

**PROFESSIONAL SERVICES AGREEMENT FOR THE  
CITY OF MOORE COMPREHENSIVE PLAN UPDATE**

This Professional Services Agreement ("Agreement") is made by and between the City of Moore, Oklahoma, an Oklahoma Municipal Corporation ("City"), and C. H. Guernsey & Company, an Oklahoma Corporation ("Guernsey").

**WITNESSETH**

**WHEREAS**, the accomplishments of the work and services described in this Agreement are necessary and essential to the City of Moore, Oklahoma; and,

**WHEREAS**, the City deems this Contract to be unique as a professional planning and engineering services contract; and,

**WHEREAS**, the professional planning and engineering services will be performed in Guernsey's offices; and,

**WHEREAS**, the City desires to engage Guernsey to provide professional planning and engineering services described in the Agreement, and Guernsey is willing to perform such services as outlined in Attachment A - Scope of Services.

**NOW THEREFORE**, in consideration of the promises contained in this Agreement, City and Guernsey agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

The specific services, which Guernsey agrees to furnish, are as indicated in Attachment A - Scope of Services, which is attached hereto and incorporated by reference as if fully set out herein. General responsibilities between the City and Guernsey are enumerated in Attachment A. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment to this Agreement.

Federal contract provisions, which Guernsey agrees to abide by, are as indicated in Attachment B - Federal Contract Provisions, which is attached hereto and incorporated by reference as if fully set out herein.

**ARTICLE II - TIME OF PERFORMANCE**

Work items as described in Article I will be completed and submitted to the City in eleven and one-half (11.5) months as shown in Exhibit A of this Agreement. Time of Performance will be based on Guernsey's receipt of the executable contract documents and written Notice to Proceed.

**ARTICLE III - BASIS OF PAYMENT**

The City agrees to pay Guernsey for professional services for work completed as described in Article I, and in Attachment A of this Agreement for a lump sum of four hundred one thousand four hundred ninety one dollars (\$401,491.00).

For services as described in Article I, Guernsey shall invoice on the basis of percent completion of each phase in accordance with the schedule included in Attachment A of this Agreement.

Following any billing period in which services have been rendered, Guernsey will prepare an invoice. Payments to Guernsey shall generally be due within thirty (30) days of receipt of invoice. Billing periods shall be monthly.

#### **ARTICLE IV -ADDITIONAL SERVICES**

In the event additional services are required through changes in the scope of the project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, Guernsey shall, upon written authorization by the City, perform the additional services as mutually agreed by both parties by supplemental agreement.

Additional services may include the following:

1. Services resulting from significant change in the general scope of the project.
2. If public hearings in addition to that described in Attachment A are required, time spent in preparing for and attending hearings will be considered as additional services.
3. Preparing to serve or serving as a consultant or witness for the City in any litigation or other legal or administrative proceeding involving the project in which Guernsey is not a subject of the action. Preparation for and involvement in any litigation, or other legal or administrative proceeding in which Guernsey is a subject of the action, shall not be an additional service and such cost shall not be the responsibility of the City.
4. Additional services in connection with the project, including services normally furnished by the City and services not otherwise provided for in this Agreement.

Compensation to Guernsey by the City for services performed under Article IV of this Agreement shall be as agreed upon between the City and Guernsey at the time these services are authorized.

Payment shall generally be made within thirty (30) days of presentation and approval of Guernsey's statement of services rendered or expenses incurred.

#### **ARTICLE V -TERMINATION**

It is understood and agreed that the City may suspend, terminate, cancel, or abandon this Agreement at any time, in whole or in part, without any liability other than payment for any of the work already performed by Guernsey upon the date of notification of suspension, abandonment, or cancellation. In the event of suspension, termination, abandonment, or cancellation of this Agreement, the City agrees to pay Guernsey for that portion of the work performed in accordance with the provisions of Article III herein.



Such amount shall be paid by the City after acceptance of delivery of Guernsey's delivering or otherwise making available to the City all data, reports, summaries, and such other information and materials as may have been accumulated by Guernsey in performing the services included in this Agreement, whether completed or in progress.

