONTROLLER "A" LOCATION				
B-21C	C-21C/5C	D-21C/5C	E-5C/5C	F-5C/5C

**VIDEO DETECTION NOTE:**  
VIDEO VEHICLE DETECTION WILL BE PROVIDED FOR THIS INTERSECTION. THE DETECTOR LOOPS SHOWN ON THE PAVEMENT ARE SHOWN ONLY TO DEPICT THE AREAS OF DETECTION FOR THE VIDEO DETECTION UNITS ALONG WITH THE PHASES THAT EACH VIDEO DETECTOR UNIT WILL CALL.

**PUSH BUTTON NOTE:**  
THE POLE ENLARGEMENT DETAIL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE PLACEMENT OF THE PEDESTRIAN PUSH BUTTONS AND SIGNAL HEADS SHALL BE INSTALLED ON THE POLES SUCH THAT THE SIGNAL HEADS ARE VISIBLE FROM THE CROSSWALK AND THE PUSH BUTTONS ARE ACCESSIBLE FROM THE ADJACENT SIDEWALK. THE HANDHOLE SHALL NOT CONFLICT WITH THE PUSH BUTTON LOCATIONS AS SHOWN.

.....	1 1/2" ELECT. CONDUIT
----	2" ELECT. CONDUIT
----	3" ELECT. CONDUIT
----	4" ELECT. CONDUIT
----	EXISTING CONDUIT
□	SIZE I PULL BOX
⊗	EXISTING PULL BOX
○	SIZE III PULL BOX
⊗	SERVICE POLE
⊗	CONTROLLER
⊗	PEDESTRIAN PUSH BUTTON
⊗	WALK AND DON'T WALK
⊗	SIGNAL HEAD WITH BACKPLATE
⊗	LUMINAIRE WITH MAST ARM
⊗	VIDEO DETECTION
⊗	STREET NAME SIGN
⊗	MAST ARM WITH POLE
⊗	SIGNAL HEAD NO.
⊗	MAST ARM & POLE WITH ABOVE SYMBOLS
⊗	DETECTOR LOOP/VIDEO DETECTION AREA



Design MSH 03/31/17  
Drawn GDB 03/31/17



**SIGNAL PLAN**  
**S.W. 17th ST. & TELEPHONE RD.**

Project No. I-05-W-LMA Sheet No. 18

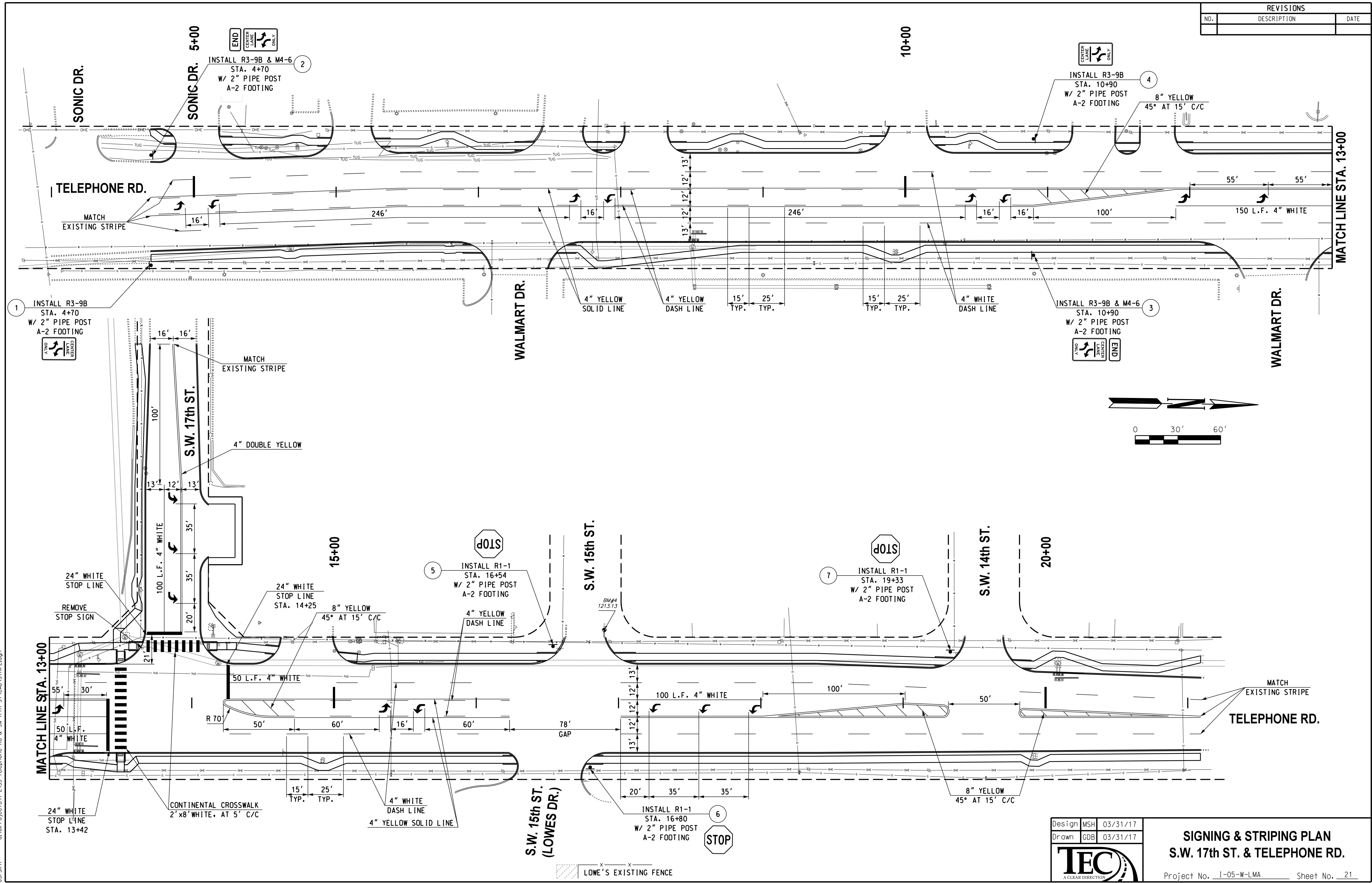
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Design	MSH	03/31/17
Drawn	GDB	03/31/17



**SIGNING & STRIPING PLAN**  
**S.W. 17th ST. & TELEPHONE RD.**

Project No. I-05-W-LMA Sheet No. 21  
 CLEVELAND COUNTY

LOWE'S EXISTING FENCE

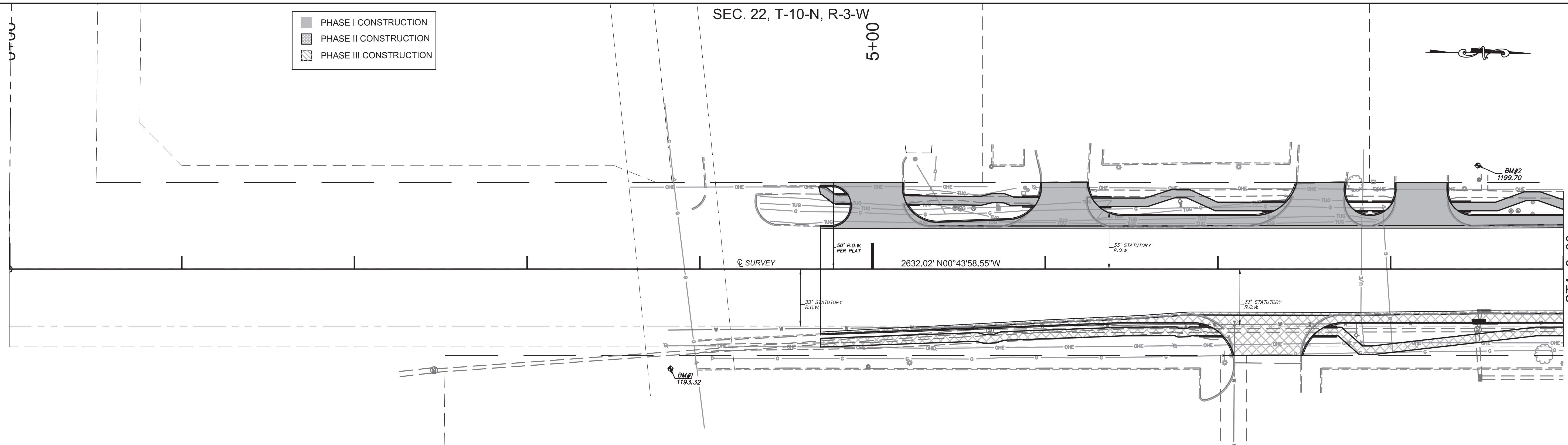


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Sequence Of Construction 1  
1  
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PHASE I CONSTRUCTION  
 PHASE II CONSTRUCTION  
 PHASE III CONSTRUCTION

SEC. 22, T-10-N, R-3-W

5+00



STA. 9+00

<p><b>PHASE 1</b></p> <p>A. SHIFT NORTHBOUND TRAFFIC TO THE OUTSIDE NORTHBOUND LANE.          B. SHIFT SOUTHBOUND TRAFFIC TO INSIDE NORTH BOUND LANE.          C. CONSTRUCT SOUTHBOUND WIDENING &amp; 17TH STREET INTERSECTION.          1. 17TH STREET TO BE CONSTRUCTED ONE HALF AT A TIME. 17TH STREET TO BE ACCESSIBLE AT ALL TIMES.</p>	<p><b>PHASE 2</b></p> <p>A. SHIFT TRAFFIC TO SOUTHBOUND LANES.          B. CONSTRUCT NORTHBOUND WIDENING &amp; NORTHBOUND LANES AT 17TH STREET INTERSECTION.</p> <p><b>PHASE 3</b></p> <p>A. SIGN, STRIPE AND OPEN TO TRAFFIC.</p>
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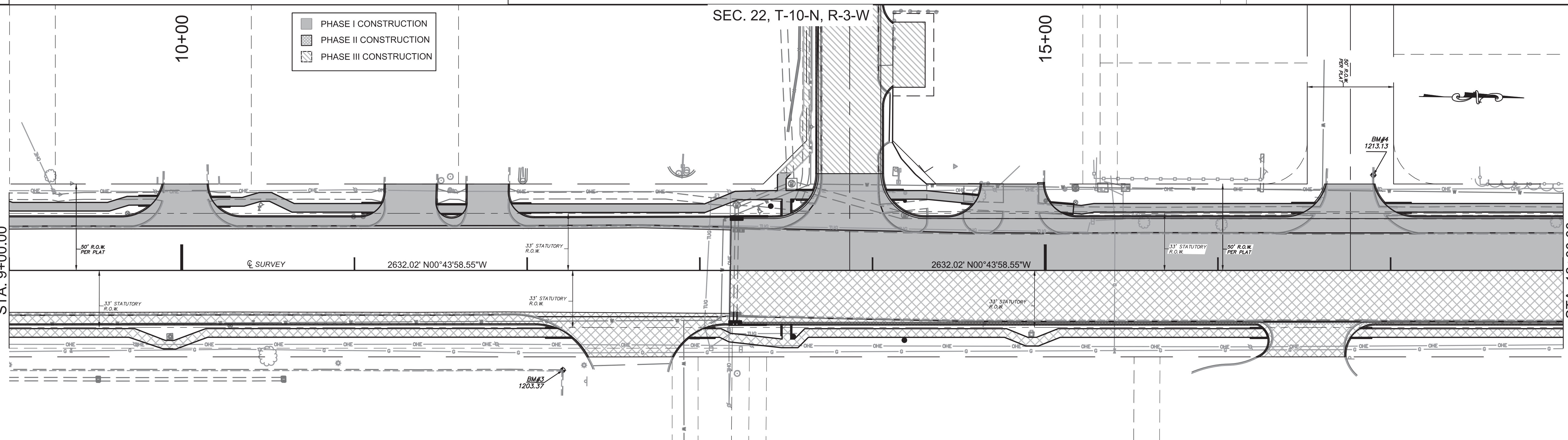
SEC. 23, T-10-N, R-3-W

SEC. 22, T-10-N, R-3-W

10+00

15+00

PHASE I CONSTRUCTION  
 PHASE II CONSTRUCTION  
 PHASE III CONSTRUCTION



STA. 9+00.00

STA. 18+00.00

<p><b>PHASE 1</b></p> <p>A. SHIFT NORTHBOUND TRAFFIC TO THE OUTSIDE NORTHBOUND LANE.          B. SHIFT SOUTHBOUND TRAFFIC TO INSIDE NORTH BOUND LANE.          C. CONSTRUCT SOUTHBOUND WIDENING &amp; 17TH STREET INTERSECTION.          1. 17TH STREET TO BE CONSTRUCTED ONE HALF AT A TIME. 17TH STREET TO BE ACCESSIBLE AT ALL TIMES.</p>	<p><b>PHASE 2</b></p> <p>A. SHIFT TRAFFIC TO SOUTHBOUND LANES.          B. CONSTRUCT NORTHBOUND WIDENING &amp; NORTHBOUND LANES AT 17TH STREET INTERSECTION.</p> <p><b>PHASE 3</b></p> <p>A. SIGN, STRIPE AND OPEN TO TRAFFIC.</p>
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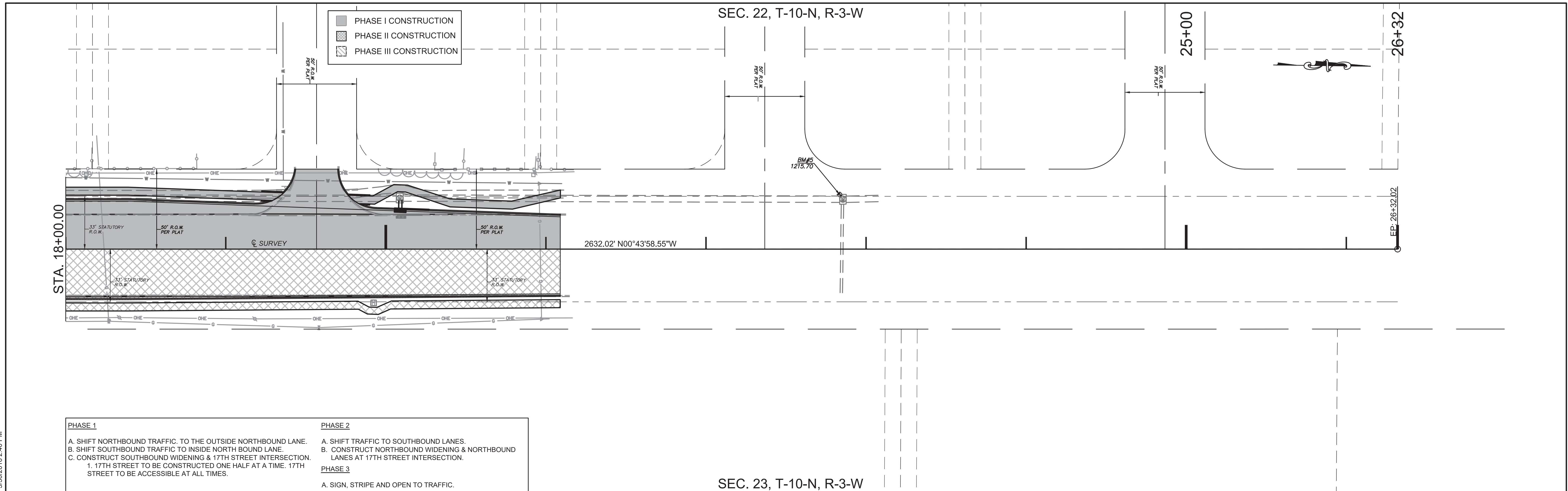
SEC. 23, T-10-N, R-3-W

**SUGGESTED SEQUENCE OF CONSTRUCTION SHEET 1 OF 2**

PROJECT NO. I-05-W-LMA SHEET NO. 22

CLEVELAND COUNTY TELEPHONE ROAD WIDENING

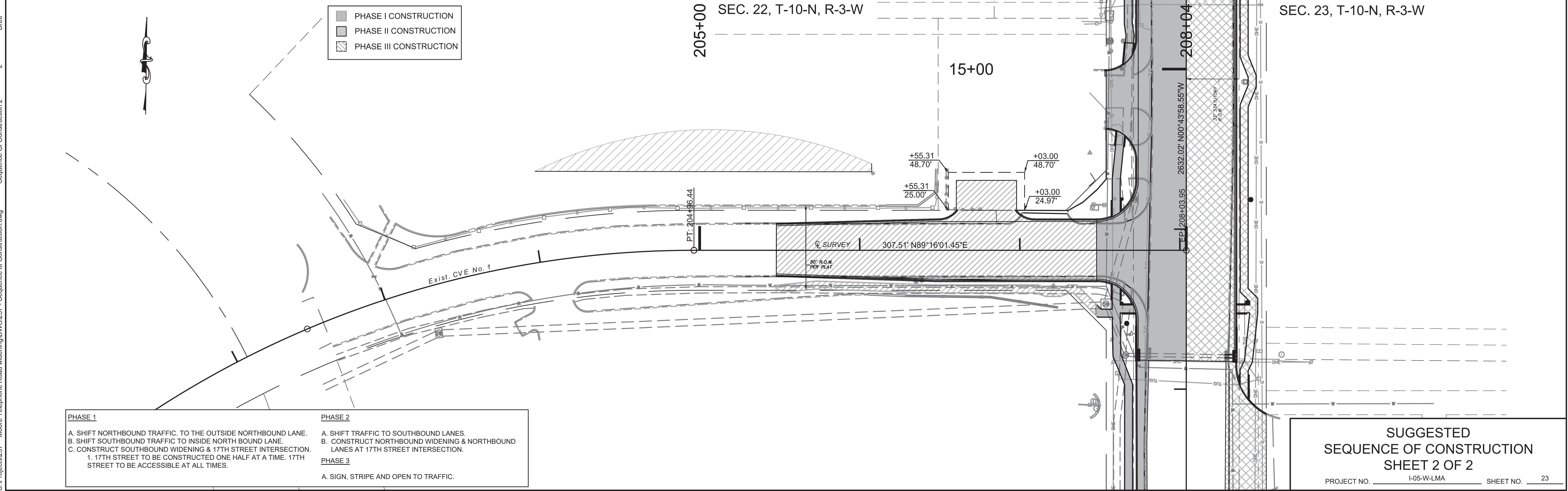




**PHASE 1**  
 A. SHIFT NORTHBOUND TRAFFIC TO THE OUTSIDE NORTHBOUND LANE.  
 B. SHIFT SOUTHBOUND TRAFFIC TO INSIDE NORTH BOUND LANE.  
 C. CONSTRUCT SOUTHBOUND WIDENING & 17TH STREET INTERSECTION.  
 1. 17TH STREET TO BE CONSTRUCTED ONE HALF AT A TIME. 17TH STREET TO BE ACCESSIBLE AT ALL TIMES.

**PHASE 2**  
 A. SHIFT TRAFFIC TO SOUTHBOUND LANES.  
 B. CONSTRUCT NORTHBOUND WIDENING & NORTHBOUND LANES AT 17TH STREET INTERSECTION.

**PHASE 3**  
 A. SIGN, STRIPE AND OPEN TO TRAFFIC.



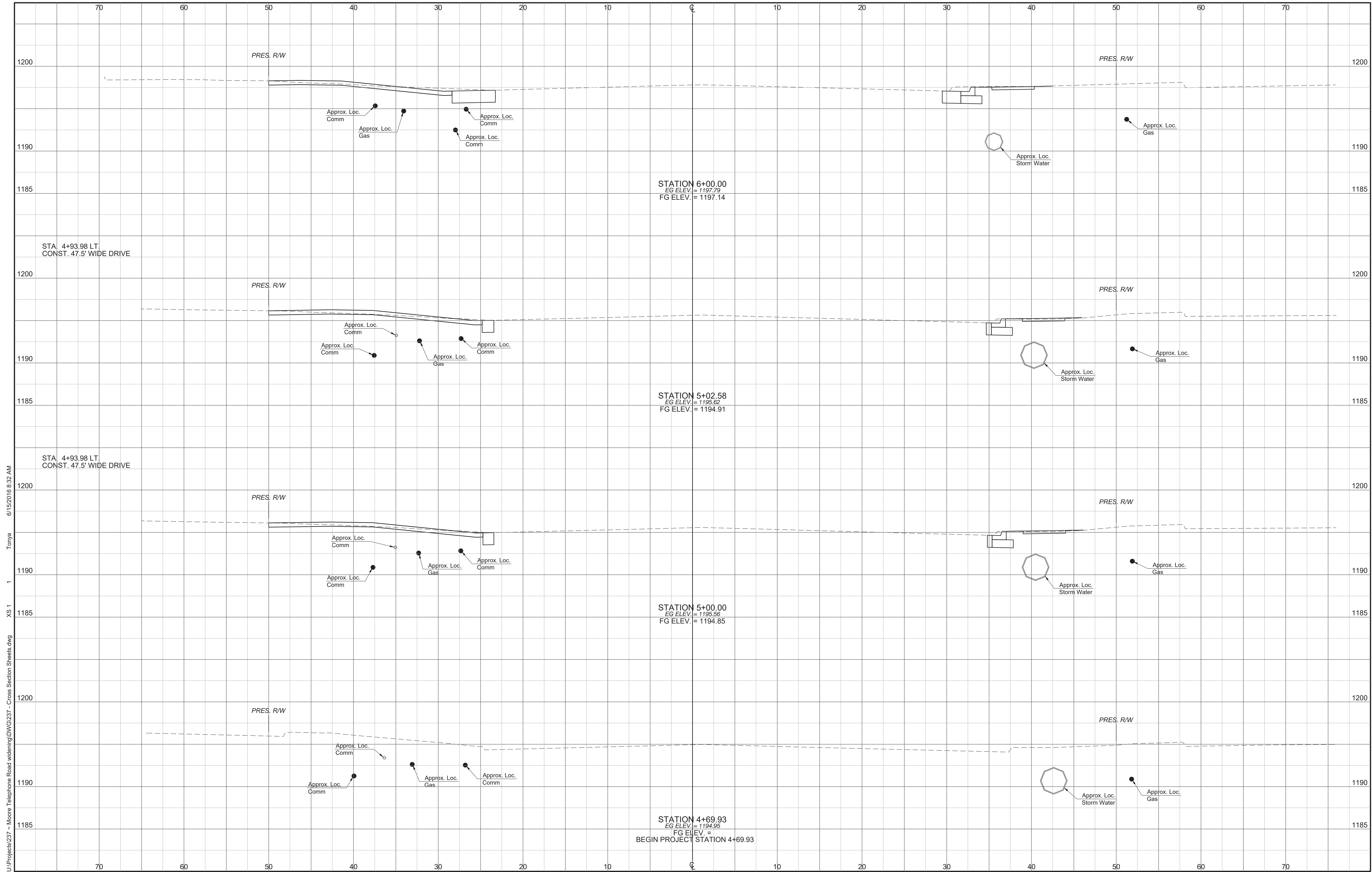
**PHASE 1**  
 A. SHIFT NORTHBOUND TRAFFIC TO THE OUTSIDE NORTHBOUND LANE.  
 B. SHIFT SOUTHBOUND TRAFFIC TO INSIDE NORTH BOUND LANE.  
 C. CONSTRUCT SOUTHBOUND WIDENING & 17TH STREET INTERSECTION.  
 1. 17TH STREET TO BE CONSTRUCTED ONE HALF AT A TIME. 17TH STREET TO BE ACCESSIBLE AT ALL TIMES.

