



City of Moore

Oklahoma

301 N. Broadway, Moore, OK 73160 | (405) 793-5000 | www.cityofmoore.com

July 17, 2018

David Streb
Poe & Associates
1601 NW Expressway, Suite 400
Oklahoma City, OK 73118

RE: City of Moore Engineering Services

Dear Mr. Streb,

Please find a copy of the 2018-2019 contract for On Demand Engineering Services attached. Please complete the signature page and send back to me as soon as possible.

If you have any questions, please contact me at 405-793-4571 or kgilbert@cityofmoore.com

Sincerely,

A handwritten signature in blue ink that reads "Kahley Gilbert".

Kahley Gilbert
Projects-Grant Manager

AGREEMENT
BETWEEN THE CITY OF MOORE, OKLAHOMA
AND POE & ASSOCIATES, INC
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 8, 2018 (“Effective Date”) between

City of Moore, Oklahoma ("City")

and

Poe & Associates, Inc.("Engineer").

City's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Community Development Block Grant – Disaster Recovery program**

Services of the Engineer and the Engineer’s subcontractors under this Agreement are generally identified as follows: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, construction engineering including construction management and inspection, and materials testing.

Article I. Period of Service

Section 1.01 This agreement shall be in effect from September 8, 2018 to September 8, 2019.

Section 1.02 Engineer shall provide, or cause to be provided, any of the services set forth in this Agreement:

- (a) Project scopes and schedules will be defined for each project through a Work Order system utilized by the City.
- (b) In general, selected firms will be utilized on a round robin basis. The City has established two (2) round robin categories:
 - (i) On demand, spot engineering services for tasks requiring short term resolution with a pay rate of \$117.50 an hour.

- (c) General engineering services will be on a task order system defined by the City.
- (d) The City reserves the right to assign a specific firm a set of projects which are interconnected;
- (e) The firm to be utilized for a specific project will have five (5) business days to provide a line item quote and delivery schedule for the project;
 - (i) The firm may pass on submitting a scope, cost and schedule two (2) times during the Agreement period by notifying the Project Supervisor within twenty-four (24) hours of the request from the City;
 - (ii) A pass results in the firm being placed at the bottom of the both round robin lists;
 - (iii) A third pass terminates the Agreement automatically

Section 1.03 Project implementation will occur immediately upon the issuance of a Work Order specific to the project.

- (a) Engineer shall complete its services within the time period defined in the Work Order for the specific project.

Section 1.04 At the discretion of the City's Project Supervisor all or any of the selected firms may be required to attend a weekly meeting of the CDBG-DR construction team.

Article II. Termination

Section 2.01 The obligation to continue performance under this Agreement may be terminated by the City for convenience if:

- (a) CDBG-DR funds are no longer available to the City;
- (b) The City finds the Engineer's services are no longer needed

Section 2.02 The obligation to continue performance under this Agreement may be terminated for cause, by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms:

- (a) Substantial failure shall include:
 - (i) Failure by the Engineer to deliver all products of work on time, on budget and to the quality level required by the Engineer's professional license, the Agreement, and the applicable scope of work;
 - (ii) The Engineer's pass on a third request for services under the round robin system utilized by the City;

(iii) Failure by the Engineer to utilize Minority Owned (MOB), Women Owned (WOB) or Section 3 Owned (Section 3) businesses named in the Engineers response to the Request for Qualifications to the greatest extent feasible. The following businesses were specifically included in the Engineer's proposal

- 1) Able Consulting
- 2) Red Rock Consulting
- 3) Ellen Stevens, Ph.D., P.E., CFM
- 4) Meshek & Associates

(iv) In the event the Engineer is debarred by the Federal government from Federal contracts;

(v) Failure by the City to pay Engineer for its services as provided in the Agreement;

(vi) Upon seven days written notice if City demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

(b) In the event of any termination under Section 2.02(a)(i-vi), the Engineer will be entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

(c) Cures

(i) If the Engineer is debarred under Section 2.02(a)(iv) there is no cure;

(ii) If an Engineer's sub-contractor is debarred under Section 2.02(a)(iv), the City shall permit, upon written request of the Engineer, a thirty (30) day period in which the Engineer may obtain a replacement sub-contractor providing:

- 1) The replacement sub-contractor meets the qualifications and requirements of the original request for qualifications;
- 2) The unit costs (labor and expenses) for the replacement sub-contractor do not vary more than five percent (5%) from the contract costs for the debarred contractor;
- 3) The City agrees to the replacement sub-contractor

(iii) If the Engineer passes for a third time under Section 2.02(a)(ii) there is no cure;

(iv) If the Engineer is cited by the City in its termination letter to Section 2.02(a)(i - iii - vi) the Engineer will contact and work with the City to correct the deficiency within ten (10) business days of the Engineer's receipt of the termination letter;

- (v) If the City fails to pay the Engineer under Section 2.02(a)(v), the City may cure by providing payment within thirty (30) business days.

Article III. Successors, Assigns, and Beneficiaries

Section 3.01 City and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of City and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Section 3.02 Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Section 3.03 Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.