Either party may terminate this Agreement 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, Consultant shall be paid for the work performed up to the date of termination. The City Shall be entitled to all Consultant work up to the date of termination. All material and billing must be submitted within 20 days of termination notice.

#### **ARTICLE VI - ASSIGNMENTS**

Guernsey shall not assign any interest in this contract and shall not transfer any interest in same, without the prior written consent of the City. The Project Manager shall be Paul Ryckbost of C.H. Guernsey & Company.

#### **ARTICLE VII - STANDARDS OF PERFORMANCE**

In the performance of these services, Guernsey shall act as an independent consulting agency, subject to general criteria as set forth in Article I, Scope of Services. Guernsey uses the experience of its staff to provide reasonable diligence and agrees to use its good faith and professional efforts to perform all the work required to address the Scope of Services as outlined in Article I.

Guernsey shall perform professional services in accordance with good planning and engineering practices, using normally acceptable methods and to normally acceptable accuracy.

Guernsey shall be responsible for its own work described in Article I and for the following:

1. Professional quality;
2. Technical accuracy;
3. Compilation of existing project related data;
4. Take general notes during meetings and provide a letter of understanding after each meeting;
5. Satisfactory completion of project objectives in accordance with the Scope of Services described in Attachment A;
6. Without additional compensation, correcting and revising errors or deficiencies in the data, analysis, and services originated by Guernsey.
7. Provide progress reports, with updated time schedule for phases of work.

8. Guernsey shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the sites within the scope of the study and services.

#### ARTICLE VIII - INDEMNITY

Guernsey agrees to defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, injury, or personal property damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission or intentional misconduct of Guernsey or its agents or employees.

Guernsey is not required hereunder to defend the City, its officers, agents, or employees, or any of them from assertions that they were negligent, nor indemnify and save them harmless from liability based on the City's negligence.

#### ARTICLE IX - INSURANCE

Guernsey assumes all risks incident to or in connection with its purpose to be conducted hereinunder 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 resulting from the carelessness, negligence or improper conduct of Guernsey or any of its agents or employees.

In this connection, the Contractor shall carry Workmen's Compensation in accordance with State laws and Employer's Liability Insurance in the following amount:

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

All Other Liability - In the amount not less than one hundred twenty five thousand dollars (\$125,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

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

Guernsey shall carry and keep in force during the term of this contract and for a period of three (3) years following completion of this contract a policy of Architects and Engineers Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and aggregate.

The insurance policies shall be issued by a company approved by the City of Moore. The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance



shall not be changed or canceled, without ten days prior written notice to the City of Moore. Certificates of Insurance shall be delivered to the City of Moore prior to the commencement of the agreement. The policies shall list the City of Moore as co-insured or additional insured (Workers Compensation excepted).

#### **ARTICLE X - CITY RESPONSIBILITIES**

The City agrees to provide information, assistance, and compensation as follows:

1. Designate a project representative to observe general project progress and workmanship;
2. Place, at the disposal of Guernsey, all the available reports, maps, plans, files, and other data pertinent to the services required under this Agreement;
3. Coordinate appropriate meetings;
4. Coordinate and participate in all reviews, audits, and meetings with pertinent regulatory authorities;
5. Assist in providing access to and making provisions for Guernsey to enter upon public and private property as required for Guernsey to perform services covered by this Agreement;
6. Give prompt written notice to Guernsey whenever City observes or otherwise becomes aware of any defect in the project;
7. Assume primary responsibility for all aspects pertaining to the coordination with Federal, State, and local governmental agencies;
8. Reimburse Guernsey for approved professional services as rendered;
9. The City will provide appropriate review of any material, information, results and other matters, as requested by Guernsey, in a manner as to not impinge upon the agreed to project schedule;

#### **ARTICLE XI - PRECEDENCE OF THIS AGREEMENT**

Additions and amendments to this Agreement shall be made by written Amendment to this Agreement, of which the Amendment shall become a part. All provisions of this Agreement shall remain in force unless specifically modified by written amendment.

