

CONTRACT



BETWEEN THE CITY OF MOORE, OKLAHOMA AND K & M WRECKING, LLC FOR CONSTRUCTION SERVICES FOR DEMOLITION FOR THE ROYAL PARK REDEVELOPMENT TRACT

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 K & M Wrecking, LLC with principal offices at 4920 SW 134th St, Oklahoma City, OK 73173.

WHEREAS, the City requires the services of K & M Wrecking, LLC (“the Contractor”) as a demolition construction contractor to perform demolition 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 February 16, 2016 through completion;
- 2) The Contract may be terminated in whole or in part as follows:
 - (a) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
 - (b) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination. The City shall be entitled to all contractor work up to the date of termination;
 - (c) 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
 - (d) 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 a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.
 - (e) 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)

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

Section 2: Scope of Services

GENERAL

Services for demolition of 701 SW 17th St., 1719 S. Janeway Ave., 1716 Keith Ct., 704 McClaren St., Moore, OK 73160 including accessory structures, garages, porches, pools, and fence.

Also, the removal of all excess debris and level ground of approximately 14.44 acres of land located within the southeast quarter of Section 22, Township 10 North, Range 3 West in Moore, Cleveland County, Oklahoma.

Demolition work will include:

- Protection of existing adjacent structures and property.
- Entire removal of existing foundations and foundation walls, including accessory private sidewalks, driveways, pools, fences, and certain vegetation, trees, and shrubs as required.
- Removal from site of all excess debris.
- Protection of existing trees, public sidewalks, signs, utilities, and other items that are to remain as required.
- Obtain all required permits and paying of all fees.
- Disconnecting, capping, and sealing of existing sanitary service in accordance with instructions from the City's Plumbing Inspector.
- Shut-off waterlines and sewer lines using flowable fill.
- Shut-off stormwater by cutting off 3-feet below grade.
- Place 6-foot riprap using gravel/granite or log crib drop structures east of the property boundary where streets were cut.
- Backfilling and compacting of pool areas, etc.
- Notifying all utilities prior to demolition to disconnect services before demolition, if any.

Demolition shall be conducted in a timely manner and shall be completed within 60 days of the Contractor's Notice to Proceed.

All demolished materials shall become the property of the Contractor, unless otherwise indicated and shall be promptly removed from the site.

The Contractor shall remove all equipment, machinery, trade or other fixtures remaining in the building.

All damage incurred in the demolition operation to structures, walks, paving or other property to remain shall be the responsibility of the Contractor; who shall pay all costs resulting from such damage.

The demolition shall be conducted in strict accordance with all laws, ordinances and codes having jurisdiction.

The Contractor shall, before starting demolition, disconnect or cause to be disconnected, all sewer services under the director of the City of Moore Department of Public Works. The Contractor shall pay all charges in connection with sewer disconnection. The water service will be disconnected by the City.

During demolition operations, the Contractor shall keep the work wetted down to prevent dust and dirt rising. The Contractor shall arrange to obtain water.

The contractor shall, before starting demolition, cause to be disconnected, all utilities services, if any. The contractor shall pay all charges in connection with the utilities disconnection this includes, but it not limited to, electric, gas, etc.

MAINTAINING TRAFFIC:

- (a) The Contractor will not close or obstruct streets or store materials on sidewalks, alleys, passageways or rights-of-way, unless authorized by the Director of Public Works or designee.

- (b) The Contractor will conduct his operations with a minimum interference with roads, streets, driveways, alleys, sidewalks, and other means of ingress and egress.
- (c) The Contractor shall provide, erect, and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by local ordinance.

PROTECTION OF PROPERTY:

- (a) The Contractor shall protect adjacent property against damages which occur from falling debris or other cause.
- (b) Where applicable, the Contractor shall take precaution to guard against movement, or settlement of adjacent buildings. The Contractor shall provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the Contractor shall cease operations and notify the Building Inspector.
- (c) If additional shoring or bracing is required, it shall be furnished without additional cost by the Contractor.
- (d) The Contractor shall maintain access to, and from, adjacent properties as required.