Article IV. General Considerations

Section 4.01 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- (a) Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Section 4.02 Engineer shall not at any time supervise, direct, control, or have authority over any

contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

Section 4.03 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

Section 4.04 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

Section 4.05 City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

- (a) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
- (b) The Engineer shall indemnify and hold the City and the City's officers and employees harmless from and against damages, losses, and judgements arising from the claims by third parties, including reasonable attorneys' fees and the expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer's duty to indemnify the City under this provision shall be limited to the available proceeds of insurance coverage; and

- (c) In accordance with 24 CFR Part 85.34 (Copyrights); the City and HUD reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (i) The copyright in any work developed under this Agreement; and
 - (ii) Any rights of copyright to which the City or a contractor purchases ownership with grant support
- (d) In accordance with 24 CFR Part 85.36 (Inventions); the City and HUD reserve a royalty-free right to any inventions that result from this Agreement as defined by 37 CFR Part 401.

Section 4.06 To the fullest extent permitted by law, City and Engineer:

- (a) *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the City and the City's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgements (including reasonable consultants' and attorney's fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any proven negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants.
- (b) *Indemnification by the City:* To the fullest extent permitted by Laws and Regulations, the City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, cost, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the City or the City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to the Agreement or to the Project.

- (c) Agree that Engineer's total liability to City under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

Article V. Records

Section 5.01 The Engineer shall permit access by the City, the US Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Section 5.02 The Engineer shall retain all required records for three years after the City makes final payments and all other pending matters are closed.

Article VI. Applicable Laws and Regulations

Section 6.01 The Agreement is governed by:

- (a) Title I of the Housing and Community Development Act of 1974, as amended;
- (b) The Federal regulations contained at 24 CFR Part 570;
- (c) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- (d) The applicable laws of the State of Oklahoma; and
- (e) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (f) The Engineer agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence;

Section 6.02 The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition); the requirements of the Community Development Block Grant Disaster Recovery (CDBG-DR) program of the U.S. Department of Housing and Urban Development (HUD) and all applicable local, State and Federal requirements. The Engineer agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence.

Section 6.03 The City acknowledges that such documents are not intended or represented to be suitable for use on the specific project unless completed by Engineer or for use or reuse by the City or

others on extensions of the specific project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer.

Section 6.04 The Engineer agrees to abide by and to advise the City on maintaining compliance of each of the following laws or regulations required for the expenditure of Federal funds on construction projects;

- (a) Compliance with all applicable standards, orders, or requirements issued under:
 - (i) Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
 - (ii) Section 508 of the Clean Water Act (33 U.S.C. 1368),
 - (iii) Executive Order 11738;
 - (iv) Environmental Protection Agency regulations (40 CFR part 15);
 - (v) Environmental Reviews (24 CFR Part 58)
 - (vi) 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
- (b) Compliance with Federal Register Notices governing the expenditure of the City's allocation of CDBG-DR funds:
 - (i) Public Law 113-2: Disaster Relief Appropriations Act, 2013 (at HR 152-34)
 - (ii) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
 - (iii) The HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
 - (iv) The HUD Federal Register Notice at 78 FR 76154 published December 16, 2013

Section 6.05 In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements listed herein:

- (a) Executive Order 11246, as amended;
- (b) Section 3 of the Housing and Urban Development Act of 1968, as amended;

Section 6.06 The Agreement is subject to the Policies and Procedures of the City of Moore

Section 6.07 City and Engineer agree to negotiate each dispute between them in good faith during the

7 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Article VII. Total Agreement

Section 7.01 This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Section 7.02 The following are expressly incorporated attachments:

- (a) Exhibit A – Scope of Services
- (b) Exhibit B – Rate Schedule
- (c) Exhibit C – Insurance Requirements
- (d) Attachment A – Section 3 Reporting (Forms)
- (e) Attachment B – Minority and Women Owned Business Reporting (Form)

Article VIII. Basis for Payment and Payment Procedures

Section 8.01 Invoices

- (a) Engineer shall submit separate line item invoices for each Work Order assigned by the City;
- (b) Engineer shall prepare invoices in accordance with standard invoicing practices and submit the invoices to City's office of Capital Planning and Resiliency on a monthly basis;
- (c) Engineer shall submit a Section 3 Employee Report (Attachment A:) with each invoice
- (d) Engineer shall submit a Minority and Women Owned Business Report (Attachment B) with each invoice

Section 8.02 Payment

- (a) The Engineer will be paid based on benchmarks established by the Work Order, delivery schedule and line items submitted by the firm.
- (b) Invoices are due and payable within 30 days of receipt.
- (c) If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

(i) City waives any and all claims against Engineer for any such suspension.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

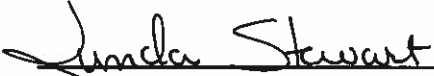
CITY:

By: 
Glenn Lewis


Title: Mayor

Date Signed: 7/16/2018

City Clerk,

Linda Stewart 

City Attorney,

Randy Brink 

Address for giving notices:

Kahley Gilbert

City of Moore

Capital Planning & Resiliency

301 N. Broadway

Moore, Oklahoma 73160

ENGINEER:



By: DAVID STREB

Title: SENIOR VICE PRESIDENT

Date Signed: JULY 23, 2018

Engineer License or Firm's Certificate

Number

17071

State of Oklahoma

Address for giving notices:

David Streb

Poe & Associates, Inc.