#### **ARTICLE XII -FORCE MAJEURE**

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, war, fire, and acts of God not including normal weather conditions.

### ARTICLE XIII - SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. The laws of the State of Oklahoma shall govern this Agreement.

### ARTICLE XIV - OWNERSHIP OF DOCUMENTS

All documents, drawings, plans, reports, studies, surveys, maps, photographs, photographic negatives, specifications, work notes, work sheets, visual aids, data, electronic data, and other materials prepared, made, compiled, or used by Guernsey hereunder, whether finished and completed or not, shall be the property of the City and may be reproduced, distributed and published in whole or in part by the City without permission or any additional payments of fees to Guernsey or others. Upon completion of services provided for hereunder, or upon termination of this contract, said documents, drawings, plans, reports, studies, work sheets, visual aids, data, modeling software update, electronic data, and other materials whether finished and completed or not, organized in such manner as to permit it to be easily identified, shall be delivered to the City by Guernsey. The City shall allow use of the materials prepared by Guernsey in future marketing activities.

### ARTICLE XV -NO THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Guernsey.

### ARTICLE XVI - GENERAL

1. Non-Discrimination. The parties hereto, for themselves and their successors and assigns, and for their subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.
2. Compliance with Laws. Guernsey shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. The products used in performance of this Contract and the resulting work will comply with all Federal laws.
3. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
4. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the



courts of the State of Oklahoma, County of Cleveland, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

5. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
6. Bargaining. The City and Guernsey have had the opportunity to seek independent legal counsel before entering into this Agreement. Both the City and Guernsey have participated fully in the preparation of this Agreement and the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.
7. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.
8. Employment Verification. Guernsey agrees to verify the employment eligibility of all employees who may perform services pursuant to this Agreement. Guernsey also agrees to require all subcontractors who perform services under this Agreement to verify the employment eligibility of all employees who may perform services pursuant to this Agreement.
9. Sovereign Immunity. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year last written below.

**(The remainder of this page intentionally left blank.)**

Date Signed: 12-21-15



(SEAL) ATTEST:

Brooks Mitchell

Brooks Mitchell, City Clerk

Approved as to Form and Legality

Randy C Brink

Randy Brink, City Attorney

Date Signed: Dec. 22, 2015



(SEAL) ATTEST:

Karl E. Stickleby

Karl E. Stickleby, PE, Asst. Secretary

"City"

The City of Moore, Oklahoma,  
an Oklahoma Municipal Corporation

Robert Kraws

~~Glenn Lewis, Mayor~~ Robert Kraws, Vice Mayor

"Guernsey"

C. H. Guernsey & Company,  
an Oklahoma Corporation

Ken Senour

Ken Senour, CEP, QEP, Sr. Vice President



## **ATTACHMENT A - SCOPE OF SERVICES**

### **PHASE 1: PROJECT INITIATION**

#### **1.1 PROJECT COORDINATION PLAN**

The consultant team will develop a one- to two-page Project Coordination Plan (PCP) to ensure optimal coordination among project partners (consultant team members, City staff, and key stakeholders). In addition, the PCP will identify points of contact within the consultant team for certain project related tasks, describe regular project management activities, and outline the delivery of work products.

#### **1.2 PUBLIC ENGAGEMENT PLAN (PEP) AND IMPLEMENTATION**

In order to educate, inform, and engage community members during this planning process, the consultant team can work with project partners to develop a customized strategy that draws from a menu of public involvement options ranging from innovative social media techniques to traditional community meetings. Working with City staff, the consultant team has the ability to develop an approach that engages a variety of stakeholders including property owners, business interests, community groups, institutions, and the general public. In addition to the Steering Committee meetings and Community Workshops outlined in the scope of services, the strategy may call for one or more of the following engagement strategies. The consultant team can allocate time for specific activities selected by the client, up to 12 hours per month over a period of 12 months. The PEP can be communicated via a simple email to address the plan. Public meetings will be attended by a maximum of five professional from the Guernsey Team.