**PHASE 2**  
 A. SHIFT TRAFFIC TO SOUTHBOUND LANES.  
 B. CONSTRUCT NORTHBOUND WIDENING & NORTHBOUND LANES AT 17TH STREET INTERSECTION.

**PHASE 3**  
 A. SIGN, STRIPE AND OPEN TO TRAFFIC.

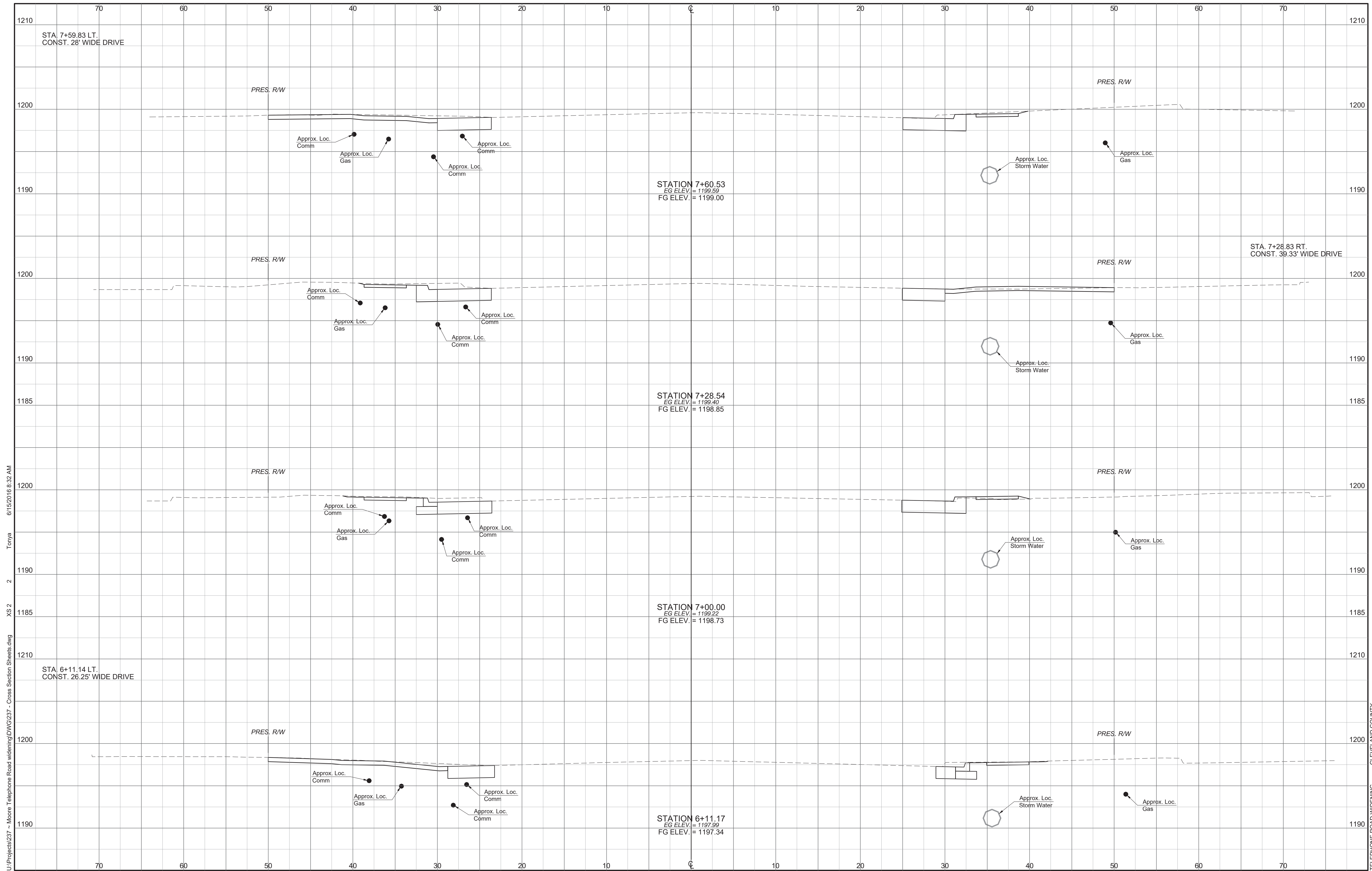
**SUGGESTED SEQUENCE OF CONSTRUCTION SHEET 2 OF 2**

PROJECT NO. I-05-W-LMA SHEET NO. 23



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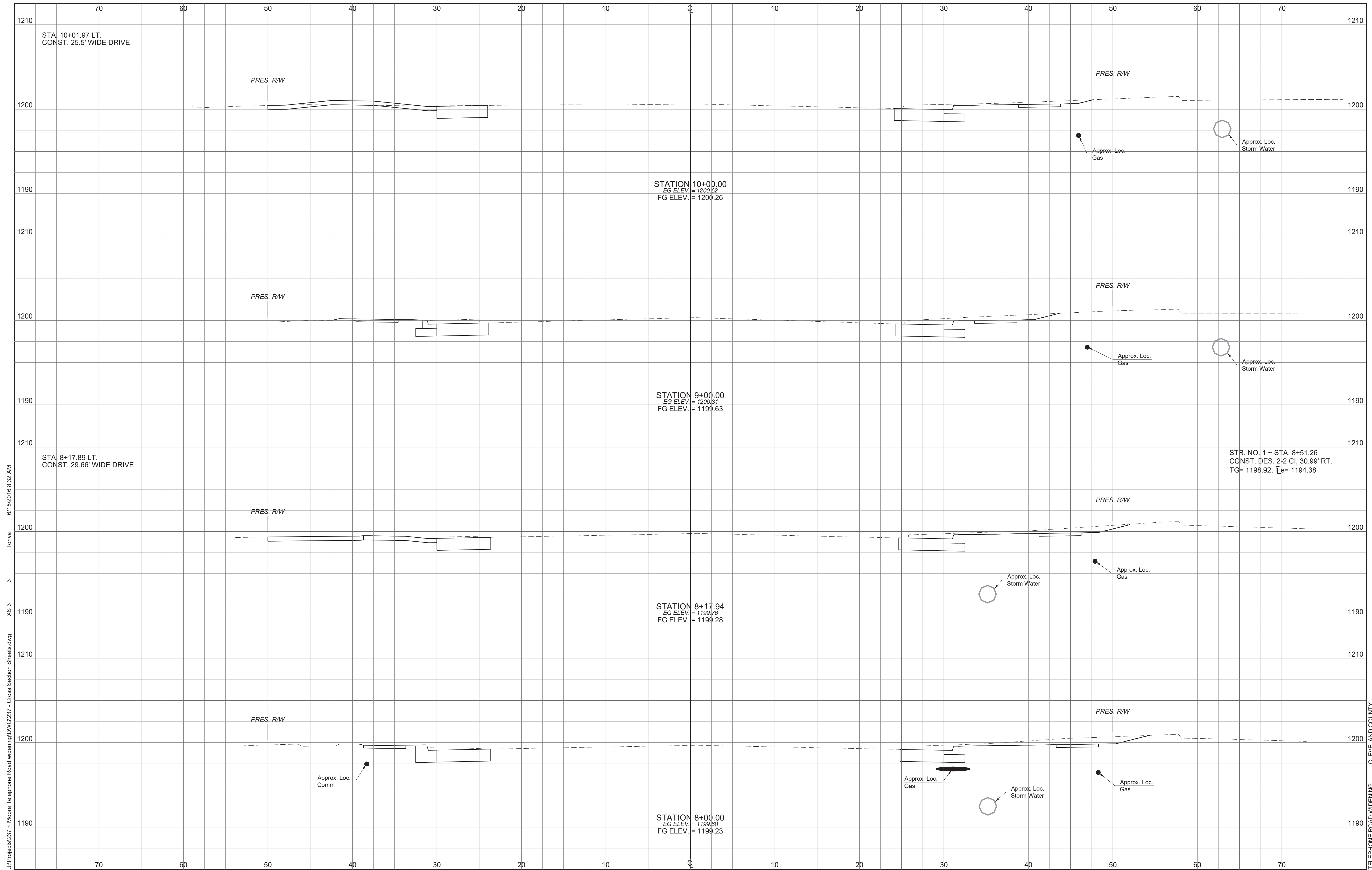
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CLEVELAND COUNTY  
TELEPHONE ROAD WIDENING

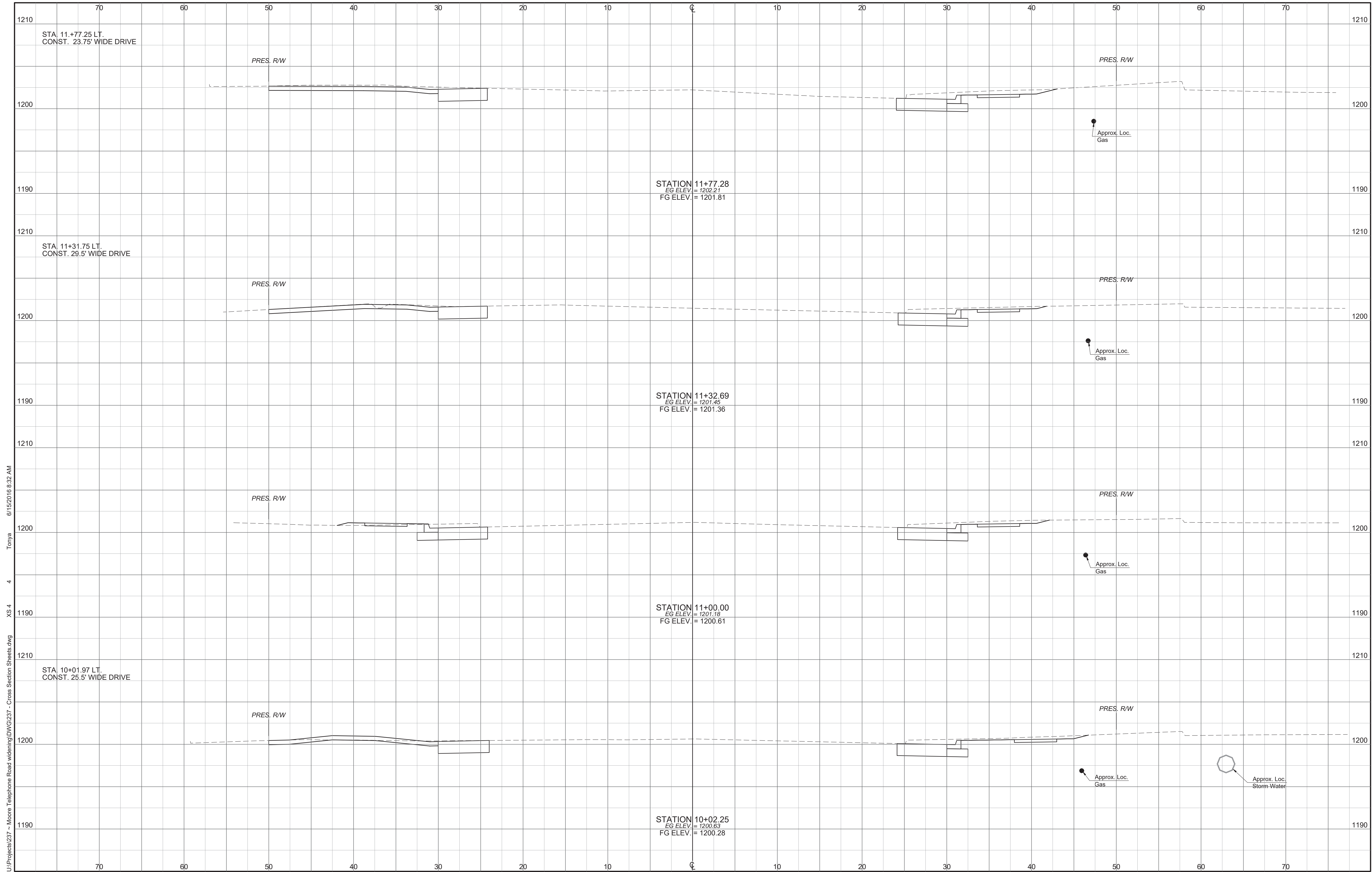




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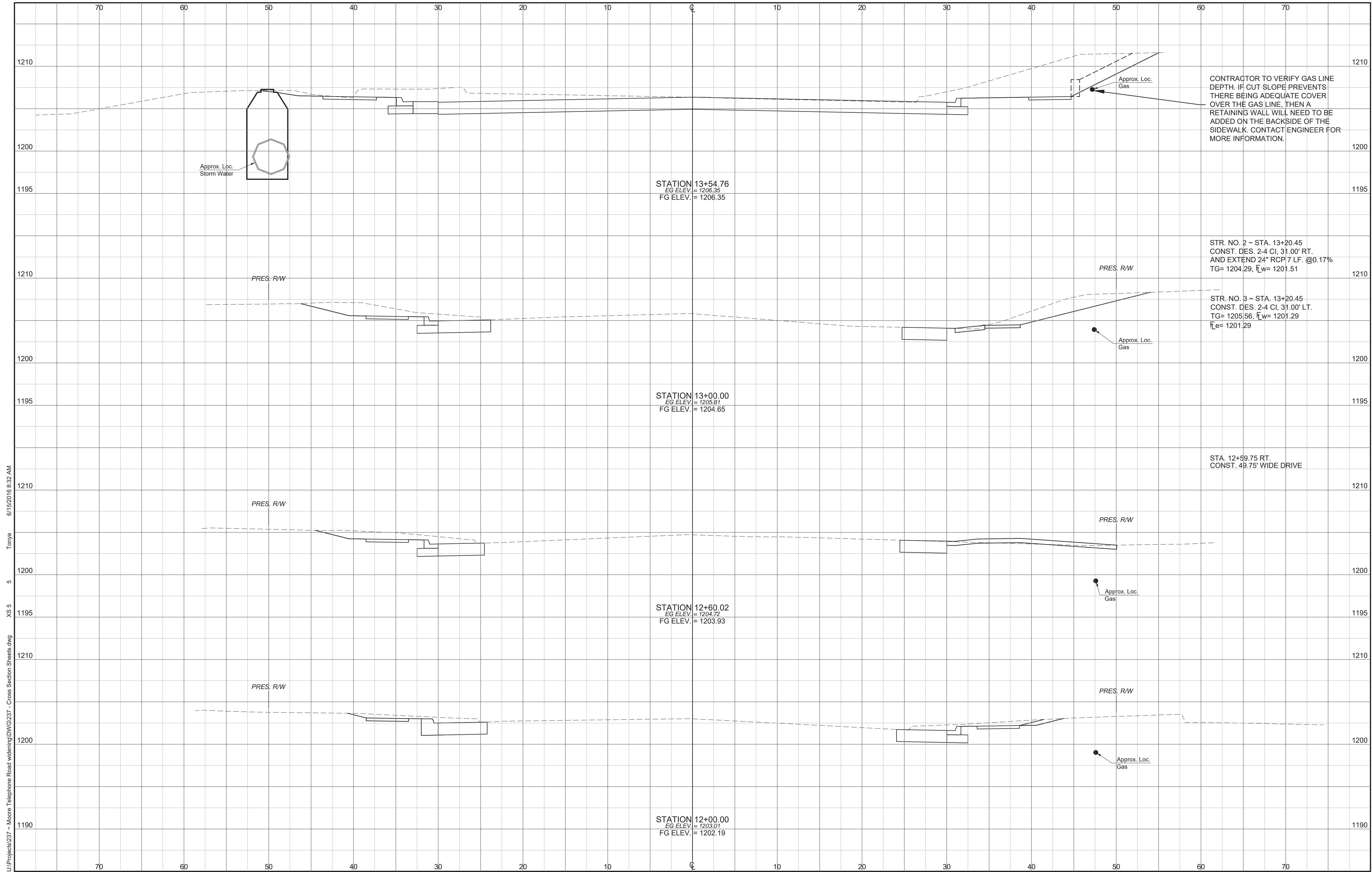
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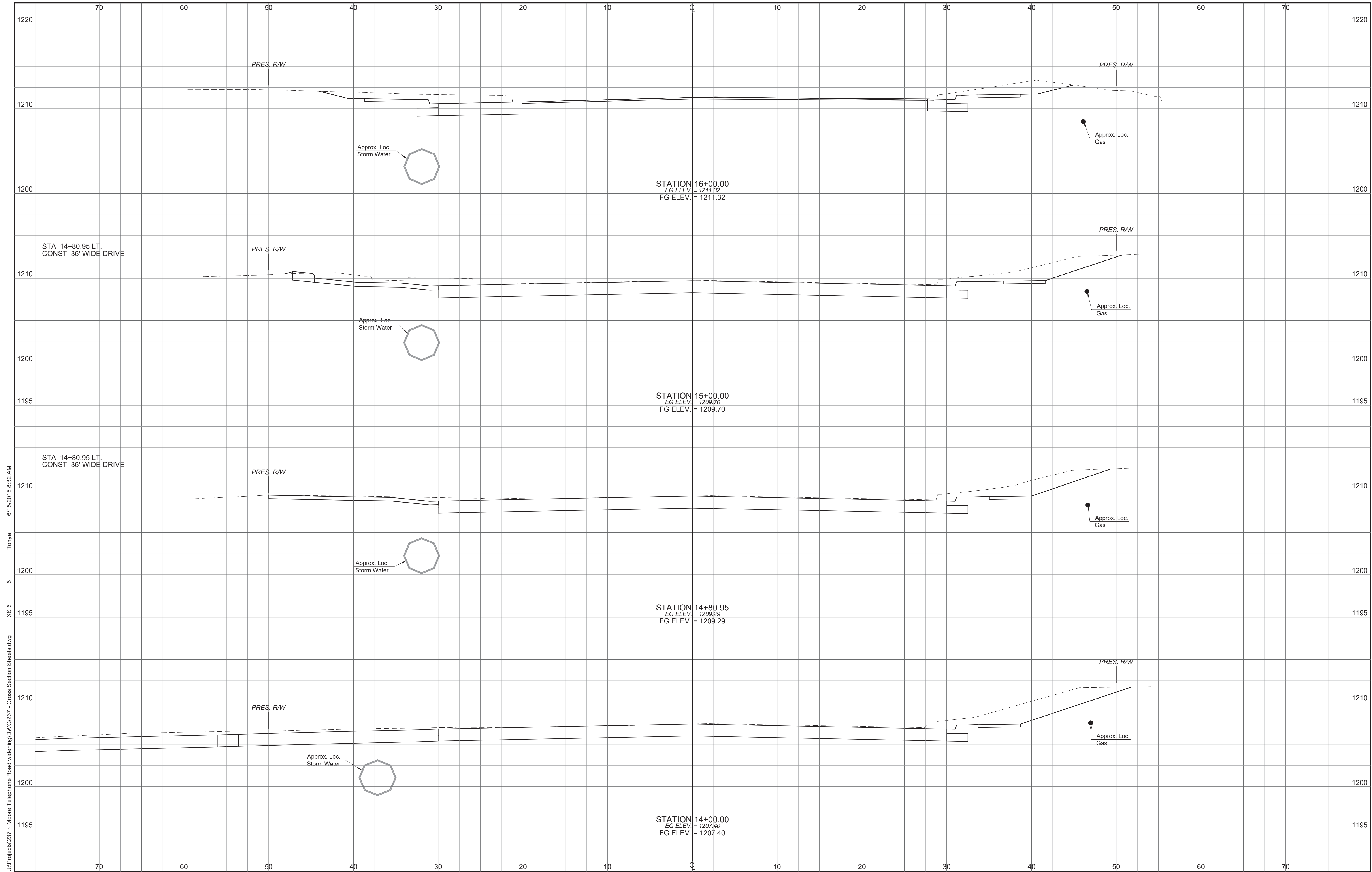
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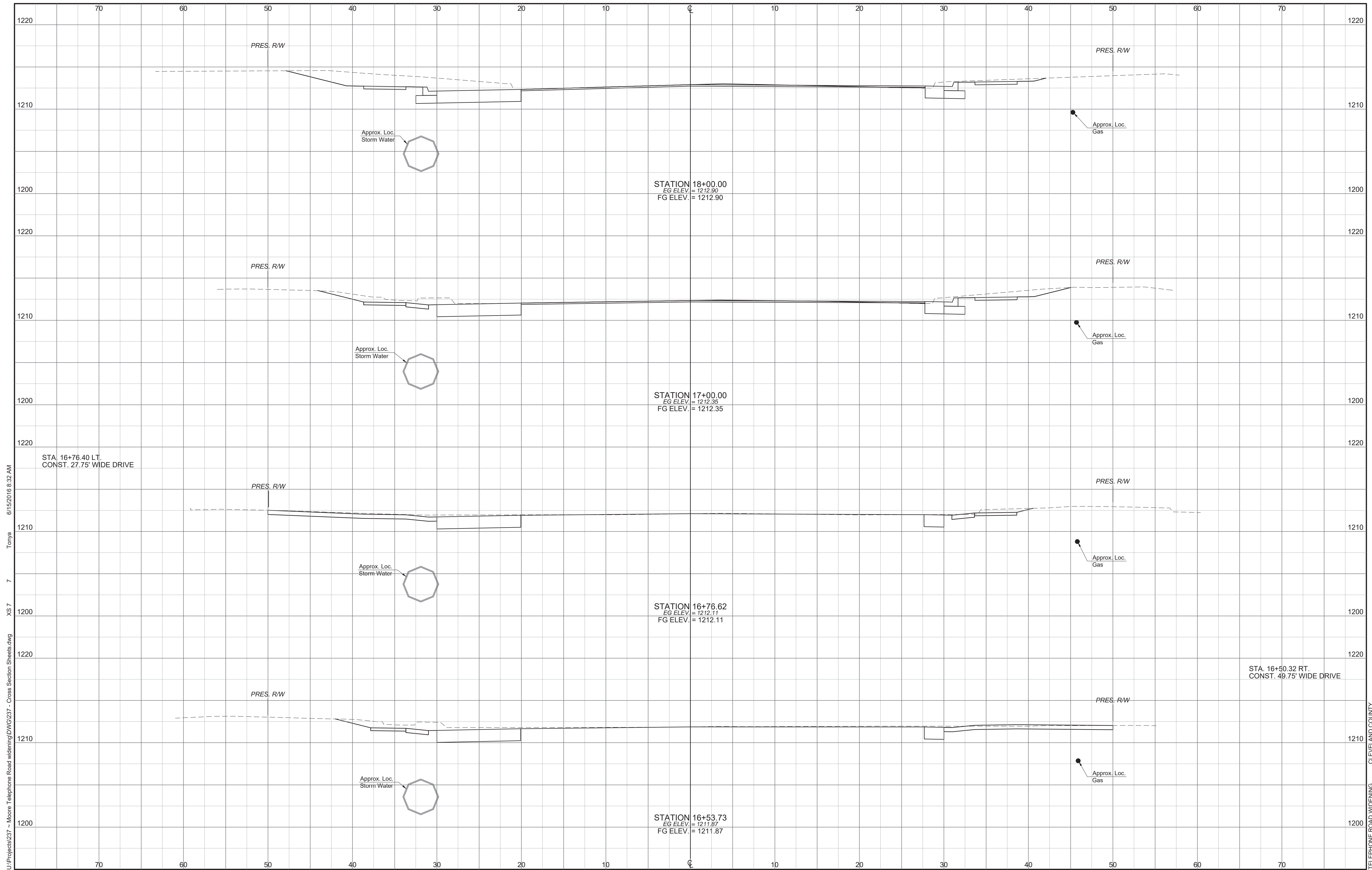
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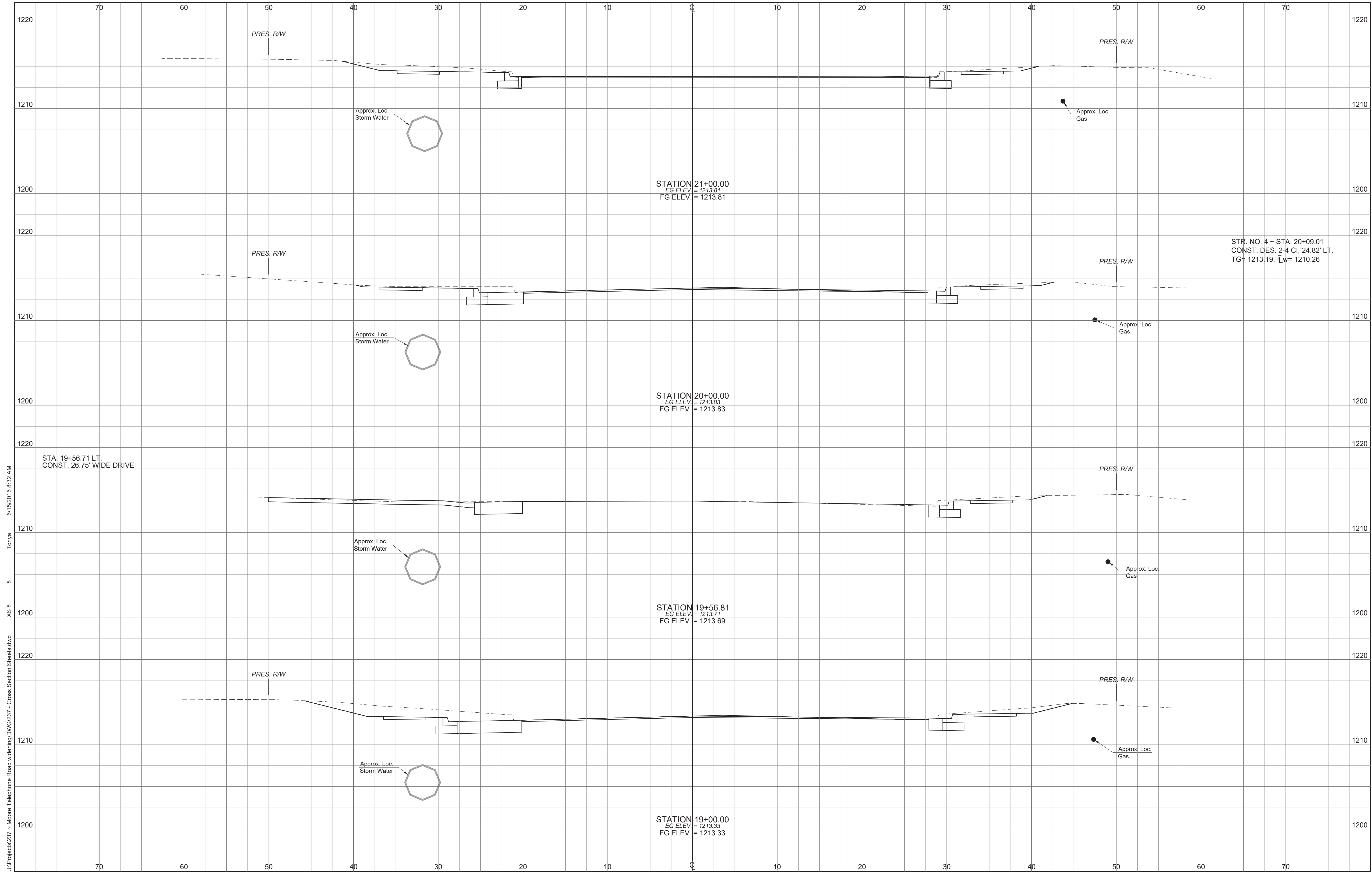
TELEPHONE ROAD WIDENING CLEVELAND COUNTY