1601 Northwest Expressway, Suite 400

Oklahoma City, OK 73118

Attachments

Exhibit A – Scope of Services

Exhibit B – Rate Schedule

Exhibit C – Insurance Requirements

Attachment A – Section 3 Reporting (Forms)

Attachment B – Minority and Women Owned Business Reporting (Form)

Exhibit A: Scope of Services

Services of the Engineer and the Engineer's subcontractors under this Agreement are generally identified as follows: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, construction engineering including construction management and inspection, and materials testing.

Exhibit B: Rate Schedule

Labor Position	Rate Per Hour
Principal/Senior Manager	220.00
Project Manager	165.00
Structural Project Manager	180.00
Senior Project Engineer	158.00
Senior Structural Engineer	180.00
Project Engineer	120.00
Structural Engineer	125.00
Engineer Intern	88.00
Professional Land Surveyor	105.00
Surveyor	65.00
Designer	120.00
Construction Manager	130.00
Senior CADD Technician	115.00
Inspector	80.00
CADD Technician	75.00
Structural CADD Technician	85.00
Clerical	70.00
Survey Crew (2 man)	195.00
Survey Crew (3 man)	265.00

Exhibit C: Insurance Requirements

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$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	
Workers' Compensation	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	
Employer's Liability	\$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	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Certificate Holder and Endorsement Requirements

- City shall be listed as Certificate Holder as follows: City of Moore, 301 N. Broadway, Moore, Oklahoma 73160.
- All aforementioned policies shall contain an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation, Professional Liability and Employer's Liability).
- If any policies are purchased on a "claims made" basis, Engineer hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to City at any time upon request of the City.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to City or with a Best's Guide Rating of A and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for City.
- Engineer is not allowed to self-insure without the prior written consent of the City. If granted by the City, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Engineer in lieu of insurance. Any and all Engineer liabilities that would otherwise, in accordance with the provisions of this document, be covered by Engineer's insurance will be covered as if Engineer elected not to include a deductible, self-insured retention or other financial responsibility for claim.

Attachment A: VDR 05 SECTION 3:

Contractor Package: SECTION 3 BROCHURE

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3brochure

VDR 05-A Instructions: New Hire Weekly Summary

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (“the City”) to collect information on every person hired in connection with Section 3 projects to insure the City’s compliance with Federal regulations.

As part of the City’s Section 3 Procedures your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 Eligible. Section 3 Eligible Employees are those who reside in the City of Moore and whose total household income is less than 80% of the Area Median Income.

The table below may be used as a guide to employees to determine whether their household income is above or below 80% AMI.

This form must be completed by all firms working on a Section 3 project even if the firm is not a “Section 3 Business.”

INSTRUCTIONS FOR EMPLOYERS:

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on Form VDR 05-C. (Add additional rows if necessary).
2. Determine whether each new hire is Section 3 eligible by referring to the Section 3 New Hire Form for each individual hired
 - a. The new hire is not Section 3 eligible if the new hire lives outside the corporate limits of the City of Moore
 - b. The new hire is not Section 3 eligible if the new hires’ household income is greater than:

Number of People in Household:	Gross Income Is No Greater Than:
1	\$36,150
2	\$41,300
3	\$46,450
4	\$51,600
5	\$55,750
6	\$59,900
7	\$64,000
8	\$68,150

1. Complete the Section 3 New Hire Report

INSTRUCTIONS FOR EMPLOYERS:

2. Indicate whether each new hire is Section 3 Eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report (next page).

3. Indicate the Job Category using the following codes:

Professionals	P
Technicians	TE
Office and Clerical	OC
Sales	S
Trades	TR
Labor	L
Service Workers	SW
Other	Other

4. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing where indicated below.

5. Developers and contractors are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on Section 3 covered project. Completed forms must be submitted with each week. A summary report must be submitted at the end of each calendar year for the calendar year, or before the final draw if less than a calendar year

6. Submit completed form and provide supporting documentation at the Draw request.

VDR 05-B Section 3 New Employee Form

Self-Certification

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore to collect information on every person hired by Contractors completing construction contracts for the City to insure the City’s compliance with Federal regulations. Your response is voluntary, confidential, and has no effect on your employment.

PART 1:

Name:	_____
Home Address:	_____ _____
Number of Individuals Living in Your Household Including Yourself:	_____

PART 2:

Are you a resident of the City of Moore?

- YES – Continue to Part 3
 NO – Sign at the Bottom

PART 3:

- See the eight boxes below. Find the box that best matches the number of members in your household in the last twelve months. If your **total household gross income** (from all members) in the last twelve months was **NO GREATER** than the dollar amount provided below for your household size, then check the box next to the number of members of your household, and sign and date the form at the bottom.
- If your total household gross income in the last twelve months **WAS OVER** the dollar amount provided below for your household size, then put your initials here _____ and **SKIP** to the bottom of the page, and sign and date the form.

Check Here If:	# of People in Household:	Gross Income Is No Greater Than:
<input type="checkbox"/>	1	\$36,150
<input type="checkbox"/>	2	\$41,300
<input type="checkbox"/>	3	\$46,450
<input type="checkbox"/>	4	\$51,600
<input type="checkbox"/>	5	\$55,750
<input type="checkbox"/>	6	\$59,900
<input type="checkbox"/>	7	\$64,000
<input type="checkbox"/>	8	\$68,150

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature	_____
Printed Name	_____
Date	_____

VDR 05-C Section 3 New Hire Weekly Summary

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (“the City”) to collect information on every person hired in connection with Section 3 projects to insure the City’s compliance with Federal regulations.