**Stakeholder Interviews** - Stakeholder interviews will be conducted within a one-day period to provide important insights that may not be immediately apparent from a review of existing plans and data. Those stakeholders that cannot be interviewed during this one-day period will be interviewed during a second one-day period. Stakeholders may include key staff from city departments; elected and appointed officials; representatives from the Community Development Department, Convention and Visitors Bureau, Chamber of Commerce, CDBG-DR and institutional stakeholders such as Hillsdale College and the Moore school district. Stakeholders will be asked a series of questions, as well as be engaged in a conversation that identifies key issues and opportunities. Information gathered may include the development climate, perceived and real obstacles, community and business concerns, and available financial and organizational resources.

**Project Website** - A website should educate, inform, and engage the community in the planning process. The consultant team will utilize MySidewalk to enhance the engagement efforts by recreating the in person meeting online. Moore will link their website to the set-up devised by the Guernsey team.

**Social Media Strategy and Implementation** - Social media outlets such as Facebook, Twitter, YouTube, Pinterest, and Instagram are effective means of engaging and communicating to the public. The consultant team will work with project partners to provide input to City staff for an effective social media strategy. Ava Beeby, Assistant City Planner, will be the coordinator.

**Community Survey** - Surveys are a powerful tool in gaining community feedback regarding particular issues, and they have the positive secondary effect of increasing public awareness of



the planning process. The overall objective of this survey will be to confirm issues and gain consensus on emerging themes as perceived by the community. The team will work with the

City to further define the variables that are of greatest concern to the community, as revealed during the planning process, and to determine the appropriate survey questions. The survey will be made available through the project website. The Guernsey Team will provide the survey information to Moore for ultimate distribution.

**Project Brand** - Developing a targeted branding strategy for the project will bolster current efforts to communicate the future vision for the City as well as the unique history, character, and features that define Moore. The first step will be to formally develop a unique custom identity that will become the consistent visual representation of both the process and resulting Plan. This approach will also identify specific actions and tools that will facilitate the highest levels of public awareness during Plan development and implementation processes. The Guernsey team will provide thoughts on a potential logo and theme.

### **1.3 KICKOFF MEETING WITH STAFF**

This will be an informal gathering to kick off the project team's work, provide an opportunity for planning staff and the team to become better acquainted, review the project schedule and potential meeting dates, and discuss data to be acquired. The team will initiate a discussion of the group's initial thoughts regarding issues and opportunities followed by a discussion of project goals and expectations.

The Kick-off meeting and Task 2.2 below (Study Area Tour) should be accomplished at the same time on the same day.

## **PHASE 2: CITY ASSESSMENT**

### **2.1 DATA COLLECTION**

At project initiation, the team will gather data to be utilized in the course of developing the Plan. The consultant team will prepare a data inventory and list any outstanding data needs. The inventory will also identify the types and formats of data required. GIS data acquired will be used to prepare existing-conditions maps to be used in the early stages of the project. In addition to data, our team will collect and review adopted plans and studies to gain a better understanding of the policies in place that are shaping growth and influencing development, redevelopment, investments, and other types of changes in the study area including the City's current Moore Vision 20/20 Comprehensive Plan, Comprehensive Parks and Recreation Master Plan, Infrastructure Recover & Implementation Plan for the May 20, 2013 Tornado Area, and CDBG Consolidated Plan. City of Moore staff and other project partners can provide valuable input at this stage of the process because they are the most familiar with the issues and opportunities.

### **2.2 STUDY AREA TOUR**

A focused session in which the project partners examine the study area through the project lens is an effective way to get all the parties simultaneously engrossed in the project and to forge a productive working relationship. A tour of the area will strengthen the team's grasp of the existing conditions and stimulate the generation of ideas to explore during the planning process. This tour should be conducted the same day the kick-off meeting is scheduled to take place (Task 1.3) and should include the City staff and others with knowledge of the local



development patterns and issues. This sharing of insights will expose those important local conditions and issues that might not be immediately apparent.