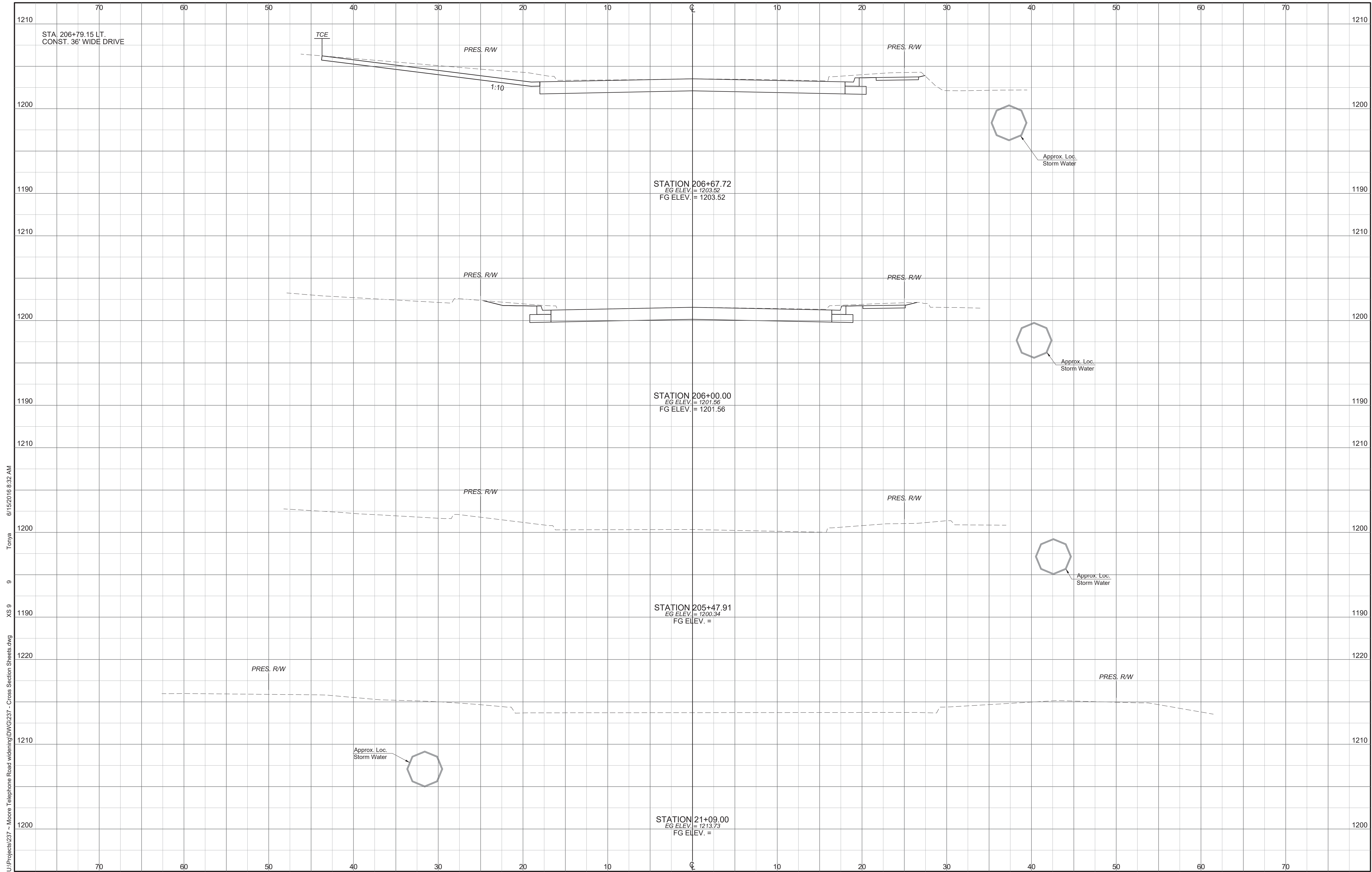
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TELEPHONE ROAD WIDENING CLEVELAND COUNTY





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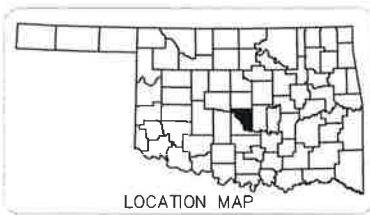
TELEPHONE ROAD WIDENING CLEVELAND COUNTY



# MOORE OKLAHOMA

## CLEVELAND COUNTY

### PROPOSED ROADWAY MILL & OVERLAY BETWEEN S.W. 13TH STREET AND S.W. 4TH STREET PROJECT NO. I-05-W-LMA



#### INDEX OF SHEETS

A1.	TITLE SHEET
A2.	TYPICAL SECTION, PAY QUANTITIES & SUMMARIES (ROADWAY)
A3.	INSTALLATION OF VIDEO DETECTION PAY QUANTITY AND NOTES
A4-A5.	ADD ALTERNATE #1 PLAN SHEETS
A6.	INSTALLATION OF VIDEO DETECTION TELEPHONE RD. & S.W. 11TH ST.



SCALE	
LAYOUT MAP	N/A
PLAN & PROFILE	1" = 30'
SIGNAL PLAN	1" = 30'
STRIPING PLAN	1" = 30'

#### CONVENTIONAL SYMBOLS

	PROPOSED ROAD
	RAILROADS
	RANGE & TOWNSHIP
	SECTION LINES
	QUARTER SECTION LINES
	FENCES
	GROUND LINE
	EXISTING ROADS
	BASE LINE
	GRADE LINES
	TELEPHONE & TELEGRAPH
	POWER LINES
	BUILDINGS
	DRAINAGE STRUCTURES - IN PLACE
	DRAINAGE STRUCTURES - NEW
	RIGHT-OF-WAY LINES - EXISTING
	RIGHT-OF-WAY LINES - NEW
	RIGHT-OF-WAY MARKERS - IN PLACE
	RIGHT-OF-WAY MARKERS - REMOVE & REPLACE
	RIGHT-OF-WAY MARKERS - NEW
	CONTROLLED ACCESS
	RIGHT-OF-WAY FENCE

**MOORE, OKLAHOMA**  
POPULATION 55,081

THE PROJECT IS ENTIRELY WITHIN THE CORPORATION LIMITS OF THE CITY OF MOORE.

PROJECT LENGTH \_\_\_\_\_ 2,735.75 FT. \_\_\_\_\_ 0.518 MI.  
EQUATIONS \_\_\_\_\_ NONE  
EXCEPTIONS \_\_\_\_\_ NONE



SUBMITTED FOR APPROVAL BY:

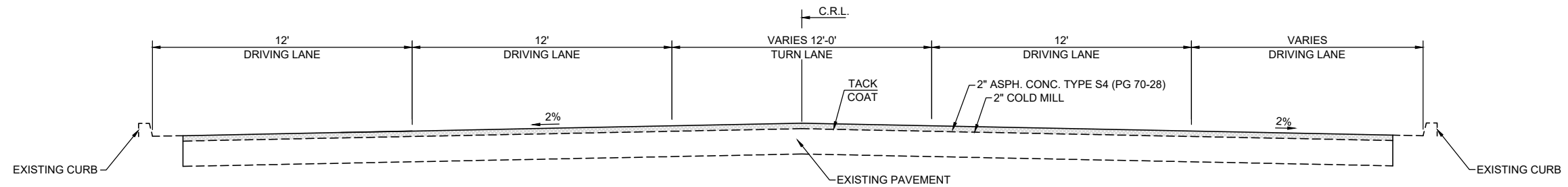
*Brett Moran*

BRETT MORAN  
REGISTERED PROFESSIONAL ENGINEER NO. 27739



3/31/17  
DATE

CITY OF MOORE OKLAHOMA	
DATE APPROVED	<input type="text"/>
BY	<input type="text"/>
CITY ENGINEER	



TYPICAL SECTION NO. 1  
ADD ALTERNATE #1

**GENERAL CONSTRUCTION NOTES**

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING SECTION LINE ROADS TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

IN ORDER TO ALLEVIATE DUST CONDITIONS DURING GRADING OPERATIONS AND BEFORE PAVEMENT WORK IS COMPLETED, THE CONTRACTOR SHALL SPRINKLE GRADING AT INTERVALS APPROVED BY THE ENGINEER. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

EXCESS ASPHALT AT JOINTS AND CRACKS IN EXISTING PAVEMENT SHALL BE REMOVED FLUSH TO TOP OF PAVING IN A MANNER APPROVED BY THE ENGINEER.

IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOUR PRIOR TO EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.

ANY ITEM NOT COVERED IN THE STANDARD SPECIFICATIONS OR IN THE SPECIAL PROVISIONS OR THE GENERAL NOTES OR SHOWN IN THE SUMMARY OF QUANTITIES SHALL BE CONSIDERED AS INCIDENTAL CONSTRUCTION FOR WHICH THE CONTRACTOR IS RESPONSIBLE, BUT SHALL NOT RECEIVE ADDITIONAL PAYMENT.

THE CONTRACTOR IS RESPONSIBLE FOR MARKING ALL CHANGES MADE TO THE PLANS AND SPECIFICATIONS FOR THE PURPOSES OF ARCHIVING THE FINAL PLAN CHANGES. THE CONTRACTOR SHALL MARK ALL CHANGES ON A SET OF SPECIFICATIONS AS PROVIDED WITH AN ACCURACY OF ±1 FOOT. MARKED CHANGES SHOULD BE IN RED PEN, CLEARLY AND LEGIBLY, AND SHALL BE APPROVED BY THE ENGINEER. FINAL PAYMENT MAY BE WITHHELD UNTIL THE PLANS HAVE BEEN MARKED AND ARE SUBMITTED TO THE ENGINEER FOR PROCESSING.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ALL TRAFFIC CONTROL DEVICES DAMAGED, DESTROYED, OR REMOVED DURING CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES INSTALLED SHALL BE IN ACCORDANCE WITH THE LATEST TRAFFIC STANDARDS AND SPECIFICATIONS AND SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. RELOCATE OR REPLACE ALL EXISTING WARNING AND REGULATORY SIGNS AS NECESSARY. ALL STREET NAME SIGNS ARE TO BE RELOCATED AS NEEDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL RELOCATIONS AND INSTALLATION OR REPLACEMENT. COST TO BE INCLUDED IN OTHER ITEMS.

ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURBS, RAMPS, AND CROSSWALK MARKINGS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES, AND THE INTERIM FINAL RULES FOR PUBLIC RIGHT OF WAY PUBLISHED IN THE FEDERAL REGISTER, MONDAY JUNE 20, 1994.

**PAY QUANTITY NOTES:**

(R-34) PRICE BID TO INCLUDE COST OF FOG SEAL, MEETING THE REQUIREMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.

**SUMMARY OF PAY QUANTITIES**

ITEM NO.	CODE NO.	DESCRIPTION	UNIT
313	00	TACK COAT	GAL.
301	06	ASPHALT CONCRETE TYPE B (PG 70-28 OK)	TON
309	00	COLD MILLING PAVEMENT (R-34)	S.Y.
856(A)	8530	TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) (4" WIDE)	L.F.
856(A)	8530	TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) (4" WIDE)	L.F.
856(A)	8548	TRAFFIC STRIPE (MULTI-POLYMER) (YELLOW) (12" WIDE)	L.F.
856(A)	8548	TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) (12" WIDE)	L.F.
856(A)	8555	TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) (24" WIDE)	L.F.

**TYPICAL SECTION  
PAY QUANTITIES & SUMMARIES  
ADD ALTERNATE #1**

PROJECT NO. I-05-W-LMA SHEET NO. A2



REVISIONS		
NO.	DESCRIPTION	DATE

**GENERAL NOTES**

- G1. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND MUST HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING ANY EXCAVATION. THE CONTRACTOR SHALL VERIFY THE INVERT AND FLOWLINE ELEVATIONS OF ALL WATER LINES, SANITARY SEWERS, STORM DRAINS, DRAINAGE STRUCTURES, AND SURFACE DRAINAGE COURSES PRIOR TO LAYING ANY NEW PIPE.  
  
THE CONTRACTOR MUST CALL OKIE AT (405)840-5032 TO HAVE ALL PUBLIC UTILITIES (WATER AND SANITARY SEWER LINES) AND FRANCHISED UTILITIES (ELECTRIC LINES, TELEPHONE CABLES, FIBER OPTIC LINES, CABLE TELEVISION, GAS LINES AND OIL PIPELINES) LOCATED AT LEAST TWO (2) DAYS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR MUST CALL OKLAHOMA CITY TRAFFIC OPERATIONS AT (405) 297-2085 FOR THE MARKING OF TRAFFIC SIGNAL CONDUIT AND APPURTENANCES AT LEAST TWO (2) WORKING DAYS PRIOR TO STARTING WORK.
- G2. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES AND STRUCTURES, WHETHER SHOWN OR NOT, BOTH PUBLIC AND PRIVATE. ANY DAMAGE TO A UTILITY LINE OR STRUCTURE, BECAUSE OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DAMAGE.  
  