Week Start Date		Week End Date	
Work Order Number			
Project Address			
General Contractor Name			
Name of Firm Completing this Form			
The Firm Completing this Form is a: (Check One)	General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>	Professional Services Consultant <input type="checkbox"/>
Did the Firm Hire Any Full or Part Time employees or Day laborers during the Week?	Yes <input type="checkbox"/>		No <input type="checkbox"/>
If the answer is NO, sign and date the form and submit.			
If the answer is YES, complete the New Hire Matrix below, sign, date, and submit.			

NEW HIRE MATRIX				
	Name of New Hire	Address	Section 3 Eligible?	Labor Category
			Enter: YES, NO, or No Info Provided	See Instructions
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.				

Signature	
Printed Name	
Title	
Date	

VDR 05-D Business Certification Instructions

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (the City’s) to collect information on every Developer, Contractor, Sub-Contractor, etc. that receives a contract in excess of \$200,000, to insure the City’s compliance with Section 3 of Federal regulations. Section 3, a provision of the U.S. Housing & Urban Development Act of 1968, as amended, requires recipients of HUD financial assistance (developers, Citys, contractors, etc.) to provide training, employment and contracting opportunities to Section 3 residents and businesses, to the greatest extent feasible, consistent with existing Federal, State, and Local laws and regulations.

The package consists of:

- A. Section 3 Business Questionnaire**
- B. Section 3: Developer / Contractor / Sub-Contractor Breakdown**

2015 Area Median Income Limits	
Number of People in Household:	Gross Income Is No Greater Than:
1	\$36,150
2	\$41,300
3	\$46,450
4	\$51,600
5	\$55,750
6	\$59,900
7	\$64,000
8	\$68,150

VDR 05-E Business Certification Questionnaire

All Developers, Contractors, Sub-Contractors and Professional Services Consultants involved in construction projects that utilize Federal funds are required to complete the following Business Certification Questionnaire. Any entity required to complete this form must require any sub-contractor performing work under the applicable contract to complete this form

Business Name			
Contact Name			
Business Address			
Phone		E-mail	
Work Order Number			
Project Address			
General Contractor Name			
The Firm Completing this Form is a: (Check One)		General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Professional Services Consultant <input type="checkbox"/>			
Please answer each of the following questions			
Is your business currently certified as a Section 3 Business by a housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your business (51% or more) owned by individuals whose household incomes are below 80% of Area Median Income (AMI)? See chart on Instructions page.		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your business (51% or more) owned by residents of housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do 30% (or more) of your full time, permanent employees have household incomes that are BELOW 80% of Area Median Income (AMI)? See chart on Instructions page.		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are 30% (or more) of your full-time, permanent employees residents of a local housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will you sub-contract more than 25% of this contract with any business that has any of the characteristics noted in the preceding questions?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.			
Signature			
Printed Name			
Title			
Date			

VDR 05-F Developer – Contractor – Sub-Contractor Breakdown

All Contractors and Developers must complete VDR 05-E during the first week of the contract and must update the form whenever a sub-contractor is added

Name	Address	Type of Contract (i.e. specified building trade, professional services, etc.)	Is this business a Section 3 business?

*** COPY THIS FORM AS NEEDED ***

Attachment B: Minority and Women Owned Business Reporting Form

Total Amount of Invoice	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	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154	CONTACT NAME: Kelly Stebbins PHONE (A/C, No, Ext): (405) 843-5678 FAX (A/C, No): (405) 843-5781 E-MAIL ADDRESS: kstebbins@cpinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Cas Co of Amer	25674	INSURER B: Charter Oak Fire Insurance Co	25615	INSURER C: Travelers Indemnity Company	25658	INSURER D: Travelers Casualty & Surety Co	19038	INSURER E:		INSURER F:
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INSURER F:														
INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City OK 73105														

COVERAGES **CERTIFICATE NUMBER:** 17/18 OKC - Revised **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6800H7700681747 Blanket: Additional Insd, Waiver of Subrogation, Primary & Non Contributory 30DNOC when req'd by written contract	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	BA3A92142817 Blanket: Additional Insd, Waiver of Subrogation, 30DNOC, when req'd by written contract	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP4A0301201747 Follow form to: General, Auto & Employer's Liab	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XOUB4691T19 Blanket: Waiver of Subrogation, 30DNOC, when req'd by written contract	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab/Retention:100,000		105841819	8/1/2017	8/1/2018	Per Claim / Aggregate 2mil / 5mil
A	Valuable Papers		6800H7700681747	8/1/2017	8/1/2018	Limit 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Architects & Engineer's.
GL includes limited contractual liability coverage.
Certificate Holder is included as Additional Insured for General & Auto Liability when req'd by written contract.