### **2.3 ADDITIONAL ANALYSIS & CITY ASSESSMENT REPORT**

The consultant team will augment the information provided by the City in 2.1 with supplemental research. The team will prepare a presentation that describes the existing conditions in the City and the findings of the assessment. Included in this presentation will be maps and infographics that further convey the most salient points associated with the key issues and opportunities. It will be presented at the first community meeting, setting the stage for the visioning exercise that will take place. This presentation will be included in the appendix of the final report.

All the information identified below becomes the baseline/existing conditions for the report. This information will be summarized in a short/hard hitting PowerPoint document for the first community meeting/visioning exercise.

#### **2.3.1 DEMOGRAPHICS AND SOCIOECONOMICS**

As part of our initial analysis, the team will reflect on the evolution of Moore to the City of today. The team will weave the story of Moore's growth and development throughout its history into the planning process to provide context to Plan elements and recommendations. Included in our initial assessment will be a demographic analysis. In addition, projections will be provided to 2040, in five-year increments. These projections will inform subsequent elements of the Plan.

#### **2.3.2 LAND USE**

The primary purpose of the land use analysis is to answer questions that are critical to the creation of a vision for the future of the City, such as *how suitable is available land for new housing*, and *where is the greatest development pressure likely to be?* In this task, the team will examine the existing development pattern and the likely distribution of new development to assess the issues and opportunities.

##### **2.3.2.1 LAND USE PATTERN**

The team will examine the existing development pattern, employing GIS data and aerial photography. The primary purpose of this step is to examine the diversity of development in terms of uses, design character and density/intensity. From this examination, we will define a set of generalized land use categories. This analysis will result in a map of existing land use which will be used in subsequent tasks.

##### **2.3.2.2 LAND USE/GROWTH MODEL**

The team will utilize CommunityViz, a GIS extension, to determine the likely distribution of new development in the future. Utilizing existing land use data as well as knowledge about environmental features and infrastructure, we will delineate land available for future development (land supply), the suitability of such land for development of different types and the distribution of future households and jobs under current policy.

*Land Supply* - In addition to the types of uses, the results of the demographic and economic analyses will indicate the demand for residential and non-residential development. The second step in the analysis, therefore, is an assessment of available land to determine whether there is a sufficient supply to accommodate the projected development. Using the available GIS parcel data, the team will depict Moore's land supply. The land supply is a combination of



undeveloped parcels (or “vacant” parcels, as noted in the City’s GIS data) and underutilized parcels, those likely to redevelop given the value of the improvements on the parcel relative to the land value.

*Suitability* - The analysis must evaluate the land supply to better understand the land’s capacity to support future development. Taking into account the factors that influence location decisions, land suitability represents the likelihood that a parcel will be developed. The set of characteristics associated with each parcel will determine its attractiveness for certain uses. Typically, factors that influence the suitability of land include topography; parcel size; access to infrastructure (water, wastewater, roads, rail, transit); proximity to jobs, services and compatible uses; distance to community facilities (schools, parks); and distance from incompatible uses (landfills, noise- or odor-generating facilities).

*“Business-As-Usual” Scenario* - Finally, the team will examine the potential location of future growth, assuming the City continues business as usual and manages growth in accordance with current policy. The team will employ GIS-based software (CommunityViz) to create a growth allocation model. The resulting development pattern suggested by the Scenario will aid the evaluation of current policies, helping to demonstrate whether the City will achieve stated goals if current policies remain unchanged. The model results will establish a baseline against which alternative development patterns, developed later in the process, can be compared.

### 2.3.3 COMMUNITY CHARACTER AND URBAN DESIGN

Through a qualitative assessment of development characteristics in the study area, the team will identify the features that, in combination, contribute to the character of subareas. The team will identify those features that distinguish one area from another, such as the mixture of uses, heights of buildings and scale of public spaces and streets. For example, though both contain commercial-use facilities, the traditional downtown area differs from suburban commercial corridors in terms of the types of tenants and buildings, building orientation and arrangement, location of parking, scale of streets, etc. These character areas will acknowledge both the mixture of land uses as examined in subtask 2.3.2.1 and development form as dictated by the existing land development regulations (i.e., building height, setbacks, open space/impervious cover requirements, etc.). The areas defined will be described using a combination of text, imagery and diagrams. The definition of these areas will allow for a categorization by type. Initially, the team will assign each character area type to one or more subareas to graphically describe the character of each as they exist today. The types of character areas may be expanded to include some types that do not exist today but represent what the community has expressed as desirable types to encourage in the future. The full range of definitions will be refined later in Phase 3 and incorporated into the concept plan.