THE CONTRACTOR MUST CALL 9-1-1 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED OR OTHERWISE DISTURBED.
- G3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
- G4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.
- G5. THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING TRAFFIC ON CROSS STREETS. A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.
- G6. THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- G7. THE CONTRACTOR MUST NOTIFY ALL AFFECTED CITY UTILITY CUSTOMERS AT LEAST TWO (2) WORKING DAYS PRIOR TO ANTICIPATED SERVICE INTERRUPTION. ALL WORK MUST BE CARRIED OUT CAREFULLY TO MINIMIZE CUSTOMER SERVICE INTERRUPTION DURING CONSTRUCTION. STREETS TEMPORARILY CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION SHALL REMAIN OPEN TO LOCAL TRAFFIC TO THE MAXIMUM EXTENT PRACTICAL DURING THE WORK. DETOUR ROUTES SHALL BE FURNISHED BY THE ENGINEER. THE CONTRACTOR SHALL FURNISH AND ERECT ALL DETOUR SIGNAGE AS DIRECTED.
- G8. ALL CONSTRUCTION MATERIALS AND WORK SHALL CONFORM TO THE APPLICABLE CITY OF OKLAHOMA CITY AND THE 2009 OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) STANDARDS AND SPECIFICATIONS, AS REFERENCED IN THE PROJECT DOCUMENTS.
- G9. ALL ELEVATIONS SHOWN ARE ON THE MEAN SEA LEVEL (M.S.L.) DATUM. ALL DIMENSIONS TO CURB ARE TO THE BACK OF CURB. ALL DIMENSIONS TO STREET "CENTERLINES" ARE TO THE CENTERLINE OF THE RIGHT-OF-WAY OR SECTION LINE.
- G10. THE CONTRACTOR SHALL DEVELOP AND MAKE ALL DETAILED SURVEYS NEEDED FOR CONSTRUCTION. THE COST OF THE CONSTRUCTION SURVEY AND STAKING SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- G11. ALL FENCES REMOVED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPLACED IN KIND WITH FENCING EQUAL TO OR BETTER THAN THE ORIGINAL FENCE. ALL COSTS FOR FENCE REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- G12. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION. THE COST FOR SUCH WORK SHALL BE INCLUDED IN PRICE BID FOR OTHER ITEMS.
- G13. ALL DISTURBED, UNPAVED AREAS WITHIN THE PROJECT LIMITS ON EASEMENTS AND RIGHT-OF-WAY SHALL BE ADDED, FERTILIZED, AND WATERED IN ACCORDANCE WITH CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS SECTION 840. "SODDING AND SPRIGGING", AS REQUIRED UNDER THE "SOLID SLAB SOD" PAY ITEM AS PROVIDED FOR ON THE PLANS. SODDED AREAS SHALL BE REPAIRED AND MAINTAINED UNTIL ALL PORTIONS OF THE PROJECT ARE COMPLETE AND APPROVED FOR FINAL ACCEPTANCE. ALL OTHER AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE RESTORED IN A MANNER ACCEPTABLE TO THE OWNER TO A CONDITION AS GOOD OR BETTER THAN THAT PRIOR TO THE DISTURBANCE AT NO EXPENSE TO THE OWNER.
- G17. SYMBOLS AND LEGENDS ARE DIAGRAMMATIC ONLY AND LOCATIONS SHALL BE ADJUSTED FOR EXISTING FIELD CONDITIONS, BUT NO MAJOR ALTERATIONS OR RELOCATIONS WILL BE MADE WITHOUT FIRST CONSULTING WITH THE CITY OF MOORE AT (405) 793-5200.
- G18. CONTRACTOR SHALL COVER NEW SIGNAL HEADS WITH TRAFFIC SIGN AND SIGNAL COVER CONCEPTS MODEL 3VLC COVERS OR APPROVED EQUAL WHEN SIGNAL HEADS HAVE BEEN INSTALLED ON MAST ARMS. SIGNAL HEADS ARE TO REMAIN COVERED UNTIL TRAFFIC SIGNALS HAVE BEEN TURNED ON. REMOVED COVERS TO BECOME THE PROPERTY OF THE CITY OF OKLAHOMA CITY. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

ADD ALTERNATE #1 PAY QUANTITIES				
Telephone Rd. & S.W. 11th Street - Moore, OK				
ITEM NO.	SECTION	DESCRIPTION	UNIT	QUANTITY
711-01	711	VIDEO DETECTION SYSTEM (SP)	(3) L.SUM	1.0

**GENERAL INTENT NOTES**

- 11. THE PLANS AND REFERENCED CONSTRUCTION SPECIFICATIONS DESCRIBE THE WORK CONTEMPLATED AND IDENTIFY THE WORK TO BE DONE AND THE MATERIALS NECESSARY FOR CONSTRUCTION. THESE PLANS ARE INTENDED TO BE FULLY EXPLANATORY. THE PLAN AND SPECIFICATION DOCUMENTS SHALL BE CONSTRUED AND INTERPRETED AS A WHOLE AND THEREFORE, ANYTHING SHOWN, INDICATED OR SPECIFIED IN ONE AND NOT THE OTHER, SHALL BE INTERPRETED AS BEING SHOWN, INDICATED OR SPECIFIED IN BOTH.
- 12. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED INCIDENTAL AND INCLUDED AS AN ORDINARY PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK CAN BE MADE OR WILL BE PERMITTED BY THE OWNER WITHOUT THE ISSUANCE OF A CHANGE ORDER.
- 13. NO PLEA OF IGNORANCE OF EXISTING CONDITIONS OR OF DIFFICULTIES OR CONDITIONS ENCOUNTERED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL OF THE REQUIREMENTS IN THE CONTRACT DOCUMENTS GOVERNING THE WORK.

**ADD ALTERNATE #1 PAY ITEM NOTES**

- (3) THIS PROJECT INVOLVES THE INSTALLATION OF A VIDEO VEHICLE DETECTION SYSTEM. THEREFORE, THE CONTRACTOR SHALL FURNISH AND INSTALL THE FOLLOWING:
  - A. A PEEK VIDEO TRAK, ITERIS, OR ECONOLITE AUTOSCOPE SOLO TERRA 8 CHANNEL PROCESSOR (OR APPROVED EQUAL) VEHICLE DETECTION SYSTEM UNIT INCLUDING A LAPTOP COMPUTER. ALL NECESSARY CABLES, HARNESES, MATERIALS, FITTINGS AND MISCELLANEOUS COMPONENTS NECESSARY TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM AT ONE (1) INTERSECTION. MINIMUM SPECIFICATIONS FOR THE COMPUTER SYSTEM - INTEL 4TH GENERATION CORE I7 2.3ghz PROCESSOR, 16 GB RAM, 1 TB HARD DRIVE, DIGITAL MEDIA READER AND USB 2.0 PORTS.  
  
ANY "APPROVED EQUAL" SHALL BE APPROVED BY THE CITY OF MOORE. SUCH A SYSTEM SHALL BE CONSIDERED EXPERIMENTAL UNTIL A 12 MONTH TEST PERIOD HAS PROVEN THAT THE SYSTEM CAN OPERATE SUCCESSFULLY WITH NO PROBLEMS. AT THE END OF THE 12 MONTH TEST PERIOD THE CITY WILL NEED TO SIGN OFF THAT THE SYSTEM HAS OPERATED SUCCESSFULLY AND IS THEREBY APPROVE.
  - B. THREE (3) CAMERAS WITH ZOOM LENS CAPABILITY.
  - C. VIDEO POWER CABLE SHALL BE AS PER THE MANUFACTURER SPECIFICATIONS.
  - D. VIDEO COAXIAL CABLE SHALL BE LOW LOSS PRECISION CABLE SUITED FOR OUTDOOR APPLICATION. VIDEO CABLE SHALL BE BELDON 8281, WEST PENN P 806, OR APPROVED EQUAL.
  - E. ONE DAY OF TRAINING FOR CITY PERSONNEL IN THE USE AND MAINTENANCE OF THE SYSTEM SHALL BE PROVIDED BY A MANUFACTURER'S REPRESENTATIVE. DOCUMENTATION OF THE TRAINING PROVIDED SHALL BE PROVIDED FOR THE ENGINEER.

**ADD ALTERNATE #1**

*Michael S. Hofener*  
MICHAEL S. HOFENER, P.E. # 23310  
C.A. # 1160, RENEWAL 06-30-17

05-31-17  
DATE



Traffic Engineering Consultants, Inc.  
8000 S. Western, Suite 300 - Oklahoma City, OK 73139,  
Ph: 405-720-7721, Fax: 405-720-9848, Web: www.tecok.com

Design	MSH	03/31/17
Drawn	SB	03/31/17

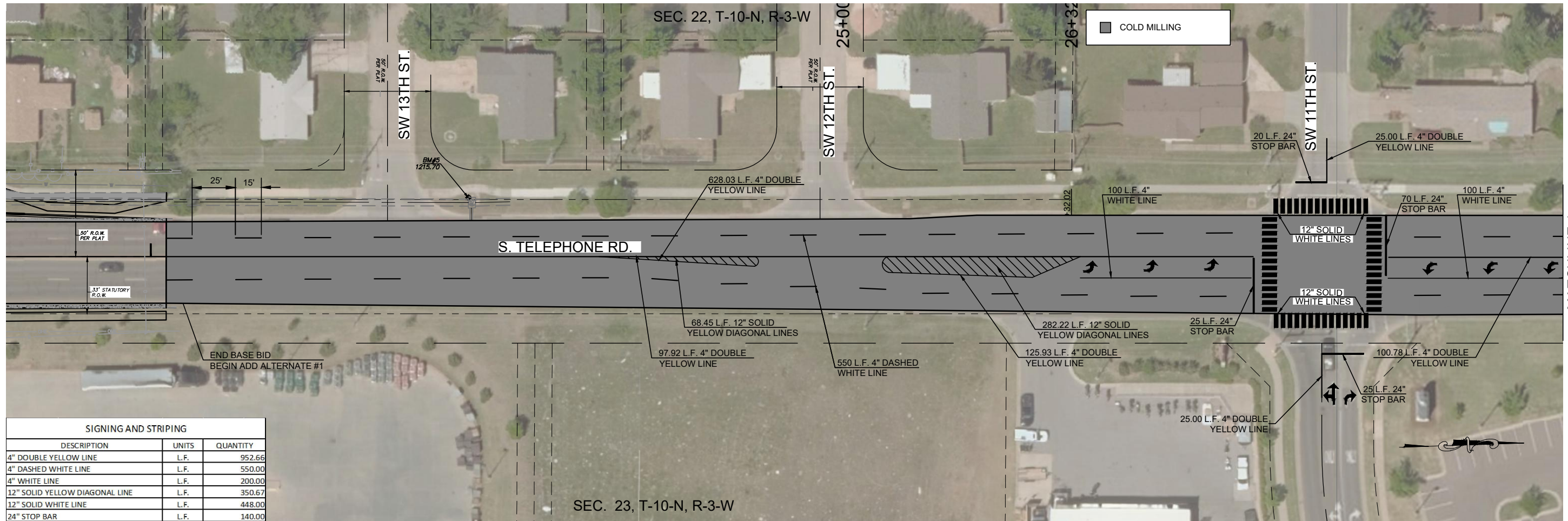


**INSTALLATION OF VIDEO DETECTION PAY QUANTITIES AND NOTES**

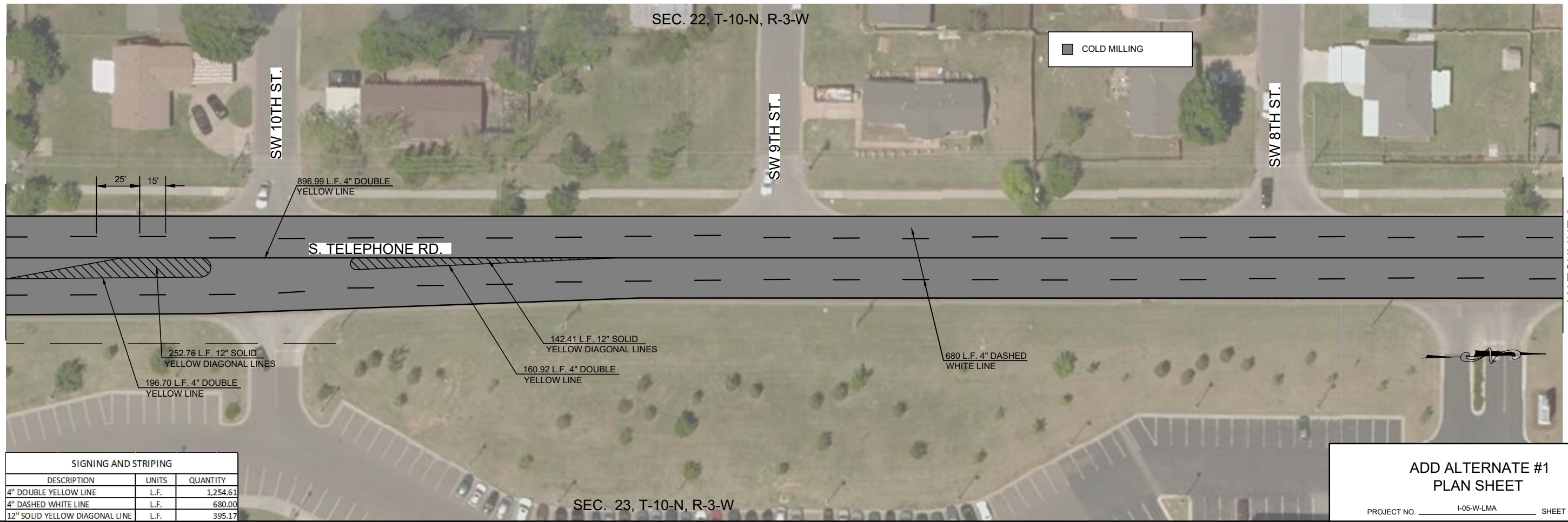
Project No. I-05-W-LMA Sheet No. A3



U:\Projects\237 - Moore Telephone Road widening\DWG\237 - Plan Add Alternate #1.dwg  
 Removals 2  
 A1  
 Andrea  
 3/30/2017 2:09 PM



SIGNING AND STRIPING		
DESCRIPTION	UNITS	QUANTITY
4" DOUBLE YELLOW LINE	L.F.	952.66
4" DASHED WHITE LINE	L.F.	550.00
4" WHITE LINE	L.F.	200.00
12" SOLID YELLOW DIAGONAL LINE	L.F.	350.67
12" SOLID WHITE LINE	L.F.	448.00
24" STOP BAR	L.F.	140.00



SIGNING AND STRIPING		
DESCRIPTION	UNITS	QUANTITY
4" DOUBLE YELLOW LINE	L.F.	1,254.61
4" DASHED WHITE LINE	L.F.	680.00
12" SOLID YELLOW DIAGONAL LINE	L.F.	395.17

**ADD ALTERNATE #1  
PLAN SHEET**

PROJECT NO. I-05-W-LMA SHEET NO. A4

TELEPHONE ROAD WIDENING CLEVELAND COUNTY





SIGNING AND STRIPING		
DESCRIPTION	UNITS	QUANTITY
4" DOUBLE YELLOW LINE	L.F.	899.46
4" DASHED WHITE LINE	L.F.	660.00



SIGNING AND STRIPING		
DESCRIPTION	UNITS	QUANTITY
4" DOUBLE YELLOW LINE	L.F.	132.14
4" DASHED WHITE LINE	L.F.	110.00

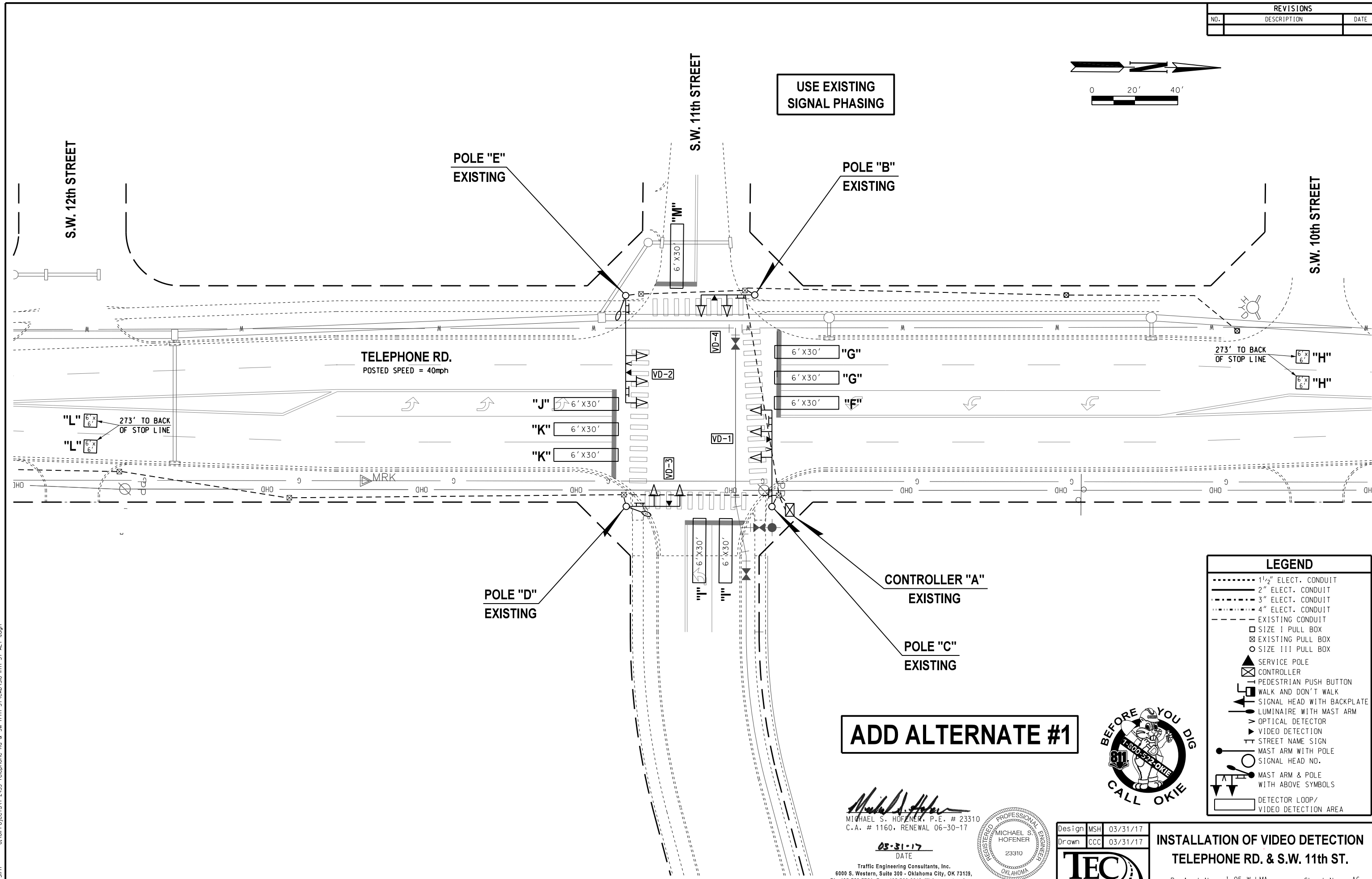
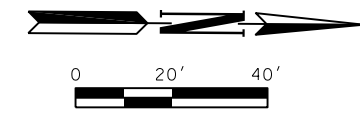
**ADD ALTERNATE #1  
PLAN SHEET**

PROJECT NO. I-05-W-LMA SHEET NO. A5

U:\Projects\237 - Moore Telephone Road widening\DWG\237 - Plan Add Alternate #1.dwg 3/30/2017 2:09 PM Andrea A2 Removals 2

TELEPHONE ROAD WIDENING CLEVELAND COUNTY

REVISIONS		
NO.	DESCRIPTION	DATE

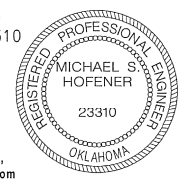


LEGEND	
-----	1 1/2" ELECT. CONDUIT
-----	2" ELECT. CONDUIT
-----	3" ELECT. CONDUIT
-----	4" ELECT. CONDUIT
-----	EXISTING CONDUIT
□	SIZE I PULL BOX
⊗	EXISTING PULL BOX
○	SIZE III PULL BOX
▲	SERVICE POLE
⊗	CONTROLLER
⊥	PEDESTRIAN PUSH BUTTON
⊥	WALK AND DON'T WALK
⊥	SIGNAL HEAD WITH BACKPLATE
⊥	LUMINAIRE WITH MAST ARM
>	OPTICAL DETECTOR
▼	VIDEO DETECTION
⊥	STREET NAME SIGN
⊥	MAST ARM WITH POLE
○	SIGNAL HEAD NO.
⊥	MAST ARM & POLE WITH ABOVE SYMBOLS
□	DETECTOR LOOP/VIDEO DETECTION AREA

**ADD ALTERNATE #1**



*Michael S. Hofener*  
 MICHAEL S. HOFENER, P.E. # 23310  
 C.A. # 1160, RENEWAL 06-30-17



05-31-17  
 DATE  
 Traffic Engineering Consultants, Inc.  
 8000 S. Western, Suite 300 - Oklahoma City, OK 73139,  
 Ph: 405-720-7721, Fax: 405-720-9848, Web: www.tecok.com