CERTIFICATE HOLDER City of Moore Capital Planning and Resiliency 301 N Broadway Moore, OK 73160	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Keitz/STEBKE
--	--



City of Moore

Oklahoma

301 N. Broadway, Moore, OK 73160 | (405) 793-5000 | www.cityofmoore.com

July 17, 2018

David Streb
Poe & Associates
1601 NW Expressway, Suite 400
Oklahoma City, OK 73118

RE: City of Moore Engineering Services

Dear Mr. Streb,

Please find a copy of the 2018-2019 contract for On Demand Engineering Services attached. Please complete the signature page and send back to me as soon as possible.

If you have any questions, please contact me at 405-793-4571 or kgilbert@cityofmoore.com

Sincerely,

A handwritten signature in blue ink that reads "Kahley Gilbert".

Kahley Gilbert
Projects-Grant Manager

AGREEMENT
BETWEEN THE CITY OF MOORE, OKLAHOMA
AND POE & ASSOCIATES, INC
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 8, 2018 (“Effective Date”) between

City of Moore, Oklahoma ("City")

and

Poe & Associates, Inc.("Engineer").

City's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Community Development Block Grant – Disaster Recovery program**

Services of the Engineer and the Engineer’s subcontractors under this Agreement are generally identified as follows: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, construction engineering including construction management and inspection, and materials testing.

Article I. Period of Service

Section 1.01 This agreement shall be in effect from September 8, 2018 to September 8, 2019.

Section 1.02 Engineer shall provide, or cause to be provided, any of the services set forth in this Agreement:

- (a) Project scopes and schedules will be defined for each project through a Work Order system utilized by the City.
- (b) In general, selected firms will be utilized on a round robin basis. The City has established two (2) round robin categories:
 - (i) On demand, spot engineering services for tasks requiring short term resolution with a pay rate of \$117.50 an hour.

- (c) General engineering services will be on a task order system defined by the City.
- (d) The City reserves the right to assign a specific firm a set of projects which are interconnected;
- (e) The firm to be utilized for a specific project will have five (5) business days to provide a line item quote and delivery schedule for the project;
 - (i) The firm may pass on submitting a scope, cost and schedule two (2) times during the Agreement period by notifying the Project Supervisor within twenty-four (24) hours of the request from the City;
 - (ii) A pass results in the firm being placed at the bottom of the both round robin lists;
 - (iii) A third pass terminates the Agreement automatically

Section 1.03 Project implementation will occur immediately upon the issuance of a Work Order specific to the project.

- (a) Engineer shall complete its services within the time period defined in the Work Order for the specific project.

Section 1.04 At the discretion of the City's Project Supervisor all or any of the selected firms may be required to attend a weekly meeting of the CDBG-DR construction team.

Article II. Termination

Section 2.01 The obligation to continue performance under this Agreement may be terminated by the City for convenience if:

- (a) CDBG-DR funds are no longer available to the City;
- (b) The City finds the Engineer's services are no longer needed

Section 2.02 The obligation to continue performance under this Agreement may be terminated for cause, by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms:

- (a) Substantial failure shall include:
 - (i) Failure by the Engineer to deliver all products of work on time, on budget and to the quality level required by the Engineer's professional license, the Agreement, and the applicable scope of work;
 - (ii) The Engineer's pass on a third request for services under the round robin system utilized by the City;

(iii) Failure by the Engineer to utilize Minority Owned (MOB), Women Owned (WOB) or Section 3 Owned (Section 3) businesses named in the Engineers response to the Request for Qualifications to the greatest extent feasible. The following businesses were specifically included in the Engineer's proposal

- 1) Able Consulting
- 2) Red Rock Consulting
- 3) Ellen Stevens, Ph.D., P.E., CFM
- 4) Meshek & Associates

(iv) In the event the Engineer is debarred by the Federal government from Federal contracts;

(v) Failure by the City to pay Engineer for its services as provided in the Agreement;

(vi) Upon seven days written notice if City demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

(b) In the event of any termination under Section 2.02(a)(i-vi), the Engineer will be entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

(c) Cures

(i) If the Engineer is debarred under Section 2.02(a)(iv) there is no cure;

(ii) If an Engineer's sub-contractor is debarred under Section 2.02(a)(iv), the City shall permit, upon written request of the Engineer, a thirty (30) day period in which the Engineer may obtain a replacement sub-contractor providing:

- 1) The replacement sub-contractor meets the qualifications and requirements of the original request for qualifications;
- 2) The unit costs (labor and expenses) for the replacement sub-contractor do not vary more than five percent (5%) from the contract costs for the debarred contractor;
- 3) The City agrees to the replacement sub-contractor

(iii) If the Engineer passes for a third time under Section 2.02(a)(ii) there is no cure;

(iv) If the Engineer is cited by the City in its termination letter to Section 2.02(a)(i - iii - vi) the Engineer will contact and work with the City to correct the deficiency within ten (10) business days of the Engineer's receipt of the termination letter;

- (v) If the City fails to pay the Engineer under Section 2.02(a)(v), the City may cure by providing payment within thirty (30) business days.

Article III. Successors, Assigns, and Beneficiaries

Section 3.01 City and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of City and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Section 3.02 Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Section 3.03 Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.