### 2.3.4 HOUSING AND NEIGHBORHOODS

As part of this initial analysis, the team will assess available information about the City’s existing housing stock. The analysis will reveal areas to promote targeted revitalization and redevelopment interventions.

### 2.3.5 TRANSPORTATION

A complete understanding of the transportation network is critical to developing a sound plan for the future of Moore. As part of the initial analysis, the team will evaluate the City’s existing transportation systems to understand the existing roadway, bicycle and pedestrian, transit and



freight networks in the City. The Consultant team will use current data available from ODOT to evaluate existing transportation conditions along major roadways. This analysis will inform the transportation component of the concept plan in that it will help define future circulation patterns for all modes.

#### **2.3.6 ECONOMIC DEVELOPMENT**

Economic opportunity should be a factor in determining local land use policies. Building on the City's previous work, the consultant team will identify opportunities for additional private investment, particularly revitalization in the Old Town area and redevelopment along the I-35 corridor. The opportunities identified will be used to further define the concepts developed for the Special Planning Areas (Task 3.4).

#### **2.3.7 PARKS AND OPEN SPACES**

A comprehensive system of public and private spaces for recreation—passive and active—are critical to the livability of a place. The team will inventory existing facilities to understand the system of parks and recreation currently available to residents in Moore. Opportunities to incorporate future parks and other recreational facilities, as described in the City's current park and recreation plan, into existing and/or future development will be identified.

#### **2.3.8 PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE**

As development consistent with this Plan occurs, specific infrastructure improvements will be needed to support, and even facilitate such development. An understanding of existing utility system capacity and the potential impacts of implementing the Plan will raise questions that will shape the land use discussion later in the process. Therefore, in this step, the consultant team will review infrastructure plans to reveal where new development can be supported easily in the short term and where water and wastewater service limits future development. The team will review water, drainage and wastewater plans for the community for related impacts on future land use and growth and integrate the study information into the planning process. The need for community facilities, such as schools and libraries, will also increase with additional population growth. The team will prepare analysis of existing public facilities to determine deficiencies and make recommendations for public improvements that will accommodate projected growth and development. Following a review of relevant plans, the team will discuss the adequacy of existing and planned facilities with City staff and representatives of each service provider so that an inventory can be confirmed and any existing deficiencies in the systems can be better understood.

### **2.4 STEERING COMMITTEE MEETING AND COMMUNITY WORKSHOP 1: MOORE TODAY**

The first community workshop will bring together a diverse group of stakeholders including local elected officials, community leaders, and members of the general public for a public meeting to develop an initial vision of the future for Moore and determine a set of sound, community-supported goals. Based on the findings of the City Assessment, the agenda will take attendees from the big-picture view of the City through a focused look at subareas with a discussion of the issues and opportunities. The meeting will culminate in an interactive session to update, refine and prioritize the goals through an expression of values, which will inform the direction of the plan.



### **PHASE 3: CONCEPT PLAN DEVELOPMENT**

#### **3.1 INITIAL CONCEPT PLAN**

Based on the results of Phase 2 and community values as expressed in the goals and objectives, a Concept Plan will be developed to initially depict an alternative policy direction. To build on previous community-supported efforts, this concept will incorporate recent plans. This will be the first concept and will be used as a starting point in Community Meeting 2. Up to two alternatives to this initial concept will be developed in this phase to arrive at a future vision for Moore.

#### **3.2 ALTERNATIVE GROWTH AND DEVELOPMENT SCENARIOS**

To fully appreciate the potential impacts of future growth, the community must consider possible land use patterns that could emerge over time given different policy directions. Through modeling of various scenarios, the team can help inform the selection of a preferred future vision. The following explains three aspects of alternatives development and evaluation—land use and related infrastructure and fiscal implications—needed to arrive a preferred concept plan.