Design	MSH	03/31/17
Drawn	CCC	03/31/17



**INSTALLATION OF VIDEO DETECTION  
 TELEPHONE RD. & S.W. 11th ST.**

Project No. I-05-W-LMA Sheet No. A6

03/31/17 G:\0\Projects\1-2453 Telephone Rd. & SW 11th St\CAD\SG 11th ST ALT.dgn

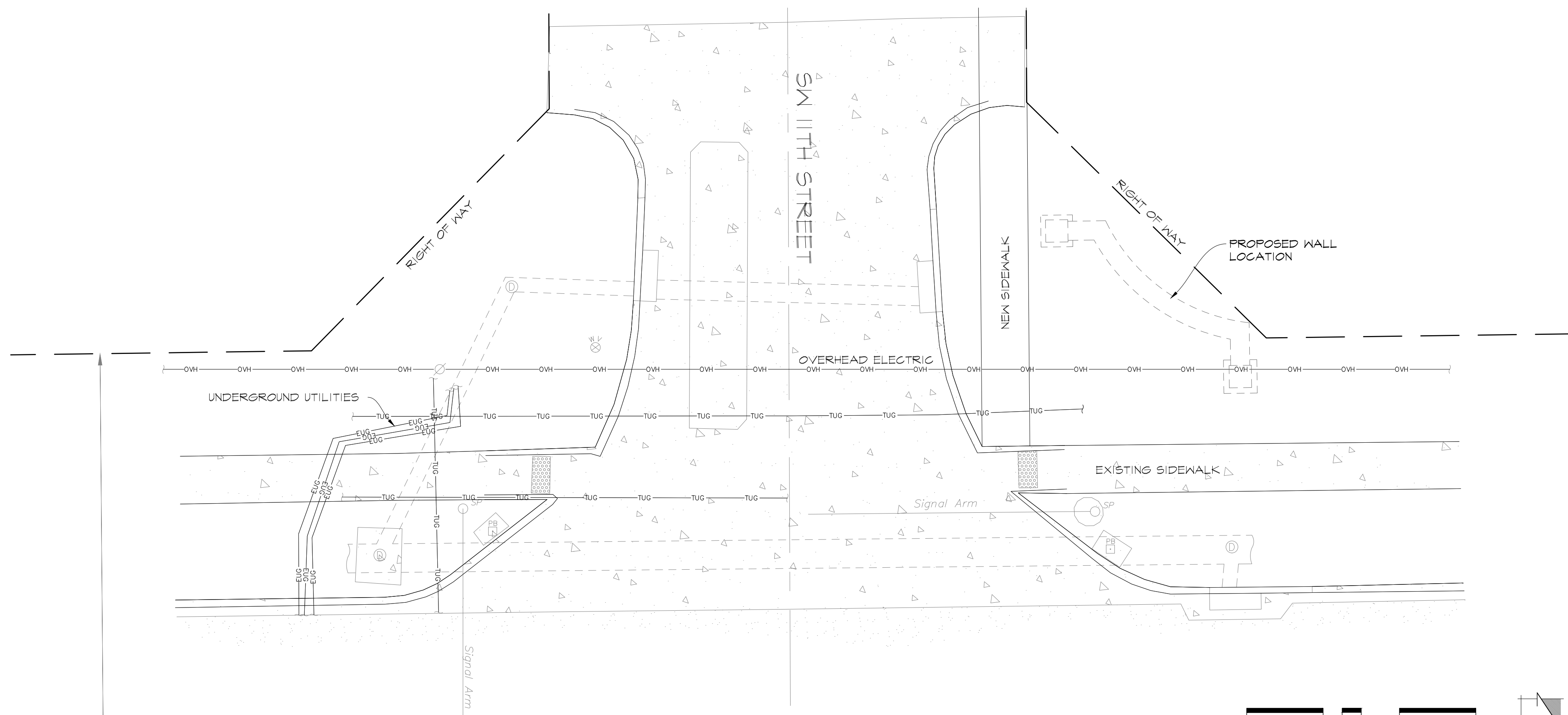


**GENERAL NOTES**

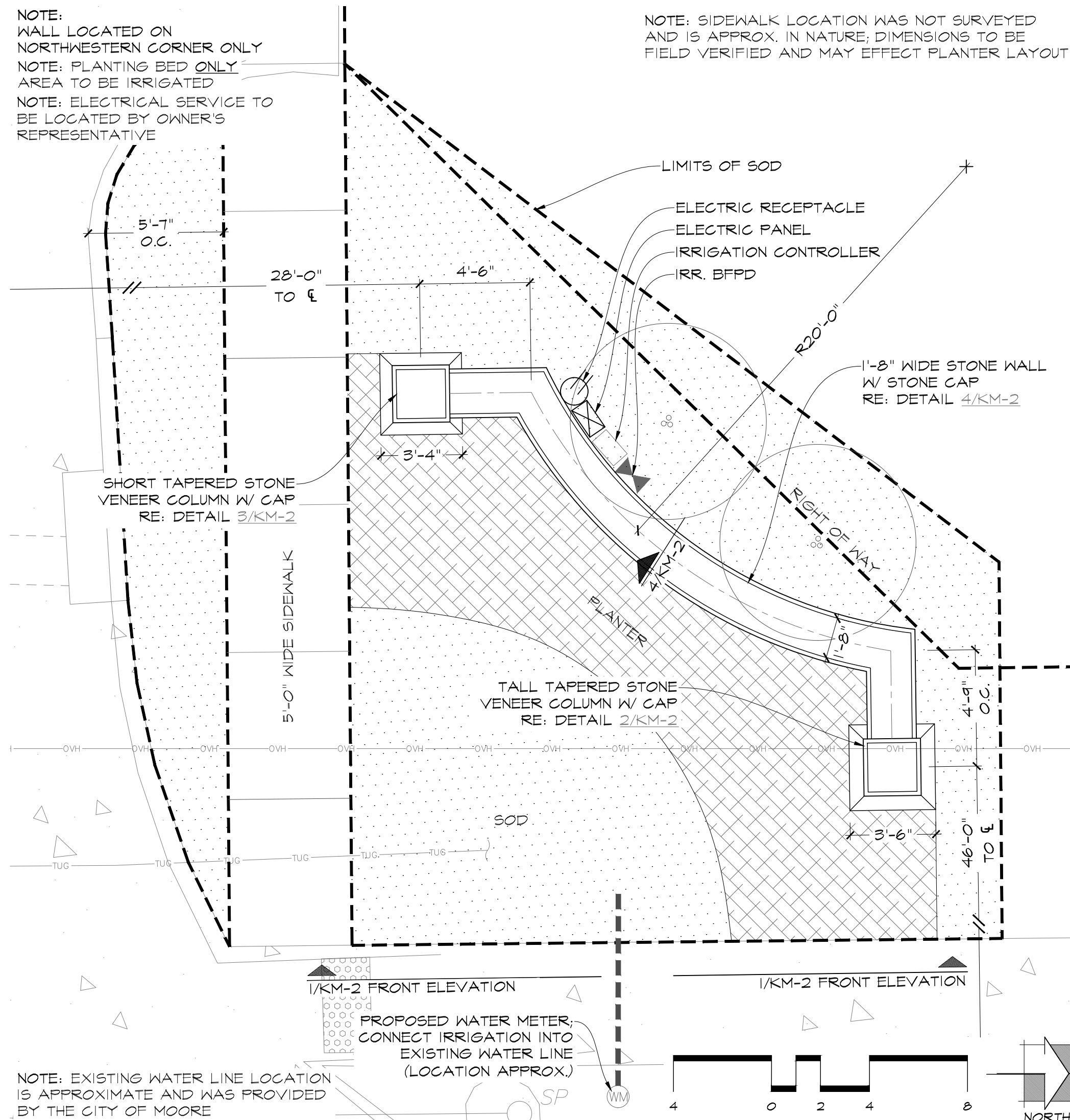
- REFER TO LAYOUT PLAN FOR LOCATION OF ALL WALLS AND COLUMNS.
- TIE ALL COLUMN AND WALL FOOTINGS.
- FINISH GRADE TO BE A MINIMUM OF 3" ABOVE TOP OF FOOTINGS.
- FOR BRICK/STONE VENEER OVER FRAMED OR C.M.U., CONTRACTOR TO INSTALL MASONRY WALL TIES ON ALL WALLS @ 18" O.C. FOR STONE MASONRY AND @ 24" O.C. FOR BRICK MASONRY. (TYPICAL)
- HOLD TOPS OF WALLS LEVEL-WHERE SLOPING SITES EXIST, CONTRACTOR IS TO SEEK LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO STEPPING WALLS AND FOOTINGS.
- WRITTEN DIMENSIONS HAVE PRIORITY OVER SCALED DIMENSIONS.
- 1/2" EXPANSION JOINTS W/ BACKER-RODS, (SIZE ACCORDING TO INDUSTRY STANDARDS), WITH DOW-CORNING TPO SILICONE SEALANT, (OR EQUAL), ARE TO BE USED WHEREVER WALLS AND/OR COLUMNS ARE JOINED, AND MAY BE USED WHERE WALLS STEP UP/DOWN.
- CONTRACTOR TO PROVIDE MATERIAL SAMPLES TO OWNER FOR APPROVAL.
- CONTRACTOR TO PROVIDE OWNER A 3' x 3' MASONRY SAMPLE WITH STONE, BRICK AND MORTAR FOR OWNER'S APPROVAL.
- ELECTRICAL & IRRIGATION CONTRACTORS TO COORDINATE LOCATION OF SERVICE CONNECTIONS, CONTROLLERS, BACKFLOW PREVENTER, ECT. WITH OWNER.
- CONTRACTOR TO INSURE THAT ALL DRAWINGS MEET APPLICABLE STATE AND LOCAL CODES.
- CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO WORK COMMENCING.
- SURVEYOR TO CALCULATE COORDINATES AND STAKE THE LAYOUT OF THE PROJECT FOR THE SUB-CONTRACTOR.

**LIGHTING NOTES**

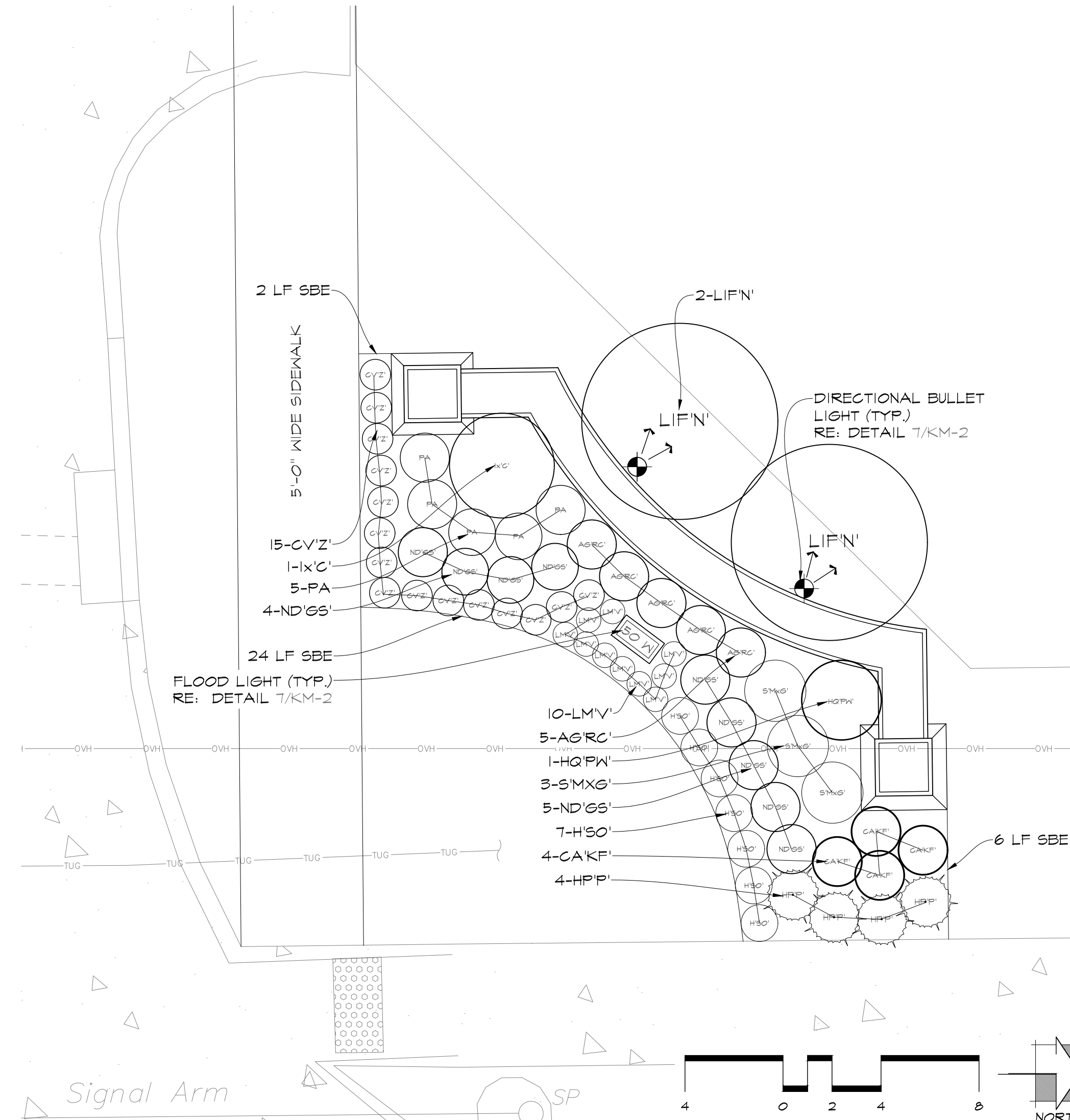
- ELECTRICAL CONTRACTOR TO PAINT ALL EXPOSED PARTS OF NEW ELECTRICAL SYSTEM, COLOR TO MATCH PAINT OF LIGHTING FIXTURES.
- ELECTRICAL CONTRACTOR TO BE FULLY RESPONSIBLE FOR ALL PROJECT PERMITS WITHIN THE SCOPE OF THIS DOCUMENT.
- ELECTRICAL CONTRACTOR TO BE FULLY RESPONSIBLE FOR MEETING ALL CITY ELECTRICAL CODES.
- FINAL LOCATION OF LIGHTING LAYOUT TO BE APPROVED BY OWNER'S REPRESENTATIVE.
- ELECTRICAL CONTRACTOR TO PROVIDE ELECTRICAL PANEL TRANSFORMER, MASTER TIMER CONTROL PANEL, AND OTHER ELECTRICAL EQUIPMENT REQUIRED AS SHOWN IN THE PLANS.
- PROVIDE ELECTRICAL DUPLEX RECEPTACLE FOR THE FOLLOWING: ONE FOR IRRIGATION HEAT TAPE AND ONE FOR IRR. CONTROLLER (WATERPROOF).
- ELECTRICAL CONTRACTOR TO PROVIDE PANEL AND METER CAN WITH P50 DOWNER.
- PROJECT SIGN LIGHTING ON BY PHOTOCELL AND OFF BY TIME CLOCK.
- NO SUBSTITUTIONS OR EXCEPTIONS UNLESS APPROVED BY LANDSCAPE ARCHITECT.



**1 EXISTING CONDITIONS - PLAN VIEW**  
SCALE: 1/8" = 1'-0"



**2 SW 11TH STREET ENTRANCE - LAYOUT PLAN**  
SCALE: 1/4" = 1'-0"



**3 SW 11TH STREET ENTRANCE - PLANTING PLAN**  
SCALE: 1/4" = 1'-0"

**LANDSCAPE MATERIAL LIST**

KEY	QUAN.	MATERIAL NAME	SIZE/REMARK	TYPE
AGRC	5	Abelia X grandiflora 'Rose Creek'	10'-12" H.	3 GAL.
CAKF	4	Rose Creek Abelia	24" O.C.	3 GAL.
		Colanagrostis ovalifolia Karl Foerster'	15-18" H.	
		Karl Foerster's Featherreed Grass	24" O.C.	
CVZ	15	Carexps verticillata 'Zagreb'	10-12" H.	1 GAL.
		Zagreb Carexps	15" O.C.	
HPP	4	Hesperaloe parviflora 'Perpa'	12-15" H.	3 GAL.
		'Bikadlights Red Tussock'	24" O.C.	
HOPW	1	Hydrangea quercifolia 'Pee Wee'	3-4' H.	5 GAL.
		'Oakleaf hydrangea'	36-42" O.C.	
HSO	1	Hemerocallis 'Stella de Oro'	12" H.	1 GAL.
		Stella de Oro Daylily	18" O.C.	
XC	1	Ilex X 'Gonif'	1-8" H.	B4B
		OK Leaf Red Holly	Full to ground	
LIFN	2	Lagerstroemia indica x faurii 'Natchez' (Standard)	8-4' H.	45 GAL.
		Single Trunk Natchez Grape Myrtle	(Single Trunk)	
LMV	10	Liriope muscari 'Variegatum'	12" O.C.	1 GAL.
		Variegated Liriope	12" O.C.	
NDGS	4	Nandina domestica 'Gulf Stream'	8-10" H.	3 GAL.
		Gulf Stream Nandina	18" O.C.	
PA	5	Perovskia atriplicifolia	12-15" H.	1 GAL.
		Russian Sage	24" O.C.	
SMXG	3	Salvia microglia x greggii	24" H.	1 GAL.
		Heatwave Blaze Sage	30" O.C.	
BERMUDA	545	U-8 Bermuda Sod	N/A	5F.
MULCH	17	Cedar Mulch	3 C.F.	1 BAG
COMPOST	16	Back to Nature	3 C.F.	1 BAG
SBE	52	Ryerson's Steel Bed Edging	1/8" BY 4"	LF.

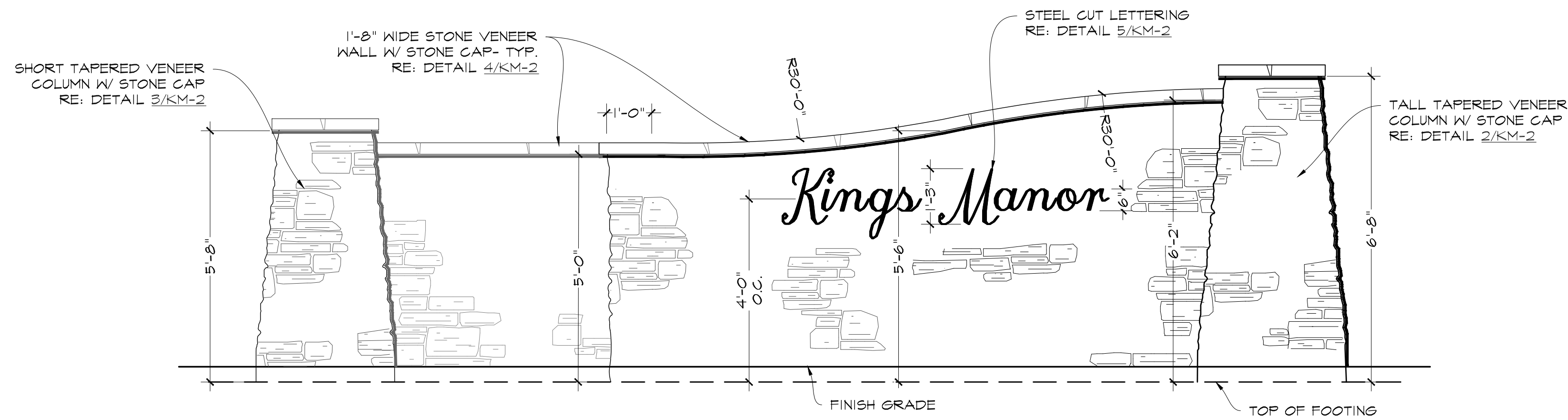
H HEIGHT: 5' SPREAD CAL. CALIPER, O.C., ON CENTER (APPROXIMATE), B4B BALLED & BURLAPPED GAL. GALLON. A. ALTERNATE NUMBERS ONE, ASH, AT BREAKST HEIGHT.  
THE MATERIAL LIST IS PROVIDED FOR THE CONTRACTOR'S CONVENIENCE. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FIGURING ALL QUANTITIES FROM THE PLANTING PLAN AND COVERAGES FOR ALL BED AREAS. WHEN DISCREPANCIES OCCUR BETWEEN THE MATERIAL LIST AND THE PLANTING PLAN, THE PLANTING PLAN SUPERSEDES THE MATERIAL LIST IN ALL CASES. THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PLANTS AND COVERAGE OF BED AREAS ON THE PLANTING PLAN.

**PLANTING NOTES**

- BASE IS NOT SURVEYED INFORMATION CONDITIONS WILL VARY ON SITE. CONTRACTOR TO MAKE PLANT MATERIAL ADJUSTMENTS TO MEET SITE CONDITIONS AFTER PRIOR APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNER.
- OUTLINE ALL PLANTING BEDS FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH BED PREPARATION.
- STAKE ALL TREE LOCATIONS FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO DIGGING TREE PITS.
- REMOVE ALL WEEDS AND GRASSES FROM PLANTING BEDS. IF BERMUDA GRASS IS PRESENT, IT SHALL BE ERADICATED BY APPROVED MEANS.
- STEEL EDGING AT ENTRY SHALL BE 1/8" X 4" STEEL LANDSCAPE EDGING WITH STEEL STAKES AS MANUFACTURED BY JOSEPH RYERSON, DALLAS, TEXAS. EDGING AROUND RESIDENTIAL UNITS TO BE SHOVEL CUT, SMOOTH FLOWING INDICATED ON PLAN.
- WITHIN APPROVED BED AREAS, PREPARE SOIL BY ROTOTILLING THREE INCHES (3") OF COMPOST (BACK TO NATURE SOIL, CONDOR) OVER THE ENTIRE BED AREA TO A DEPTH OF SIX INCHES (6").
- ALL TREES SHALL BE PLANTED AT LEAST 5' FROM BUILT STRUCTURES AND SIDEWALKS. ALL VEGETATION MUST BE PLANTED IN SUCH A MANNER THAT SIGHT DISTANCE TRIANGLES ARE NOT OBSTRUCTED.
- SPREAD AN EVEN THREE INCHES (3") LAYER OF MULCH OVER THE ENTIRE PLANTING BED AND WITHIN ALL TREE WELLS. ON ALL TREES THE TOP SIX INCHES (6") OF BACKFILL SHALL CONSIST OF A 1:1 MIXTURE OF COMPOST TO SOIL.
- AVOID ALL TREES FROM A CIRCLE FREE OF VEGETATION. CIRCLE SHALL BE TREE IN FORM AND CENTERED ON TREE.
- ALL TREES SHALL BE STAKED WITH TWO (2) GREEN METAL SPLIT TEE FENCE POSTS AND TIED WITH WIRE THROUGH THE HOSE AS PER DETAIL.
- APPLY COMPOST AT A RATE OF 1/2 POUND PER TREE AND 1 POUND PER 100 SQUARE FEET TO SHRUB AND GROUND COVER PLANTING BEDS.

**SODDING NOTES**

REFER TO LANDSCAPE MATERIAL LIST FOR SOD TYPE.  
FINE GRADE LAWN AREAS TO SMOOTH EVEN SURFACE WITH A LOOSE, UNIFORMLY FINE TEXTURE. FLOAT SMOOTH TO REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.  
APPLY APPROVED FERTILIZER ON FINISH GRADE PRIOR TO SOD INSTALLATION AT A RATE OF ONE (1) POUND OF ACTUAL NITROGEN PER 500 SQUARE FEET.  
LAY SOD TO FORM A SOLID MASS TIGHTLY-FITTED JOINTS. DO NOT OVERLAY EDGES. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.  
WATER SOD LIGHTLY THEN ROLL WITH A WATER FILLED COMMERCIAL LAWN ROLLER TO ENSURE CONTACT WITH SUBGRADE AND TO INSURE A SMOOTH SURFACE FREE OF CLUMPS AND DEPRESSIONS.  
ON 3% SLOPES OR GREATER SOD SHALL BE INSTALLED PERPENDICULAR TO SLOPE AND SECURED WITH APPROVED HOOD STAKES AS NEEDED TO PREVENT SOD FROM SLOUGHING OFF SLOPES.  
THE SITE IS TO BE KEPT CLEAN AND ORDERLY. ALL TRASH INCLUDING DEBRIS FROM REMOVING WEEDS OR ROCKS FROM SODDED AREAS, SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. ALL PAVED AREAS SHALL BE KEPT CLEAN BY HOSE AND/OR SWEEPING.