Article IV. General Considerations

Section 4.01 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- (a) Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Section 4.02 Engineer shall not at any time supervise, direct, control, or have authority over any

contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

Section 4.03 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

Section 4.04 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

Section 4.05 City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

- (a) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
- (b) The Engineer shall indemnify and hold the City and the City's officers and employees harmless from and against damages, losses, and judgements arising from the claims by third parties, including reasonable attorneys' fees and the expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer's duty to indemnify the City under this provision shall be limited to the available proceeds of insurance coverage; and

- (c) In accordance with 24 CFR Part 85.34 (Copyrights); the City and HUD reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (i) The copyright in any work developed under this Agreement; and
 - (ii) Any rights of copyright to which the City or a contractor purchases ownership with grant support
- (d) In accordance with 24 CFR Part 85.36 (Inventions); the City and HUD reserve a royalty-free right to any inventions that result from this Agreement as defined by 37 CFR Part 401.

Section 4.06 To the fullest extent permitted by law, City and Engineer:

- (a) *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the City and the City's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgements (including reasonable consultants' and attorney's fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any proven negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants.
- (b) *Indemnification by the City:* To the fullest extent permitted by Laws and Regulations, the City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, cost, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the City or the City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to the Agreement or to the Project.

- (c) Agree that Engineer's total liability to City under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

Article V. Records

Section 5.01 The Engineer shall permit access by the City, the US Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Section 5.02 The Engineer shall retain all required records for three years after the City makes final payments and all other pending matters are closed.

Article VI. Applicable Laws and Regulations

Section 6.01 The Agreement is governed by:

- (a) Title I of the Housing and Community Development Act of 1974, as amended;
- (b) The Federal regulations contained at 24 CFR Part 570;
- (c) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- (d) The applicable laws of the State of Oklahoma; and
- (e) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (f) The Engineer agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence;

Section 6.02 The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition); the requirements of the Community Development Block Grant Disaster Recovery (CDBG-DR) program of the U.S. Department of Housing and Urban Development (HUD) and all applicable local, State and Federal requirements. The Engineer agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence.

Section 6.03 The City acknowledges that such documents are not intended or represented to be suitable for use on the specific project unless completed by Engineer or for use or reuse by the City or

others on extensions of the specific project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer.

Section 6.04 The Engineer agrees to abide by and to advise the City on maintaining compliance of each of the following laws or regulations required for the expenditure of Federal funds on construction projects;

- (a) Compliance with all applicable standards, orders, or requirements issued under:
 - (i) Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
 - (ii) Section 508 of the Clean Water Act (33 U.S.C. 1368),
 - (iii) Executive Order 11738;
 - (iv) Environmental Protection Agency regulations (40 CFR part 15);
 - (v) Environmental Reviews (24 CFR Part 58)
 - (vi) 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
- (b) Compliance with Federal Register Notices governing the expenditure of the City's allocation of CDBG-DR funds:
 - (i) Public Law 113-2: Disaster Relief Appropriations Act, 2013 (at HR 152-34)
 - (ii) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
 - (iii) The HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
 - (iv) The HUD Federal Register Notice at 78 FR 76154 published December 16, 2013

Section 6.05 In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements listed herein:

- (a) Executive Order 11246, as amended;
- (b) Section 3 of the Housing and Urban Development Act of 1968, as amended;

Section 6.06 The Agreement is subject to the Policies and Procedures of the City of Moore

Section 6.07 City and Engineer agree to negotiate each dispute between them in good faith during the

7 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Article VII. Total Agreement

Section 7.01 This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Section 7.02 The following are expressly incorporated attachments:

- (a) Exhibit A – Scope of Services
- (b) Exhibit B – Rate Schedule
- (c) Exhibit C – Insurance Requirements
- (d) Attachment A – Section 3 Reporting (Forms)
- (e) Attachment B – Minority and Women Owned Business Reporting (Form)

Article VIII. Basis for Payment and Payment Procedures

Section 8.01 Invoices

- (a) Engineer shall submit separate line item invoices for each Work Order assigned by the City;
- (b) Engineer shall prepare invoices in accordance with standard invoicing practices and submit the invoices to City's office of Capital Planning and Resiliency on a monthly basis;
- (c) Engineer shall submit a Section 3 Employee Report (Attachment A:) with each invoice
- (d) Engineer shall submit a Minority and Women Owned Business Report (Attachment B) with each invoice

Section 8.02 Payment

- (a) The Engineer will be paid based on benchmarks established by the Work Order, delivery schedule and line items submitted by the firm.
- (b) Invoices are due and payable within 30 days of receipt.
- (c) If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

(i) City waives any and all claims against Engineer for any such suspension.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

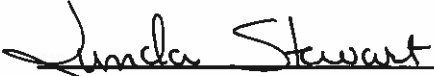
CITY:

By: 
Glenn Lewis


Title: Mayor

Date Signed: 7/16/2018

City Clerk,

Linda Stewart 

City Attorney,

Randy Brink 

Address for giving notices:

Kahley Gilbert

City of Moore

Capital Planning & Resiliency

301 N. Broadway

Moore, Oklahoma 73160

ENGINEER:



By: DAVID STREB

Title: SENIOR VICE PRESIDENT

Date Signed: JULY 23, 2018

Engineer License or Firm's Certificate

Number

17071

State of Oklahoma

Address for giving notices:

David Streb

Poe & Associates, Inc.