SALVAGE OR DISPOSAL:

The Contractor shall be entitled to all materials, except as specifically tagged and marked to be removed by the City, from the building to be demolished, but all piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the Contractor, unless abandoned by the various companies owning or controlling the same.

DEMOLITION PROCEDURE:

- (a) Material and debris resulting from the demolition shall be removed from the premises as rapidly as possible by the Contractor.
- (b) Chutes for the removal of materials and debris may be provided in all such parts of demolition operations as are more than twenty feet above the point where the removal of materials is affected. Such chutes shall be completely enclosed and shall be equipped at the bottom with a gate or stop to provide a suitable means of closing or regulating the

flow of the material. Chutes shall not extend in an unbroken line for more than twenty-five feet, but shall be equipped at intervals of twenty-five feet, but shall be equipped at intervals of twenty-five feet or less with substantial stops to prevent descending material from obtaining dangerous speeds.

- (c) After demolition of the building, all refuse and debris caused by the demolition shall be removed from the site. No material shall be allowed to remain within, or to be used to fill, any pool area or other sub-surface void or vault.

BACKFILLING OPERATIONS:

- (a) Upon removal of all debris, foundation walls, floors etc., on-site approved materials, soil backfill as approved by the City shall be placed, if needed, and compacted to finish grade.
- (b) Contractor shall level ground of the entire site as approved the City.
- (c) Final site grading shall be as directed by the City.

UTILITIES REQUIRED DURING CONTRACT:

All Utilities and services necessary for the completion of the work shall be installed by, or for the Contractor, at Contractor's expense, and shall be removed when no longer required.

PRIVATE PROPERTY:

The Contractor shall not enter upon private property for any purpose without obtaining written permission, and shall be responsible for the preservation of all public property, trees, monuments, and other items along, and adjacent to, the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and

Change Orders and Claims

The City of Moore does not guarantee any specific work or any specific amount of work in relation to any part of this contract. Claims will be processed to cover work as work orders are issued by the City Manager or his designee and completed during the contract period. All change orders for additional payments or changes in the work such as: changes in materials, project design, or extra quantities, must be approved by the City before proceeding.

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 (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14U.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 April19, 2013
- (h) HUD Federal Register Notice at78 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 to those listed directly or by reference in this Contract between the City of Moore and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

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, 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 therefore 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 in Cleveland County, Oklahoma.

- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under 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 there under, 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) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination The City shall be entitled to all contractor work up to the date of termination;
- (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.

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

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. 1352as 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 etseq. 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.

property marks, until an authorized agent has witnessed, or otherwise reference, their location and shall not remove them until directed.

REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this contract, before acceptance of the work of the City, the Contractor shall remove all equipment, tools, and supplies from the property. Should the Contractor fail to remove such equipment, tools, and supplies, the City shall have the right to remove and charge the Contractor for storage.

SHORING AND BRACKING

- (a) The Contractor shall be responsible for providing all bracing, shoring, needling, anchoring, and other supports for other work in this contract. The nature of the work as it progresses may require an order to make the existing adjacent work stable and secure, even where such items are not specifically called for. These items shall be of adequate size for their purpose and shall consist of sound timbers or steel shapes with provision for adjustment.
- (b) The Contractor shall be held responsible for all damage due to his failure to provide adequate shoring and bracing of work in this contract.

PUMPING AND DRAINAGE:

The Contractor shall provide and maintain all pumps, hose, strainers, connections and other equipment necessary to continually remove water of any kind or source from pits, tunnels or other locations where work in this contract is to be done. Contaminated water not suitable for disposal to stormwater systems may be disposed of via sanitary sewers upon authorization from the Director of Public Works or designee.

ADJOINING PROPERTY:

- (a) The Contractor shall be fully responsible for any and all damage or injury to property outside of the project limits caused by his work.

- (b) The City shall be relieved of any and all responsibility from any and all claims due to such injury or damage, and the Contractor shall defend any action or law or equity brought by reason thereof.