1 SW 11TH STREET ENTRY  
SCALE: 1/2" = 1'-0"

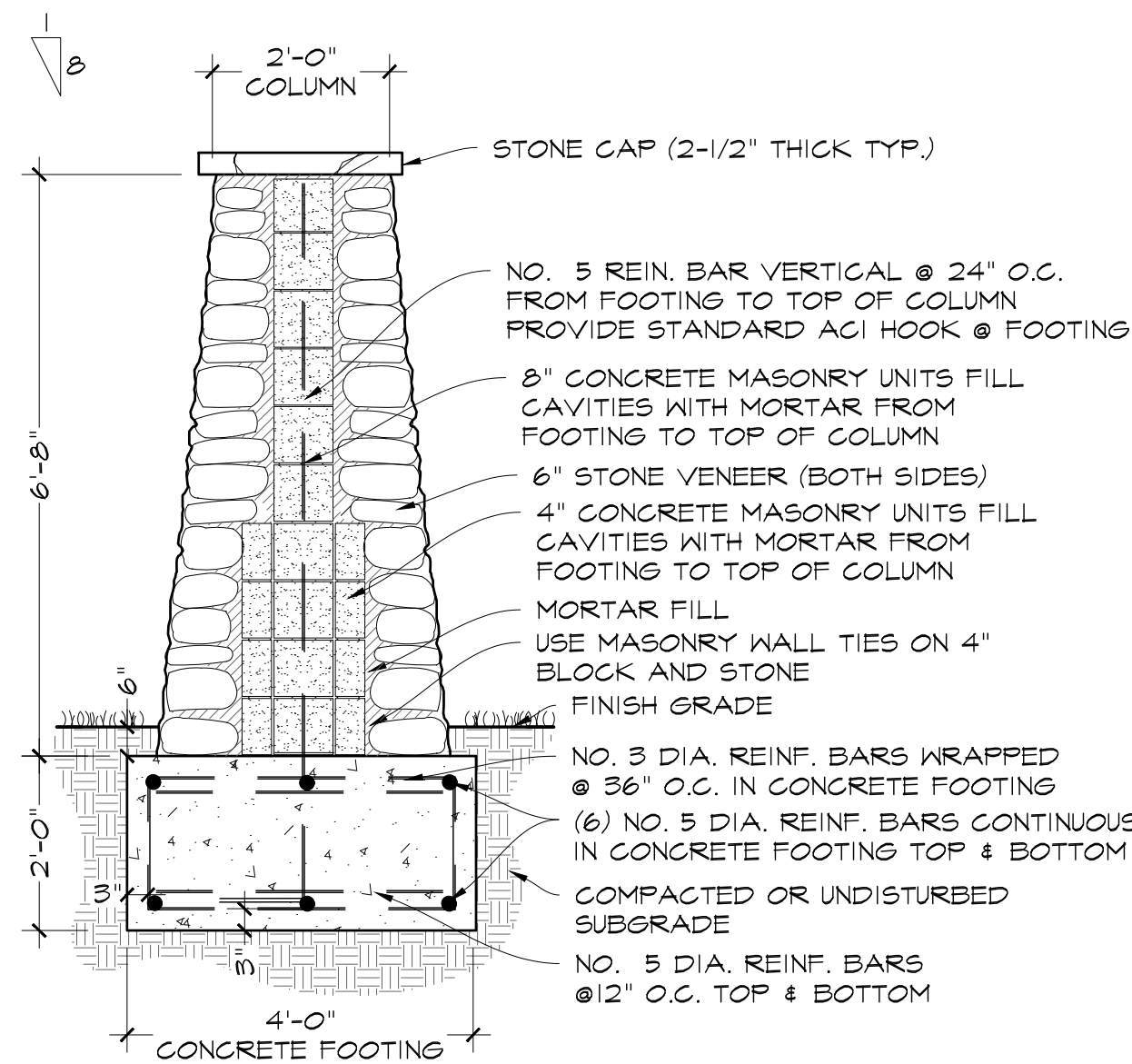
BAR SIZE	CONCRETE		CMU
	OTHER	TOP	
#3	22"	28"	18"
#4	24"	31"	24"
#5	36"	47"	30"
#6	48"	56"	36"
#7	63"	81"	42"

PRODUCT INFO

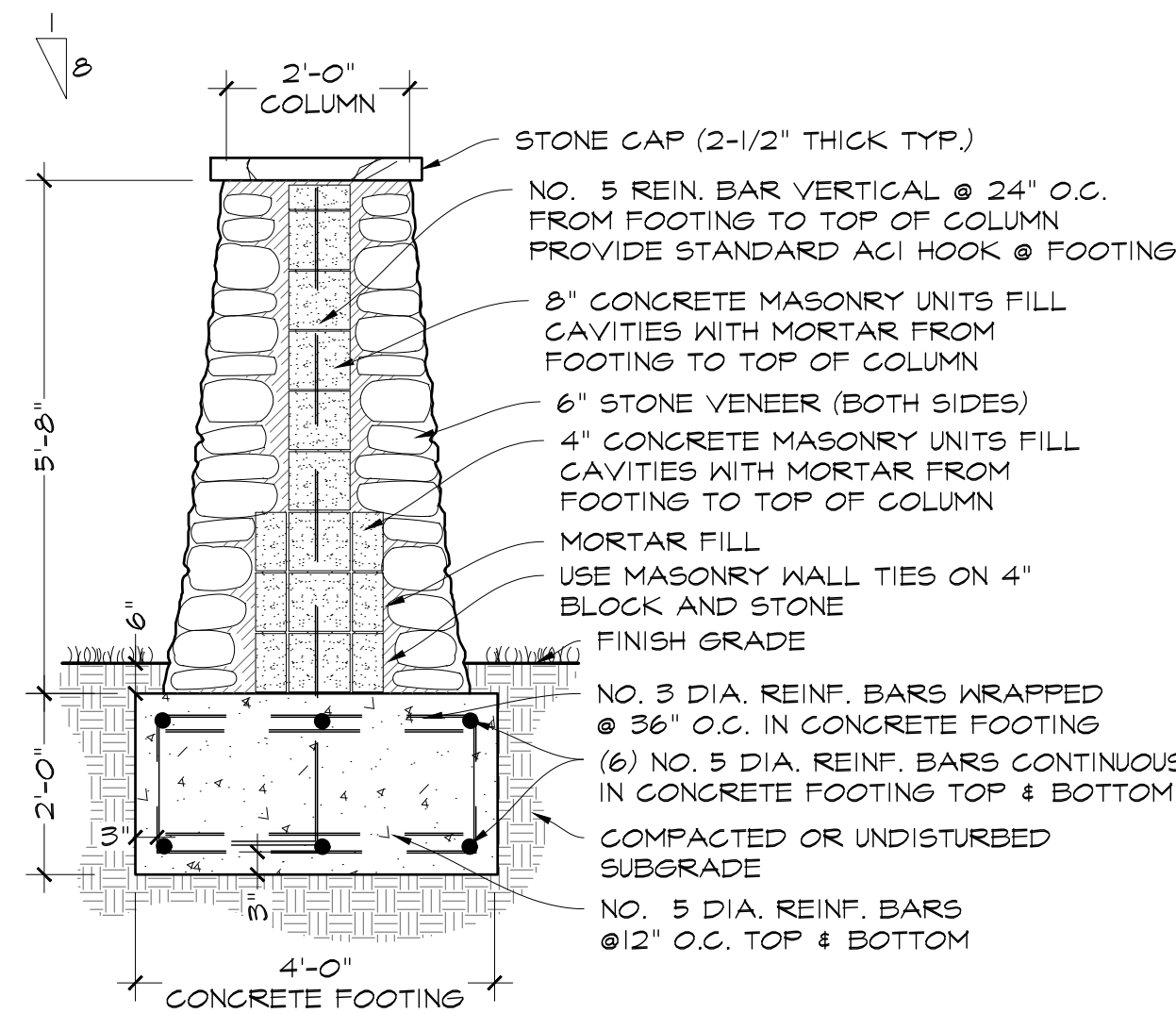
STONE VENEER  
-GOLDEN CANADIAN  
-FULL BED DEPTH STONE  
  
MINICK MATERIALS OR EQUAL  
526 NORTH COUNCIL RD  
OKLAHOMA CITY, OK 73127  
PH. (405) 789-2068  
WEBSITE: www.minickmaterials.com

NOTES

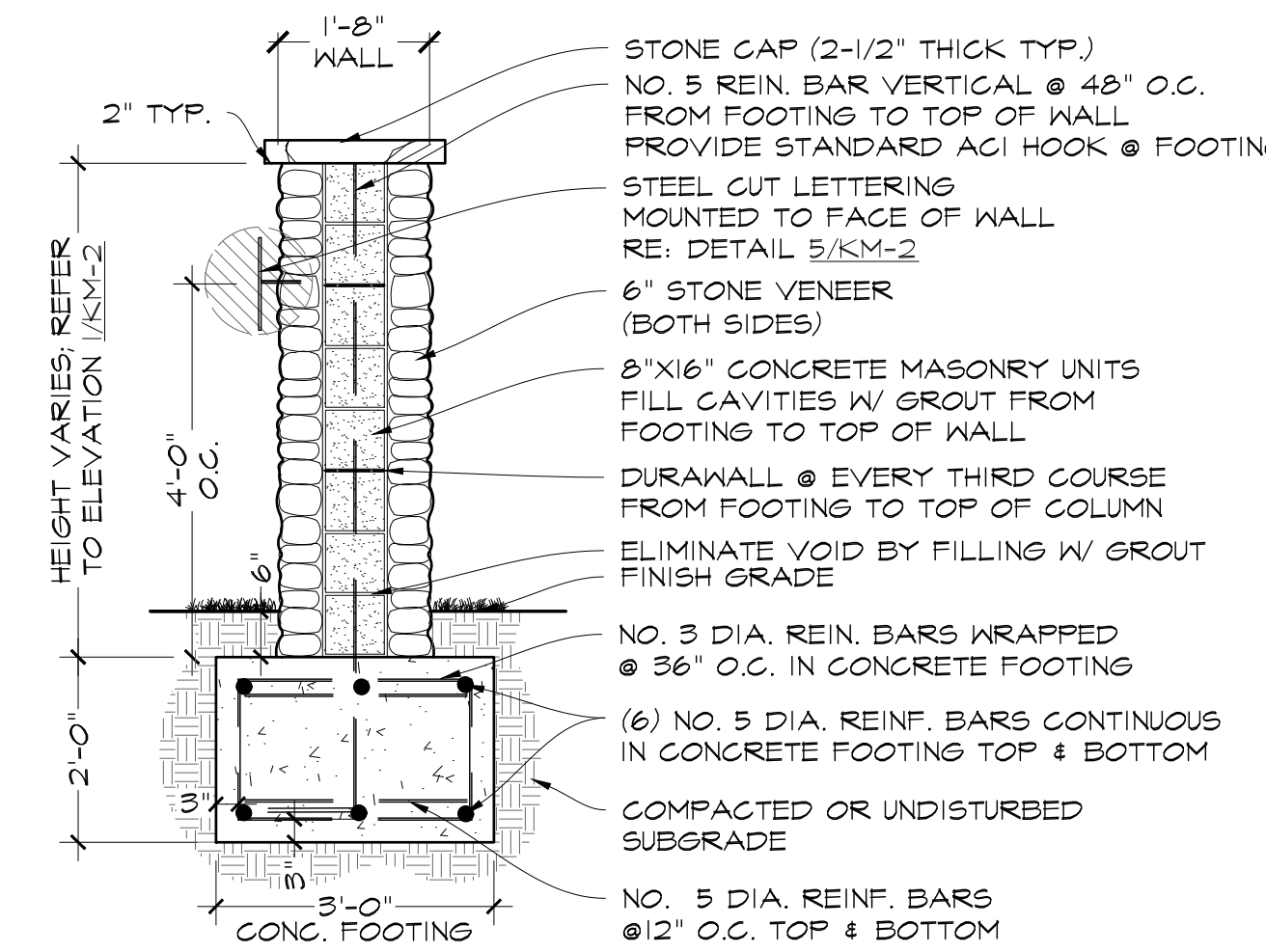
- 1) FOOTING DESIGNS ARE BASED ON A SOIL BEARING VALUE OF 1500 POUNDS PER SQUARE FOOT (PSF). PDG WAS NOT PROVIDED A SOILS REPORT ON THIS PROJECT.
- 2) CONCRETE COMPRESSIVE STRENGTH TO BE 3000 PSI (MIN.) AT THE END OF 28 DAYS.
- 3) REINFORCING STEEL TO MEET A.S.T.M. SPECIFICATIONS A-615 GRADE 60 LATEST REVISION.
- 4) PROVIDE CORNER BARS FOR ALL CONTINUOUS HORIZONTAL REINFORCING.
- 5) MASONRY - PROVIDE CONTROL JOINTS @ 20'-0" O.C. (MAX) IN EXTERIOR MASONRY WALLS.



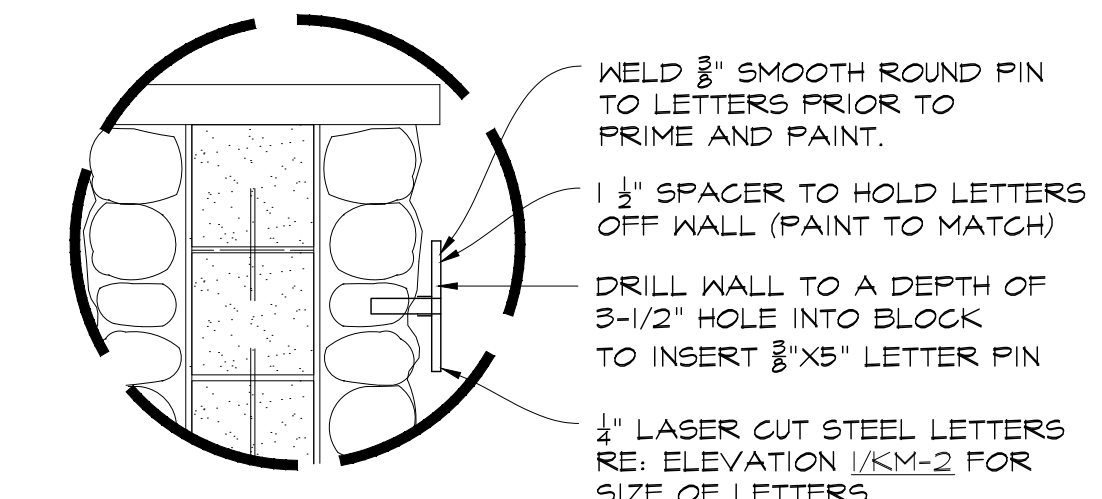
2 TALL TAPERED VENEER COLUMN W/ STONE CAP - SECTION  
SCALE: 1/2" = 1'-0"



3 SHORT TAPERED VENEER COLUMN W/ STONE CAP - SECTION  
SCALE: 1/2" = 1'-0"



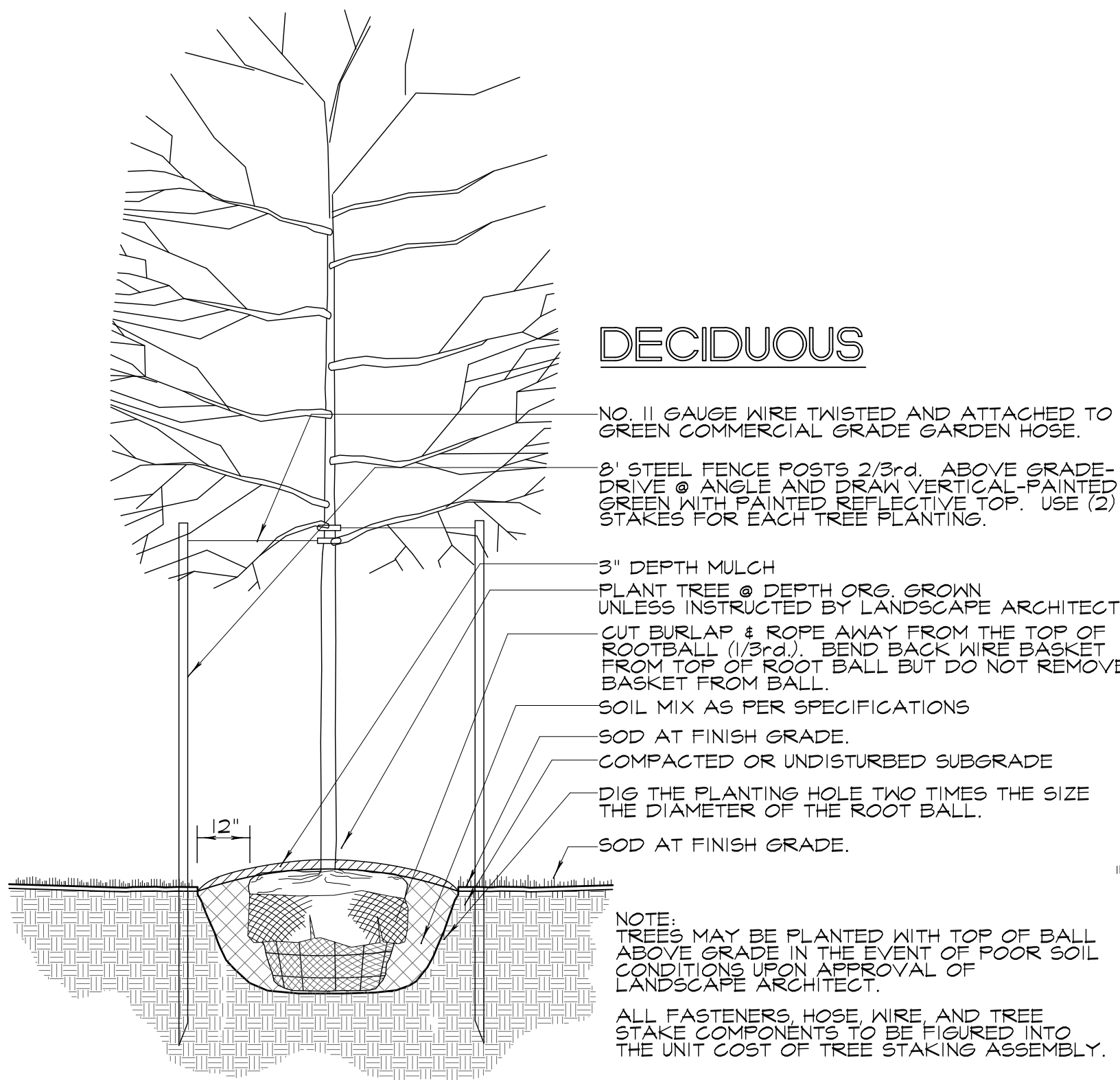
4 1'-8" WIDE STONE VENEER WALL W/ STONE CAP - SECTION  
NOT TO SCALE



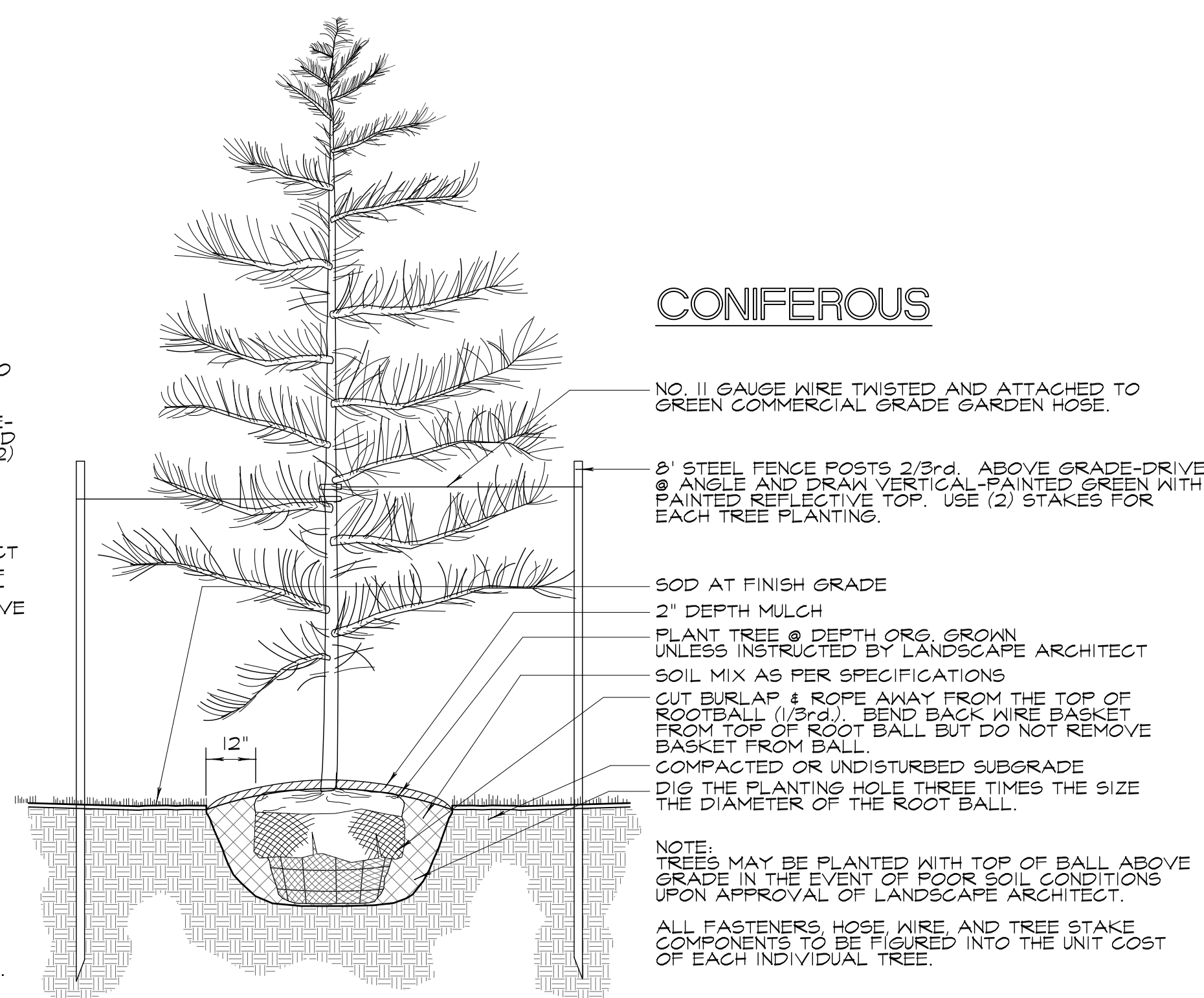
NOTE:

1. PAINT 1/4" THICK PLATE STEEL LETTERING BLACK W/ 2 PART ENAMEL PAINT.  
A. SAND BLAST  
B. APPLY EPOXY PRIMER  
C. APPLY TWO PART URETHANE PAINT AS PER MANUFACTURERS RECOMMENDATIONS.
2. MAKE PLYWOOD TEMPLATE FOR ALIGNMENT OF 3/8" PIN HOLES FOR DRILLING IN WALL.
3. DIGITAL FORMAT OF LOGO/LETTERING TO BE PROVIDED BY LANDSCAPE ARCHITECT

5 SIGN MOUNTING - DETAIL  
NOT TO SCALE

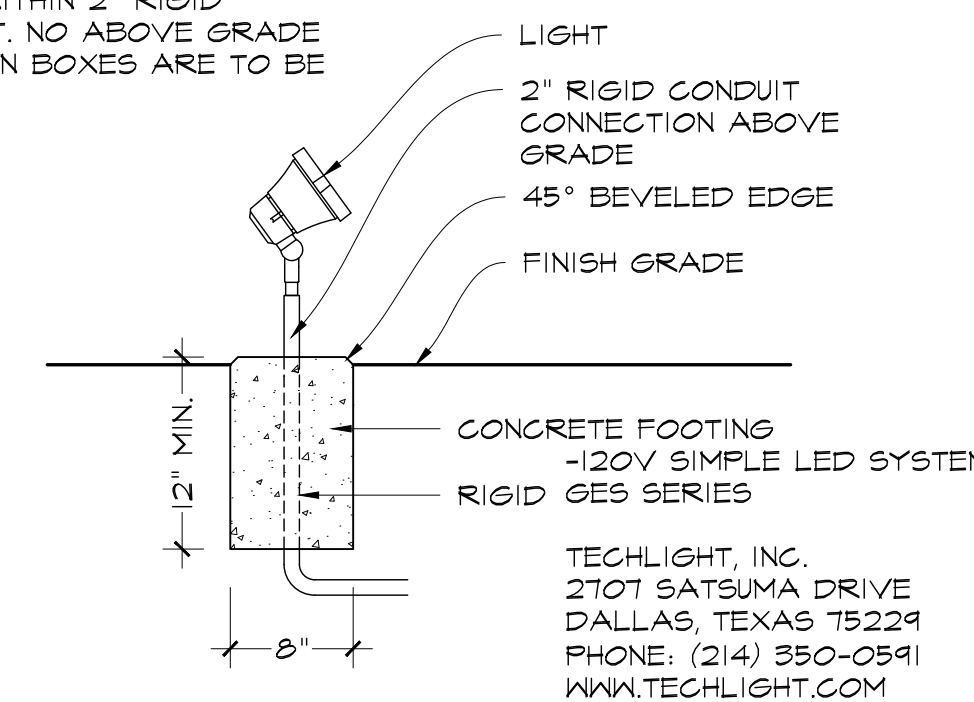


6 CONIFEROUS & DECIDUOUS TREE PLANTINGS - TYPICAL SECTION  
NOT TO SCALE



NOTE:

ALL CONNECTIONS TO BE MADE WITHIN 2' RIGID CONDUIT. NO ABOVE GRADE JUNCTION BOXES ARE TO BE USED.



7 FLOOD/BULLET LIGHT DETAIL - SECTION  
NOT TO SCALE

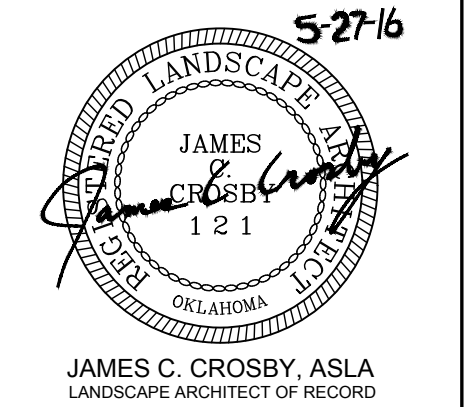
PDG  
PLANNING DESIGN GROUP

LANDSCAPE ARCHITECTURE • LAND PLANNING  
RECREATIONAL DESIGN • LAND PLANNING  
5314 S. YALE AVE., SUITE 710, TULSA, OK 74135  
918.628.1255 918.628.1256 FAX  
WWW.PDGLANDSCAPEGROUP.COM

PREPARED FOR:

CITY OF MOORE

301 N. BROADWAY  
MOORE, OK 73160  
(405) 793-5000



PROJECT INFORMATION  
PROJECT ADDRESS:

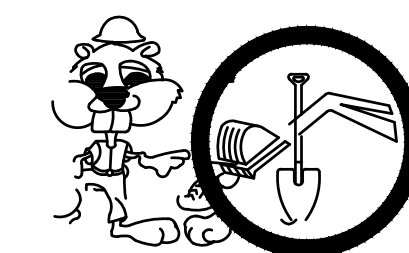
SW 11TH ST. & TELEPHONE RD.

PROJECT NO.	
DATE	9-9-2016
DRAWN BY	CHECKED BY
CC	GE

KINGS MANOR  
MOORE, OK

ISSUE/ REVISIONS

5-23-2016	100% BID SET
9-9-2016	REVISED BID SET



BEFORE YOU DIG ...  
1-800-522-6543  
CALL OKIE

ENTRY ELEVATION & CONSTRUCTION DETAILS

DUTY OF COOPERATION

P.D.G., INC. 880 PLANNING DESIGN GROUP IN THIS STATEMENT SHALL BE KNOWN AS 'ARCHITECT'. RELEASE OF THESE PLANS CONTEMPLATES FURTHER COOPERATION AMONG THE OWNER, HIS CONTRACTOR AND THE ARCHITECT. DESIGN AND CONSTRUCTION ARE COMPLEX. ALTHOUGH THE ARCHITECT AND HIS CONSULTANTS HAVE PERFORMED THEIR SERVICES WITH DUE CARE AND DILIGENCE, THEY CANNOT GUARANTEE PERFECTION. COMMUNICATION IS IMPERFECT AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. FAILURE TO NOTIFY THE ARCHITECT COMPREHENSIVELY MISUNDERSTANDING AND INCREASES CONSTRUCTION COSTS. A FAILURE TO COOPERATE BY SIMPLE NOTICE TO THE ARCHITECT SHALL RELIEVE THE ARCHITECT FROM RESPONSIBILITY FOR ALL CONSEQUENCES. CHANGES MADE FROM THE PLANS WITHOUT CONSENT OF THE ARCHITECT ARE UNAUTHORIZED, AND SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

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P.D.G., INC. 880 PLANNING DESIGN GROUP RESERVE THEIR COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF P.D.G., INC. NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION AND CONSENT.

BASE INFORMATION

ALL BASE INFORMATION INCLUDING EXISTING DRAINAGE PATNS, EXISTING CONTOURS, EXISTING VEGETATION, EXISTING STRUCTURES AND STREETS WERE PROVIDED TO PLANNING DESIGN GROUP BASED FROM DATA COLLECTED BY LEONARD LAND SURVEYING, L.L.C., NORMAN, OK.

KM-2



Exhibit D

**NON-COLLUSION AFFIDAVIT OF VENDOR**

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF \_\_\_\_\_) SS.  
STATE OF \_\_\_\_\_)

**AFFIDAVIT**

I, \_\_\_\_\_, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of \_\_\_\_\_  
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. \_\_\_\_\_, has not pled guilty to or been convicted of a  
(Firm's Name)  
felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to \_\_\_\_\_ has been convicted of a  
(Firm's Name)  
felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

\_\_\_\_\_  
(Officer or Agent)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
(Notary Public)

# Exhibit E: Byrd Amendment Certification

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	



# Exhibit F: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	

# Exhibit G:

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

## G.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, \_\_\_\_\_ certify that \_\_\_\_\_ is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	



## G.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, \_\_\_\_\_ certify that \_\_\_\_\_ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \_\_\_\_\_

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	







**Exhibit I: Conflict of Interest Certification**

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Moore in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	



## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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



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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

General Decision Number: OK170022 01/06/2017 OK22

Superseded General Decision Number: OK20160022

State: Oklahoma

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017

\* SUOK2011-009 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 17.37	
CARPENTER (Includes Form Work)...	\$ 13.32	
CEMENT MASON/CONCRETE FINISHER		
Canadian.....	\$ 12.44	
Cleveland.....	\$ 12.55	
Grady, Lincoln, Logan.....	\$ 12.47	
McClain.....	\$ 11.93	
IRONWORKER, REINFORCING.....	\$ 13.63	
IRONWORKER, STRUCTURAL.....	\$ 14.21	
LABORER		
Asphalt Raker and Shoveler..	\$ 11.31	
Common or General		
Canadian County.....	\$ 10.05	
Cleveland County.....	\$ 10.62	
Grady and Logan Counties..	\$ 10.55	
Lincoln County.....	\$ 10.17	
McClain County.....	\$ 10.37	
Landscape.....	\$ 9.63	
Pipelayer.....	\$ 12.50	

Power Tool Operator  
(Includes Chipping Guns  
and Handheld Concrete Saws).\$ 12.89  
Traffic Control (Includes  
Flagger, Setting Up and  
Moving Cones/Barrels).....\$ 11.12

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 12.44  
Asphalt Paving Machine  
Canadian County.....\$ 13.32  
Cleveland County.....\$ 14.57  
McClain County.....\$ 14.04  
Remaining Counties.....\$ 14.08  
Asphalt Plant.....\$ 14.70  
Backhoe/Trackhoe  
Cleveland County.....\$ 12.91  
Remaining Counties.....\$ 13.64  
Bobcat/Skid Loader.....\$ 12.71  
Broom.....\$ 11.97  
Bulldozer  
McClain County.....\$ 13.36  
Remaining Counties.....\$ 14.24  
Concrete Paving Machine.....\$ 13.61  
Concrete Saw  
Cleveland County.....\$ 11.64  
Remaining Counties.....\$ 11.70  
Crane.....\$ 16.99  
Distributor Truck.....\$ 13.81  
Excavator.....\$ 15.10  
Grader/Blade  
Canadian County.....\$ 12.00  
Cleveland County.....\$ 14.46  
Remaining Counties.....\$ 14.98  
Loader (Front End)  
Cleveland County.....\$ 12.76  
Remaining Counties.....\$ 12.85  
Mechanic.....\$ 15.60  
Milling Machine.....\$ 14.93  
Mixer.....\$ 14.43  
Oiler.....\$ 14.06  
Roller (Asphalt)  
Canadian County.....\$ 11.67  
Cleveland County.....\$ 12.86  
McClain County.....\$ 12.94  
Remaining Counties.....\$ 12.73  
Roller (Dirt Compaction)....\$ 12.27  
Scraper  
Canadian County.....\$ 12.00  
Cleveland County.....\$ 13.06  
Remaining Counties.....\$ 13.19  
Striping Machine.....\$ 12.56  
Tractor/Box Blade.....\$ 16.50  
Trencher.....\$ 13.63

TRUCK DRIVER

Dump Truck  
Cleveland County.....\$ 12.32  
Remaining Counties.....\$ 12.88  
Flatbed Truck.....\$ 14.69  
Lowboy/Float.....\$ 13.90  
Off the Road Truck.....\$ 13.75  
Pickup Truck.....\$ 12.48  
Tandem Axle/Semi Trailer  
Canadian County.....\$ 12.00



Cleveland County.....\$ 12.37  
Remaining Counties.....\$ 13.72  
Water Truck.....\$ 12.00

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

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

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

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

#### Union Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION





# CONTRACT



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## BETWEEN THE CITY OF MOORE, OKLAHOMA AND

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## FOR ON-DEMAND CONSTRUCTION SERVICES

### Preamble

This Contract is entered into between the City of Moore, Oklahoma (“the City”), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and

-(Company Name)------(Company Type)------(Address of Principal Offices)-----

WHEREAS, the City requires the services of (INSERT COMPANY NAME) (“the Contractor”) as an on-demand public works construction contractor to perform construction services as described herein;

WHEREAS, the Contractor has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party’s contract;

## Section 1: Term and Termination

- 1) The term of the contract shall be from (---(Month)----(Day)---(Year)---) through (---(Month)----(Day)---(Year)---);
  - 2) The term may be extended in increments of one year for up to five years from the initial Contract date upon the written agreement of the City and the Contractor;
  - 3) The Contract may be terminated in whole or in part as follows:
    - (1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
    - (2) By the City of Moore for cause;
    - (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
    - (4) By the Contractor upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-award will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the Federal award in its entirety.
- (c) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

4) The Contract may be amended as provided for in Section 8: Modification or Amendment

## **Section 2: Scope of Services**

### **GENERAL**

1) The work will consist of a selected on-demand construction services contractor building various projects or construction tasks though out the City of Moore as task orders are issued by the Assistant City Manager or his designee. These municipal projects including but not limited to: various on-demand construction services such as roadway repairs, rehabilitation, reconstruction or new construction; sidewalk repair, reconstruction or new construction; multi-modal trail repair, reconstruction or new construction; storm water drainage repairs, reconstruction or new construction; traffic signal repair, rehabilitation and reconstruction; emergency construction services that would include snow/ice removal, storm damage debris collection and removal and emergency traffic control; and any other special projects as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore). Some projects will be federally funded by the Department of Housing and Urban Development (HUD) and will adhere to federal regulations. When assigned a construction project or construction task, the contractor or contractors will be required to provide cost estimates on these specific projects and cooperate with the city in meeting these estimates. The Contractor will provide all necessary construction crews with adequate staffing to complete assigned projects.

2) The Contractor shall provide all equipment to complete the assigned construction projects or construction tasks. This equipment shall all be in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local or mobile field office, and office equipment.

3) All work and materials will comply with the current version of the City of Moore Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as “standard specifications”) and the City of Moore Construction



Standard Details (hereafter referred to as “standard details”). When these standard specifications and standard details do not address certain construction tasks or certain required construction materials, then the Oklahoma Department of Transportation Standard Specifications for Highway Construction will govern

**(INSERT SPECIFIC SCOPE OF SERVICES)**

## Section 3: General Terms and Conditions

### Laws and Regulations

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14A U.S.C. 647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol. 76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

### Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as

such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

### **Compliance with the Copeland "Anti-Kickback" Act**

1.) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

1.) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week. References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

### **Compliance with the Davis-Bacon Act**

1.) The contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

2.) The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and



3.) There may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents. References: (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

**Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.**

1.) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages 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 any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$25 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

2.) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages

be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

3.) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

4.) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business. References: (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5)

## Assignability

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the contractors from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

## Access to Records

The Contractor agrees that the U.S. Department of Housing and Urban Development (“HUD”), the Inspectors General, the Comptroller General of the United States, and the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

## Record Retention Requirements

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.



(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

### **Remedies for Noncompliance**

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

## Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute

a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

## **Termination**

(a) The Contract may be terminated in whole or in part as follows:

(1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;

(2) By the City of Moore for cause;

(3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Contractor upon sending the City of Moore or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

## **Equal Opportunity**

The following equal employment opportunity requirements apply to the Contract:



- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

## Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#)

- 5) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

### **Conflict of Interest**

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112



## Patent rights

1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

### **Subcontracts:**

5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

## Copyrights

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor or Sub-contractor purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

## Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

## **Environmental Requirements**

### **Clean Air**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

### **Clean Water**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.



2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

### **Energy Conservation**

The Contractor agrees to comply with 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.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

### **Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

### **Environmental Conditions Discovered During Construction**

1) The Contractor agrees to cease work and immediately notify the Assistant City Manager and Compliance Specialist should a previously unknown environmental condition be discovered in the course of construction;

2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.

3) The Assistant City Manager will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared. References: 24 CFR Part 58.47

### **Section 504 and Americans with Disabilities Act**

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks, pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

References: 36 CFR Part 1190 Minimum Guidelines and Requirements for Accessible Design

## **Section 4: Bonds, Insurance & Licenses**

### **Bond Requirements**

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

#### **Maintenance Bond:**

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract Work Order, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

#### **Performance Bond:**

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract Work Order amount guaranteeing execution and completion of the work in accordance with the specifications

**Statutory Bond:**

A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact Work Order amount guaranteeing payment in full for all materials and labor used in the construction of the work.

**Insurance Requirements**

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor’s operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor shall carry Insurances in the following amounts:

<b>Commercial Liability</b>	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
<b>Comprehensive Automobile Liability</b>	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
<b>Workers’ Compensation</b>	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen’s and Harbor Workers’ Compensation, if applicable, and coverage for Federal Employers’ Liability Act, if applicable	
<b>Employer’s Liability</b>	\$1,000,000 Each Occurrence



	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
<b>Professional Liability (if applicable)</b>	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore.. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order

**License Requirements**

The Contractor assumes all responsibility for insuring the Contractor and all sub-contractors maintain all applicable federal, state or local Licenses necessary to perform the work required.

**Section 5: Work Orders, Invoices, and Payment**

**Work Orders**

- 1) The Contractor will receive a Work Order from the City which will describe the scope of services specific to the construction project or task;
  - a. The Contractor will submit to the City a complete line item budget based on the Unit Prices in Appendix A;
  - b. The Contractor will submit to the City a schedule for completion;
- 2) The City will determine if the costs and schedule are reasonable and prudent;
- 3) The City will establish the start date for the project and provide the Contractor with a signed and dated Notice to Proceed;
  - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor’s complete expense and risk.
- 4) The Work Order number shall be identified and included in all Invoices.

## Invoices

The City agrees to pay the Contractor for services rendered on the following schedule, terms and conditions:

- 1) The Contractor agrees that the labor and materials costs for on-demand construction services shall be defined as the Unit Prices contained in [Appendix A](#);
- 2) The Contractor's sub-contractors are contained in [Appendix B](#)
  - a) The Contractor may amend the sub-contractor list in accordance with [Section 8: Modification or Amendment](#)
- 3) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in [Appendix C](#); and
  - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#); and
  - a) To submit Section 3 reports weekly to the Compliance Specialist
- 5) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in [Appendix D](#) at the time of the Invoice;
- 6) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 7) For an Invoice to be considered "properly submitted":
  - a) The Invoice must be identified by Work Order Number, be complete, accurate, have all required documentation; be signed and dated; and

- b) All Davis-Bacon; Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

## Payments

- 1) The City agrees to make full payment of any “properly submitted” invoice within thirty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Contractor

## Adjustments to Rate Schedule

- 1) The Unit Prices defined in Appendix A may be adjusted once per year on the contract anniversary date.
- 2) The Contractor will propose rate adjustments to compensate for cost increases in materials, fuel, insurance etc.
  - a. These material adjustments must be documented to the full satisfaction of the City of Moore.
- 3) Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U.S. City Average South West Region C.P.I. for the immediately preceding calendar year;
- 4) If the Contractor and the City of Moore cannot agree on the amount of rate adjustments, the Contractor or the City of Moore may elect to terminate the contract as provided for in [Section 3: Termination](#)
- 5) If the parties elect to terminate the Contract, the Contractor shall be bound to complete any projects currently under construction at the current contract rates or for a term of no longer than 90 days at the discretion of the City of Moore



## **Section 6: Proprietary Information**

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

## **Section 7: Understanding and Authorization**

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

## **Section 8: Modification or Amendment**

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

## **Section 9: Execution**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

## Section 10: Notifications

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:  
Jared Jakubowski  
Capital Planning and Resiliency  
City of Moore  
301 N. Broadway  
Moore, Oklahoma 73160

To: (Name of Contractor) at:  
(Name of Contractor)  
(Address)  
(City, State, Zip)

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, page 26 of 16 pages.

The City of Moore

BY: \_\_\_\_\_

Steve O Eddy, City Manager

DATE: \_\_\_\_\_

(Name of Contractor)

BY: \_\_\_\_\_

(Printed Name and Position)

DATE \_\_\_\_\_

## APPENDIX A: UNIT PRICES

(CHANGE AS APPLICABLE)

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
200	00	Unclassified Excavation	C.Y.	
200	01	Unsuitable Material Excavation	C.Y.	
201	00	Embankment	C.Y.	
202	00	Borrow	C.Y.	
211	00	Dewatering	L.SUM	
212	01	Trench Excavation & Backfill (0' to 10')	L.F.	
212	07	Structural Excavation	C.Y.	
213	01	Crushed Rock Foundation	C.Y.	
213	03	Crushed Rock Foundation(Crusher Run)(1.5")	C.Y.	
215	07	Crushed Rock (3")	TON	
215	08	Rock Backfill	TON	
220	00	Subgrade	S.Y.	
221	00	Natural Soil Base	TON	
222	01	Fly Ash	TON	
222	02	Lime	TON	
222	03	Cement Kiln Dust	TON	
222	04	Portland Cement	TON	
222	05	Cementitious Stabilized Subgrade	S.Y.	
225	00	Aggregate Base (Type A)	C.Y.	
225	03	Aggregate Base (Type B)	C.Y.	
301	28	Asphalt Concrete Type A (PG 64-22)	TON	
301	31	Asphalt Concrete Type A (PG 70-28)	TON	
301	32	Asphalt Concrete Type B (PG 64-22)	TON	
301	33	Asphalt Concrete Type B (PG 70-28)	TON	
302	04	RHM-Asphaltic Concrete Leveling Course	TON	
304	02	Approach Slabs	S.Y.	
304	04	Portland Cement Concrete Pavement (6")	S.Y.	
304	06	Portland Cement Concrete Pavement (8")	S.Y.	
304	07	Portland Cement Concrete Pavement (8")(Dowel Jointed)	S.Y.	
305	00	Curb & Gutter (2'-8")(6" Barrier)	L.F.	
305	01	Curb & Gutter (2'-8")(8" Barrier)	L.F.	
305	02	Integral Curb (6 Inches)	L.F.	