1601 Northwest Expressway, Suite 400

Oklahoma City, OK 73118

Attachments

Exhibit A – Scope of Services

Exhibit B – Rate Schedule

Exhibit C – Insurance Requirements

Attachment A – Section 3 Reporting (Forms)

Attachment B – Minority and Women Owned Business Reporting (Form)

Exhibit A: Scope of Services

Services of the Engineer and the Engineer's subcontractors under this Agreement are generally identified as follows: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, construction engineering including construction management and inspection, and materials testing.

Exhibit B: Rate Schedule

Labor Position	Rate Per Hour
Principal/Senior Manager	220.00
Project Manager	165.00
Structural Project Manager	180.00
Senior Project Engineer	158.00
Senior Structural Engineer	180.00
Project Engineer	120.00
Structural Engineer	125.00
Engineer Intern	88.00
Professional Land Surveyor	105.00
Surveyor	65.00
Designer	120.00
Construction Manager	130.00
Senior CADD Technician	115.00
Inspector	80.00
CADD Technician	75.00
Structural CADD Technician	85.00
Clerical	70.00
Survey Crew (2 man)	195.00
Survey Crew (3 man)	265.00

Expense	Rate
Mileage	.54/mile
Out of Pocket Expenses (including travel)	Actual amount
Outside Consultants and Laboratories	Cost plus 10%

Exhibit C: Insurance Requirements

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$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	
Workers' Compensation	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	
Employer's Liability	\$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	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Certificate Holder and Endorsement Requirements

- City shall be listed as Certificate Holder as follows: City of Moore, 301 N. Broadway, Moore, Oklahoma 73160.
- All aforementioned policies shall contain an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation, Professional Liability and Employer's Liability).
- If any policies are purchased on a "claims made" basis, Engineer hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to City at any time upon request of the City.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to City or with a Best's Guide Rating of A and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for City.
- Engineer is not allowed to self-insure without the prior written consent of the City. If granted by the City, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Engineer in lieu of insurance. Any and all Engineer liabilities that would otherwise, in accordance with the provisions of this document, be covered by Engineer's insurance will be covered as if Engineer elected not to include a deductible, self-insured retention or other financial responsibility for claim.

Attachment A: VDR 05 SECTION 3:

Contractor Package: SECTION 3 BROCHURE

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3brochure

VDR 05-A Instructions: New Hire Weekly Summary

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (“the City”) to collect information on every person hired in connection with Section 3 projects to insure the City’s compliance with Federal regulations.

As part of the City’s Section 3 Procedures your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 Eligible. Section 3 Eligible Employees are those who reside in the City of Moore and whose total household income is less than 80% of the Area Median Income.

The table below may be used as a guide to employees to determine whether their household income is above or below 80% AMI.

This form must be completed by all firms working on a Section 3 project even if the firm is not a “Section 3 Business.”

INSTRUCTIONS FOR EMPLOYERS:

1. Enter the name and address of every new employee hired in connection with the Section 3 Project on Form VDR 05-C. (Add additional rows if necessary).
2. Determine whether each new hire is Section 3 eligible by referring to the Section 3 New Hire Form for each individual hired
 - a. The new hire is not Section 3 eligible if the new hire lives outside the corporate limits of the City of Moore
 - b. The new hire is not Section 3 eligible if the new hires’ household income is greater than:

Number of People in Household:	Gross Income Is No Greater Than:
1	\$36,150
2	\$41,300
3	\$46,450
4	\$51,600
5	\$55,750
6	\$59,900
7	\$64,000
8	\$68,150

1. Complete the Section 3 New Hire Report

INSTRUCTIONS FOR EMPLOYERS:

2. Indicate whether each new hire is Section 3 Eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report (next page).

3. Indicate the Job Category using the following codes:

Professionals	P
Technicians	TE
Office and Clerical	OC
Sales	S
Trades	TR
Labor	L
Service Workers	SW
Other	Other

4. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing where indicated below.

5. Developers and contractors are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on Section 3 covered project. Completed forms must be submitted with each week. A summary report must be submitted at the end of each calendar year for the calendar year, or before the final draw if less than a calendar year

6. Submit completed form and provide supporting documentation at the Draw request.

VDR 05-B Section 3 New Employee Form

Self-Certification

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore to collect information on every person hired by Contractors completing construction contracts for the City to insure the City’s compliance with Federal regulations. Your response is voluntary, confidential, and has no effect on your employment.

PART 1:

Name:	
Home Address:	
Number of Individuals Living in Your Household Including Yourself:	_____

PART 2:

Are you a resident of the City of Moore?

- YES – Continue to Part 3
 NO – Sign at the Bottom

PART 3:

- See the eight boxes below. Find the box that best matches the number of members in your household in the last twelve months. If your **total household gross income** (from all members) in the last twelve months was **NO GREATER** than the dollar amount provided below for your household size, then check the box next to the number of members of your household, and sign and date the form at the bottom.
- If your total household gross income in the last twelve months **WAS OVER** the dollar amount provided below for your household size, then put your initials here _____ and SKIP to the bottom of the page, and sign and date the form.