RUBBISH DISPOSAL:

Contractor shall be responsible for the disposal of all rubbish generated.

LIFTING DEVICES AND HOISTING FACILITIES:

- (a) The Contractor shall provide hoists and other lifting devices necessary for the execution of this contract, including all operating personnel as required.
- (b) Equipment shall be provided by the Contractor with proper guys, bracing and other safety devices as required by Federal, State, and Local Codes.

BARRICADES AND SIGNS:

The Contractor shall provide an adequate snow/barrier fence and signs and take all necessary precautions for the protection of the work and safety of the public.

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. Firms must also meet the Standard for Occupational Exposure to Asbestos in Construction (29 CFR 1926.1101 in Exhibit I) and such other Federal laws and regulations which may apply.

STATE REQUIREMENTS

All responding firms must meet all State of Oklahoma requirements for the duration of the contract. Under the Oklahoma Department of Labor asbestos rule, OAC 380:50, only adequately licensed contractors (must be on the Oklahoma Department of Labor Asbestos License Contractor list) can perform asbestos abatement, develop management plans and project designs. All abatement supervisors, abatement workers and asbestos inspectors must be licensed by the ODOL.

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 City 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 City 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:

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.

Proof of Bonds shall be delivered to the City of Moore prior to the issuance of any Work Order.

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:

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

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: Contract Sum Payment

Payments

- 1) The City shall pay the contractor the contract sum in current funds for the Contractor's performance of the contract. The contract sum shall be \$88,000.00
- 2) The City agrees to make full payment of any "properly submitted" invoice within sixty days of the invoice date.

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:


Grants Manager
Capital Planning and Resiliency
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: K & M Wrecking, LLC:

K & M Wrecking, LLC
Ron Plumlee
PO Box 891920
Oklahoma City, OK 73189

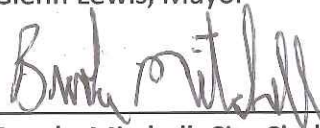
IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below.

The City of Moore:



Glenn Lewis, Mayor

Date: 2/14/2016




Brooks Mitchell, City Clerk



Randy Brink, City Attorney

K & M Wrecking, LLC



Kathy Mason, Vice President

Date: FEB. 19, 2016

**APPENDIX C: MINORITY, WOMEN OWNED OR SECTION 3
BUSINESS REPORTING**

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

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 832309285
Functional Area: Entity Management, Performance Information

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : "K & M Wrecking*"
Record Status: Active

No Search Results



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2016

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 Acrisure DBA: Frates Insurance Management 13439 Broadway Extension Oklahoma City, OK 73114 Frank K. Smith	Phone: 405-290-5600 Fax: 405-290-5701	CONTACT NAME: Heather Wolf PHONE (A/C, No, Ext): 405-290-5785 FAX (A/C, No): 405-775-5957 E-MAIL ADDRESS: heather.wolf@fratesinsurance.com
INSURED K & M Wrecking LLC K & M Dirt Services LLC Mason Operating LLC Mason Properties LLC P O Box 891920 Oklahoma City, OK 73189-1920	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Atlantic Specialty Insurance	NAIC # 27154
	INSURER B: Praetorian Insurance Company	37257
	INSURER C: Landmark American Ins. Co.	33138
	INSURER D: AGC Comp & Safety Group of	39004
	INSURER E: Navigators Insurance Company	42307
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	X	X	LHA110276	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$0 N/A GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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	X	X	PICC00004363	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Ded: \$0 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		HO14EXC785810IV	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	14610085	06/30/2015	06/30/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			710-03-36-97-0001	07/01/2015	07/01/2016	Lesd/rent 250,000
A	Transportation			710-03-36-97-0001	07/01/2015	07/01/2016	Cargo 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
701 SW 17th St., 1719 S. Janeway Ave., 1716 Keight Ct., 704 McClaren St., Moore OK 73160

CERTIFICATE HOLDER

City of Moore
301 N. Broadway
Moore, OK 73173

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
[Signature]