305	04	Integral Curb (Barrier)(8 Inches)	L.F.	
306	03	High Early Strength Concrete Pavement W/2" AC	S.Y.	
306	04	High Early Strength Concrete Pavement (6")	S.Y.	
309	00	Cold Milling Pavement	S.Y.	
309	03	Haul Out Milled Pavement	S.Y.	
310	00	Concrete Joint Rehabilitation	S.Y.	
310	01	Cleaning & Filling Joints & Cracks	L.F.	
312	00	Diamond Grinding	S.Y.	
313	00	Tack Coat	GAL.	
314	00	Brick Pavers(SP)	S.F.	

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
403	01	Channel Liner	S.Y.	
403	02	Channel Liner (Transition)	S.Y.	
404	01	Concrete Class A	C.Y.	
404	06	Structural Concrete (Retaining Wall)(Type I A)	L.F.	
404	07	Structural Concrete (Retaining Wall)(Type I B)	L.F.	
404	08	Structural Concrete (Retaining Wall)(Type I C)	L.F.	
404	09	Structural Concrete (Retaining Wall)(Type II A)	L.F.	
404	10	Structural Concrete (Retaining Wall)(Type II B)	L.F.	
404	11	Structural Concrete (Retaining Wall)(Type II C)	L.F.	
404	12	Structural Concrete (Retaining Wall)(Type III A)	L.F.	
404	13	Structural Concrete (Retaining Wall)(Type III B)	L.F.	
404	14	Structural Concrete (Retaining Wall)(Type III C)	L.F.	
404	15	Concrete Class AA	L.F.	
451	01	(CGMP) Storm Sewer (18 In.)	L.F.	
451	02	(CGMP) Prefab End Section (18 In.)	EA.	
451	05	(CGMP) Storm Sewer (24 In.)	L.F.	
451	06	(CGMP) Prefab End Section (24 In.)	EA.	
453	00	Reinforced Concrete Pipe (18 Inches)	L.F.	
453	01	Reinforced Concrete Pipe (24 Inches)	L.F.	
453	02	Reinforced Concrete Pipe (36 Inches)	L.F.	
453	04	Reinforced Concrete Pipe (48 Inches)	L.F.	
453	05	Reinforced Concrete Pipe (54 Inches)( "O" Ring)	L.F.	
453	06	Reinforced Concrete Pipe (60 Inches)("O" Ring)	L.F.	
453	12	Reinforced Concrete Pipe 18 Inches "O" Ring	L.F.	
453	13	Reinforced Concrete Pipe 24 Inches "O" Ring	L.F.	
453	14	Reinforced Concrete Pipe 36 Inches "O" Ring	L.F.	
453	15	Reinforced Concrete Pipe 48 Inches "O" Ring	L.F.	
453	19	Reinforced Concrete Pipe End Section (18 Inches)	Ea.	

453	25	Reinforced Concrete Pipe End Section (24 Inches)	Ea.	
453	28	Reinforced Concrete Pipe End Section (48 Inches)	Ea.	
453	33	Reinforced Concrete Pipe End Section (36 Inches)	Ea.	
453	57	Reinforced Concrete Pipe End Section (54 Inches)	Ea.	
453		Reinforced Concrete Pipe End Section (60 Inches)	Ea.	
454	01	Manhole (4' Dia.)	Ea.	
454	03	Manhole (6' Dia.)	Ea.	
454	04	Manhole (5' Dia.)	Ea.	
454	05	Manhole Added Depth (4' Dia.)	V.F.	
454	06	Manhole Added Depth (5' Dia.)	V.F.	
454	07	Manhole Added Depth (6' Dia.)	V.F.	
454	30	Junction Box (6' X 6')	V.F.	

UNIT PRICES				
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
454	34	Design 2-0 Inlet Complete in Place	Ea.	
454	37	Design 2-1 Inlet Complete in Place	Ea.	
454	38	Design 2-2 Inlet Complete in Place	Ea.	
454	45	Design 2-3 Inlet Complete in Place	Ea.	
454	63	Grated Street Inlet	Ea.	
454	65	Design 2-5 Inlet Complete in Place	Ea.	
454	66	Box Type Inlet (4' x 4')	Ea.	
454	72	Design 2-4 Inlet Complete in Place	Ea.	
454	80	Junction Box (10' x 10')	Ea.	
456	01	Removing Manhole	Ea.	
459	01	Adjust Manhole to Grade	Ea.	
460	00	Setting New Manhole Ring & Cover	Ea.	
464	01	HDPE Pipe (18 In.)(SP)	L.F.	
464	02	HDPE Pipe (24 In.)(SP)	L.F.	
464	04	HDPE Pipe (36 In.)(SP)	L.F.	
464	06	HDPE Pipe (48 In.)(SP)	L.F.	
464	07	HDPE Pipe (54 In.)(SP)	L.F.	
464	08	HDPE Pipe (60 In.)(SP)	L.F.	
511	05	Water Service Line Short (1")	Ea.	
511	06	Water Service Line Long (1")	Ea.	
511	08	Water Service Line Short (1-1/2")	Ea.	
511	09	Water Service Line Long (1 1/2")	Ea.	
511	11	Water Service Line Short (2")	Ea.	
511	12	Water Service Line Long (2")	Ea.	
511	24	Water Service Line Short (5/8")	Ea.	
511	25	Water Service Line Long (5/8")	Ea.	

512	00	Meter Relocation (5/8")	Ea.	
512	01	Meter Relocation (1")	Ea.	
512	02	Meter Relocation (1 1/2")	Ea.	
512	03	Meter Relocation (2")	Ea.	
520	03	Valve Box Adjust to Grade	Ea.	
710	00	Vehicle Actuated Traffic Signal Control Assembly	Ea.	
711	01	Video Detection System (SP)	Ea.	
712	00	Solid State Digital Inductive Loop Vehicle Detector	L.Sum	
712	01	E.P.S. Optical Detector	Ea.	
712	02	E.P.S. 2 Channel Phase Selector	Ea.	
713	04	1 1/2" Traffic Signal Conduit Trenched	L.F.	
713	05	1 1/2" Traffic Signal Conduit (Bored)	L.F.	
713	06	1" Traffic Signal Conduit Trenched	L.F.	
713	07	1" Traffic Signal Conduit (Bored)	L.F.	

UNIT PRICES				
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
713	08	2" Traffic Signal Conduit Trenched	L.F.	
713	09	2" Traffic Signal Conduit (Bored)	L.F.	
713	10	3" Traffic Signal Conduit Trenched	L.F.	
713	11	3" Traffic Signal Conduit (Bored)	L.F.	
714	00	(21) Conductor Traffic Signal Electrical Cable	L.F.	
714	01	Two Conductor Shielded Loop Detector Lead-In Cable	L.F.	
714	04	(5) Conductor Traffic Signal Electrical Cable	L.F.	
714	05	(15) Conductor Traffic Signal Electrical Cable	L.F.	
714	06	(2) Conductor Traffic Signal Electrical Cable	L.F.	
714	07	(7) Conductor Traffic Signal Electrical Cable	L.F.	
714	08	(9) Conductor Traffic Signal Electrical Cable	L.F.	
714	09	(12) Conductor Traffic Signal Electrical Cable	L.F.	
714	10	(1 Conductor)(AWG No. 6) Electrical Conductor	L.F.	
714	11	(1 Conductor)(AWG No. 10) Electrical Conductor	L.F.	
714	14	Loop Wire 14 AWG (Type XHHW)	L.F.	
715	01	Three (3) Section One Way Traffic Signal Head	Ea.	
715	02	Four (4) Section One Way Traffic Signal Head	Ea.	
715	03	Five (5) Section One Way Traffic Signal Head	Ea.	
717	00	Pedestrian Signal Head	Ea.	
722	00	Pedestrian Push Button and Sign	Ea.	
722	01	Pedestrian Push Button and Pole	Ea.	
724	03	Pole and Specified 20' Mast Arm(S)(Installed)	Ea.	
724	04	Pole and Specified 25' Mast Arm(S)(Installed)	Ea.	
724	05	Pole and Specified 30' Mast Arm(S)(Installed)	Ea.	

724	06	Pole and Specified 35' Mast Arm(S)(Installed)	Ea.	
724	07	Pole and Specified 40' Mast Arm(S)(Installed)	Ea.	
724	08	Pole and Specified 45' Mast Arm(S)(Installed)	Ea.	
724	09	Pole and Specified 50' Mast Arm(S)(Installed)	Ea.	
724	10	Pole and Specified 55' Mast Arm(S)(Installed)	Ea.	
724	19	Pole and Specified 20' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	20	Pole and Specified 25' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	21	Pole and Specified 30' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	22	Pole and Specified 35' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	23	Pole and Specified 40' Mast Arm(S) and Luminaire (Installed)	Ea.	
724	67	Pedestal Pole with 8' Mounting Height	Ea.	
724	68	Pedestal Pole with 10' Mounting Height	Ea.	
725	00	Structural Concrete	C.Y.	
725	01	Reinforcing Steel	LBS.	
726	00	Pull Box TypeI	Ea.	
726	01	Pull Box TypeII	Ea.	

UNIT PRICES				
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
727	00	Roadway Luminaire (250 Watt HPS)	Ea.	
728	00	School Flashers	Ea.	
729	00	Sheet Aluminum Panel Signs	S.F.	
729	02	Mast Arm Mounted Signs	S.F.	
729	10	Remove and Relocate Sign	Ea.	
729	11	Remove Existing Sign	Ea.	
732	00	Galvanized Steel Sign Post	Ea.	
733	00	Square Steel Sign Post	Ea.	
734	00	Traffic Stripe (Paint)	L.F.	
735	00	Traffic Stripe (Plastic)(4 Inch Wide)	L.F.	
735	01	Traffic Stripe (Plastic)(Arrows)(Single)	L.F.	
735	02	Traffic Stripe (Plastic)(Arrow)(Double)	Ea.	
735	03	Traffic Stripe (Plastic)(Words)	Ea.	
735	04	Traffic Stripe (Plastic)(Symbols)	Ea.	
736	00	Traffic Stripe (Plastic Tape)(4 Inch Wide)	L.F.	
736	01	Traffic Stripe (Plastic Tape)(Arrow)(Single)	L.F.	
736	02	Traffic Stripe (Plastic Tape)(Arrows)(Double)	Ea.	
736	03	Traffic Stripe (Plastic Tape)(Words)	Ea.	
736	04	Traffic Stripe (Plastic Tape)(Symbols)	Ea.	
736	06	Construction Traffic Stripe (Paint)( 4 Inch Wide)	L.F.	
736	07	Construction Traffic Stripe (Paint)( Arrow)( Single)	L.F.	
736	08	Construction Traffic Stripe (Paint)( Arrows)(Double)	Ea.	



736	09	Construction Traffic Stripe (Paint)(Words)	Ea.	
736	10	Construction Traffic Stripe (Paint)( Symbols)	Ea.	
736	11	Construction Traffic Stripe (Paint)( 8 Inch Wide)	Ea.	
737	00	12" Wide Crosswalk Striping	L.F.	
738	06	Pavement Markers, Type 2-1 (Flex Tab)	Ea.	
738	07	Pavement Markers, Type 2-2 (Flex Tab)	Ea.	
738	08	Remove Pavement Marking (Stripe)	Ea.	
738	09	Remove Pavement Marking (Arrows)	Ea.	
738	10	Remove Pavement Marking (Words)	Ea.	
738	11	Remove Pavement Marking (Symbols)	Ea.	
740	02	Arrow Display (Type C)	S.D.	
740	03	Construction Signs (0 To 6.25 SF)	S.D.	
740	04	Construction Signs (6.26 To 15.99 SF)	S.D.	
740	05	Construction Signs (16.0 To 32.99SF)	S.D.	
740	06	Construction Signs (33.0 SF and Over)	S.D.	
740	07	Construction Barricades (Type I)	S.D.	
740	08	Construction Barricades (Type II)	S.D.	
740	09	Construction Barricades (Type III)	S.D.	

UNIT PRICES				
Book #	#	Description	Unit	Unit Price
740	10	Warning Lights (Type A)	S.D.	
740	11	Warning Lights (Type C)	S.D.	
740	12	Drums	S.D.	
740	13	Tube Channelizers	S.D.	
740	14	Channelizers Cones	S.D.	
741	00	Optical Detector Cable	L.F.	
742	00	Portable Changeable Message Sign	S.D.	
801	00	Construction Staking (Construction Survey)	L.SUM	Ea.
809	00	Mobilization (SP)	L.Sum	
809	01	Mobilization (Emergency)(SP)	L.Sum	
811	15	Structure Removal (Retaining Wall)	L.F.	
811	16	Structure Removal (Concrete Flume)	L.F.	
811	19	Remove Exist. Headwall & Wingwall	Ea.	
811	22	Structure Removal (Junction Box)	L.F.	
812	01	Remove Sidewalk (Width)	S.Y.	
812	02	Remove Curb & Gutter	L.F.	
812	03	Concrete Pavement Removal	S.Y.	
812	04	Asphalt Pavement Removal	S.Y.	
813	00	Remove Driveway	S.Y.	
814	01	Pavement Cut & Repair (Asphalt)	S.Y.	

814	02	Pavement Cut & Repair (Concrete)	S.Y.	
814	07	Pothole Patching	S.Y.	
815	00	Remove Alley Paving (Type)	S.Y.	
818	01	Base Repair (Asphalt)	S.Y.	
818	02	Base Repair (Concrete)	S.Y.	
820	00	Sawcut Pavement (Loops)	L.F.	
820	01	Sawcut Pavement	L.F.	
823	00	Sidewalk (5')	S.Y.	
823		Sidewalk (4')	S.Y.	
823		Sidewalk (6')	S.Y.	
823	03	6" P.C. Conc. Driveay (HES)	S.Y.	
823	06	Portland Cement Concrete Pavement(8")(Stamped)(SP)	S.Y.	
823	07	Portland Cement Concrete Pavement(6")(Stamped)(SP)	S.Y.	
824	01	Temporary Surface Course (TBSC)	Ton	
824	03	Temporary Striping	L.F.	
824	04	Temporary Surfacing (Asphalt)	Ton	
825	00	12" (Type 1) Plain Riprap	Ton	
825	01	(18" Dia.) Plain Riprap	C.Y.	
825	02	3" (Type) Filter Blanket	Ton	
826	04	Handrail (Steel)(3")	L.F.	
		<b>UNIT PRICES</b>		
<u>Book #</u>	<u>#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
826	08	Perforated Underdrain Pipe(6")	L.F.	
826	09	Non-Perforated Underdrain Pipe(6")	L.F.	
827	00	Beam-Type Guardrail(Single)	L.F.	
827	02	Guardrail Anchor Unit, Type "A" (See Std. GRAU-1-1)	EA.	
828	08	Remove & Replace Fence-Type II(4' Chain Link)	L.F.	
828	12	Remove & Replace Security Gate (6' Wooden)	L.F.	
828	15	Remove & Replace Fence- Type III (6' Wood Panel)	L.F.	
830	00	Wheelchair Ramp	S.Y.	
830	01	Tactile Markers/Truncated Domes	S.F.	
840	04	Solid Slab Sodding (U-3 Bermuda)	S.Y.	
846	02	Remove & Replace Lawn Irrigation Pipe(1/2" to 2" Dia. PVC)	L.F.	
846	03	Remove & Replace Lawn Irrigation Head	Ea.	
900	02	Rock Bag Inlet Barrier	L.F.	
900	03	Filter Fabric Silt Fence- Complete In Place	L.F.	
900	04	Silt Dike	L.F.	
900	10	Construction Entrance	EA.	
988	00	Geotextile for Embankment Stabilization	S.Y.	
1000	00	12' Wide Asphalt Jogging Trail Complete in Place	S.Y.	
1000	44	10' Wide Asphalt Jogging Trail Complete in Place	S.Y.	



## APPENDIX B: SUB-CONTRACTORS

Ex	Concrete Curb and Gutter - Joe's Construction Company, 301 North Broadway, Moore, Oklahoma 73160 Joe Jones, President (405) 555-1212 office (405) 555-2121 cell <a href="mailto:joe.jones@JCC.com">joe.jones@JCC.com</a>
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**APPENDIX C: FEDERAL LABOR STANDARDS PROVISIONS**

General Decision Number: OK150022 01/02/2015 OK22 Superseded General Decision  
Number: OK20140022 State: Oklahoma

Construction Type: Highway

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

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10  
for 2015 that applies to all contracts subject to the Davis-Bacon Act for  
which the solicitation is issued on or after January 1, 2015. If this  
contract is covered by the EO, the contractor must pay all workers in any  
classification listed on this wage determination at least \$10.10 (or the  
applicable wage rate listed on this wage determination, if it is higher) for  
all hours spent performing on the contract. The EO minimum wage rate will be  
adjusted annually. Additional information on contractor requirements and  
worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number                      Publication Date                      01/02/2015

\* SUOK2011-009 04/18/2011

	Rates	Fringes	Traffic	signal
installer.....	\$ 17.37			
CARPENTER (Includes Form Work)...	\$ 13.32			
CEMENT MASON/CONCRETE FINISHER Canadian.....	\$ 12.44			
Cleveland.....	\$ 12.55			
Grady, Lincoln, Logan.....	\$ 12.47	McClain.....		\$ 11.93
IRONWORKER, REINFORCING.....	\$ 13.63			
IRONWORKER, STRUCTURAL.....	\$ 14.21	LABORER		
Asphalt Raker and Shoveler..	\$ 11.31			
Common or General				
Canadian County.....	\$ 10.05			
Cleveland County.....	\$ 10.62	Grady and Logan Counties...		\$ 10.55
Lincoln County.....	\$ 10.17			
McClain County.....	\$ 10.37			
Landscape.....	\$ 9.63			
Pipelayer.....	\$ 12.50			
Power Tool Operator (Includes Chipping Guns				
and Handheld Concrete Saws)..	\$ 12.89	Traffic Control (Includes		
Flagger, Setting Up and				
Moving Cones/Barrels).....	\$ 11.12			
POWER EQUIPMENT OPERATOR:				

Asphalt Paver Screed.....\$ 12.44 Asphalt Paving Machine

    Canadian County.....\$ 13.32

    Cleveland County.....\$ 14.57

    McClain County.....\$ 14.04

    Remaining Counties.....\$ 14.08

Asphalt Plant.....\$ 14.70 Backhoe/Trackhoe

    Cleveland County.....\$ 12.91

    Remaining Counties.....\$ 13.64

    Bobcat/Skid Loader.....\$ 12.71

    Broom.....\$ 11.97

Bulldozer

    McClain County.....\$ 13.36

    Remaining Counties.....\$ 14.24 Concrete Paving Machine.....\$ 13.61

Concrete Saw

    Cleveland County.....\$ 11.64

    Remaining Counties.....\$ 11.70

    Crane.....\$ 16.99

    Distributor Truck.....\$ 13.81

    Excavator.....\$ 15.10

Grader/Blade

    Canadian County.....\$ 12.00

    Cleveland County.....\$ 14.46

    Remaining Counties.....\$ 14.98 Loader (Front End)

    Cleveland County.....\$ 12.76

    Remaining Counties.....\$ 12.85

    Mechanic.....\$ 15.60



Milling Machine.....\$ 14.93

Mixer.....\$ 14.43

Oiler.....\$ 14.06

Roller (Asphalt)

Canadian County.....\$ 11.67

Cleveland County.....\$ 12.86

McClain County.....\$ 12.94

Remaining Counties.....\$ 12.73 Roller (Dirt Compaction)....\$ 12.27

Scraper

Canadian County.....\$ 12.00

Cleveland County.....\$ 13.06

Remaining Counties.....\$ 13.19

Striping Machine.....\$ 12.56

Tractor/Box Blade.....\$ 16.50

Trencher.....\$ 13.63

TRUCK DRIVER

Dump Truck

Cleveland County.....\$ 12.32

Remaining Counties.....\$ 12.88

Flatbed Truck.....\$ 14.69

Lowboy/Float.....\$ 13.90 Off the Road Truck.....\$ 13.75

Pickup Truck.....\$ 12.48 Tandem Axle/Semi Trailer

Canadian County.....\$ 12.00

Cleveland County.....\$ 12.37

Remaining Counties.....\$ 13.72

Water Truck.....\$ 12.00

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

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

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

#### Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

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

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

#### Union Average Rate Identifiers

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



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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Write to:

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

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

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

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

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

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

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

**Applicability**

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

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

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

specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The



Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 - day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within

the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

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

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her

correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 ( a)(1 )(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

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communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 - 0140 and 1215- 0017.)

(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5( a)( 3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form W H-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/>

[wh347instr.htm](#) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5( a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

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

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

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed

pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

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is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is approved.

(ii) ) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment

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

**9. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

as a contractor and a subcontractor as provided in 29 CFR 5.12.

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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



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## APPENDIX D: MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORTING

<b>MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORT</b>				
<b>CONTRACTOR</b>				
Invoice Date				
		<b>Total Amount of Invoice</b>		<b>\$1,322,956.21</b>
Name of MOB/WOB/Section 3 Business	MOB Amount	WOB Amount	Section 3 Amount	Percent of Invoice
<b>SIGNATURE</b>				
Printed Name and Position				
Date				