Check Here If:	# of People in Household:	Gross Income Is No Greater Than:
<input type="checkbox"/>	1	\$36,150
<input type="checkbox"/>	2	\$41,300
<input type="checkbox"/>	3	\$46,450
<input type="checkbox"/>	4	\$51,600
<input type="checkbox"/>	5	\$55,750
<input type="checkbox"/>	6	\$59,900
<input type="checkbox"/>	7	\$64,000
<input type="checkbox"/>	8	\$68,150

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature	
Printed Name	
Date	

VDR 05-C Section 3 New Hire Weekly Summary

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (“the City”) to collect information on every person hired in connection with Section 3 projects to insure the City’s compliance with Federal regulations.

Week Start Date		Week End Date	
Work Order Number			
Project Address			
General Contractor Name			
Name of Firm Completing this Form			
The Firm Completing this Form is a: (Check One)	General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>	Professional Services Consultant <input type="checkbox"/>
Did the Firm Hire Any Full or Part Time employees or Day laborers during the Week?	Yes <input type="checkbox"/>		No <input type="checkbox"/>
If the answer is NO, sign and date the form and submit.			
If the answer is YES, complete the New Hire Matrix below, sign, date, and submit.			

NEW HIRE MATRIX				
	Name of New Hire	Address	Section 3 Eligible?	Labor Category
			Enter: YES, NO, or No Info Provided	See Instructions
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.				

Signature	
Printed Name	
Title	
Date	

VDR 05-D Business Certification Instructions

The US Department of Housing & Urban Development (“HUD”) requires the City of Moore (the City’s) to collect information on every Developer, Contractor, Sub-Contractor, etc. that receives a contract in excess of \$200,000, to insure the City’s compliance with Section 3 of Federal regulations. Section 3, a provision of the U.S. Housing & Urban Development Act of 1968, as amended, requires recipients of HUD financial assistance (developers, Citys, contractors, etc.) to provide training, employment and contracting opportunities to Section 3 residents and businesses, to the greatest extent feasible, consistent with existing Federal, State, and Local laws and regulations.

The package consists of:

- A. Section 3 Business Questionnaire**
- B. Section 3: Developer / Contractor / Sub-Contractor Breakdown**

2015 Area Median Income Limits	
Number of People in Household:	Gross Income Is No Greater Than:
1	\$36,150
2	\$41,300
3	\$46,450
4	\$51,600
5	\$55,750
6	\$59,900
7	\$64,000
8	\$68,150

VDR 05-E Business Certification Questionnaire

All Developers, Contractors, Sub-Contractors and Professional Services Consultants involved in construction projects that utilize Federal funds are required to complete the following Business Certification Questionnaire. Any entity required to complete this form must require any sub-contractor performing work under the applicable contract to complete this form

Business Name			
Contact Name			
Business Address			
Phone		E-mail	
Work Order Number			
Project Address			
General Contractor Name			
The Firm Completing this Form is a: (Check One)		General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Professional Services Consultant <input type="checkbox"/>			
Please answer each of the following questions			
Is your business currently certified as a Section 3 Business by a housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your business (51% or more) owned by individuals whose household incomes are below 80% of Area Median Income (AMI)? See chart on Instructions page.		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Is your business (51% or more) owned by residents of housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Do 30% (or more) of your full time, permanent employees have household incomes that are BELOW 80% of Area Median Income (AMI)? See chart on Instructions page.		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are 30% (or more) of your full-time, permanent employees residents of a local housing authority?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will you sub-contract more than 25% of this contract with any business that has any of the characteristics noted in the preceding questions?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.			
Signature			
Printed Name			
Title			
Date			

VDR 05-F Developer – Contractor – Sub-Contractor Breakdown

All Contractors and Developers must complete VDR 05-E during the first week of the contract and must update the form whenever a sub-contractor is added

Name	Address	Type of Contract <i>(i.e. specified building trade, professional services, etc.)</i>	Is this business a Section 3 business?

*** COPY THIS FORM AS NEEDED ***

Attachment B: Minority and Women Owned Business Reporting Form

Total Amount of Invoice	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	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154	CONTACT NAME: Kelly Stebbins PHONE (A/C, No, Ext): (405) 843-5678 FAX (A/C, No): (405) 843-5781 E-MAIL ADDRESS: kstebbins@cpinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Cas Co of Amer	25674	INSURER B: Charter Oak Fire Insurance Co	25615	INSURER C: Travelers Indemnity Company	25658	INSURER D: Travelers Casualty & Surety Co	19038	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City OK 73105														

COVERAGES CERTIFICATE NUMBER: 17/18 OKC - Revised REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6800H7700681747 Blanket: Additional Insd, Waiver of Subrogation, Primary & Non Contributory 30DNOC when req'd by written contract	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BA3A92142817 Blanket: Additional Insd, Waiver of Subrogation, 30DNOC, when req'd by written contract	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP4A0301201747 Follow form to: General, Auto & Employer's Liab	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XOUB4691T19 Blanket: Waiver of Subrogation, 30DNOC, when req'd by written contract	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab/Retention: 100,000		105841819	8/1/2017	8/1/2018	Per Claim / Aggregate 2mil / 5mil
A	Valuable Papers		6800H7700681747	8/1/2017	8/1/2018	Limit 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Architects & Engineer's.
GL includes limited contractual liability coverage.
Certificate Holder is included as Additional Insured for General & Auto Liability when req'd by written contract.

CERTIFICATE HOLDER City of Moore Capital Planning and Resiliency 301 N Broadway Moore, OK 73160	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Keitz/STEBKE
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