##### **3.2.1 FUTURE LAND USE SCENARIOS**

Employing the CommunityViz land use model constructed in Phase 2, the team will help citizens and other stakeholders better understand the issues and opportunities that lay ahead and, more importantly, the impacts of the choices they make with respect to future development. While the “business-as-usual” scenario assumes no major changes in current land use policy, some new policies may be worthy of consideration to determine whether such new policies could more effectively achieve stated goals. Based on the results of Phase 2 and community values as expressed in the goals, one future land use scenario will be developed that represent an alternative to the “business-as-usual” scenario.

##### **3.2.2 EVALUATION (MEASURING THE EFFECTIVENESS OF THE SCENARIOS)**

The options must be presented in a digestible manner so the community can understand potential tradeoffs and make informed choices. Therefore, based on the goals, the Guernsey team will identify a set of key performance measures, or “measures of effectiveness” (MOEs), to evaluate the alternative scenarios. While a goal represents the desires of participants, a performance measure is a means of measuring progress toward that goal. The MOEs will be used to evaluate the results of the modeling described in 3.2.1.

#### **3.3 STEERING COMMITTEE MEETING AND COMMUNITY WORKSHOP 2: SHAPING MOORE’S FUTURE**

The purpose of this community workshop is to simultaneously examine all of the plan elements and gain an understanding of the interrelationship of the elements; explore the land use concept; understand the manner in which the land use concept addresses the issues, opportunities, and constraints; and evaluate the land use concept by judging the performance of it relative to the goals (using model results of task 3.2). The end product will be a preferred future land use plan.

#### **3.4 SPECIAL PLANNING AREAS**

In many cases, one of the most helpful ways to communicate the spirit of the overall plan is by demonstrating the results of putting it into action. To this end, the team will prepare



conceptual subarea plans for the special planning areas identified during the process. Each special area will illustrate development design at that specific location, representing the physical manifestation of the policies implied in the Future Land Use Plan. At this level of detail, the team can graphically express more specific ideas pertaining to corridor improvements, transit oriented development opportunities, infill development and revitalization in Old Town, economic development opportunities and neighborhood preservation.

#### **PHASE 4: DIRECTION**

##### **4.1 POLICY FRAMEWORK & IMPLEMENTATION STRATEGIES**

Based on goals, objectives, and the details of the Future Land Use Plan and related subarea plans, the team will draft a set of policy recommendations and strategies tailored to meet the needs and expectations of the City. The team will refer to precedents throughout the US for best practices and lessons learned to ensure a policy framework that is up-to-date yet meaningful for this region given its unique circumstances. The array of policies to be addressed will include but not limited to economic development; housing location and neighborhood revitalization; multimodal transportation; natural resource protection; infill development and redevelopment; and resiliency.

###### **4.1.1 RESILIENCY STRATEGY**

A resiliency strategy will be developed for the use of City staff that is compatible with the CDBG-DR action plan and the ACOG. The resiliency strategy will take on a combined social-ecological perspective to ensure an overall sense of human well-being and ecological integrity throughout the entire Plan. As a developing and growing city within a rapidly urbanizing county and region, the City of Moore must have a resiliency strategy that can be used efficiently and effectively in a state of emergency. With this strategy in place, Moore will be known as a “Resilient City.”

Resiliency will be addressed in the plan under the major topics requiring the discussion. A succinct paragraph or a “box” addressing resiliency for the topic is envisioned. There will not be a separate chapter on resiliency in the plan.

###### **4.1.2 CODE STRATEGY**

During this task we will prepare an analysis of the city’s existing land development code. The task will culminate in the delivery of a report assessing the existing regulations and setting forth an organizational and substantive blueprint for needed updates, whether in the form of strategic amendments or a comprehensive code overhaul.

Our initial draft code strategy report will focus on “big ideas” for substantive, procedural, organizational and formatting changes. The report will be written in a non-technical style and be designed to communicate the subject matter to the general public.

*Plan Consistency and Implementation* - We will evaluate the existing land development code for consistency with adopted plans and policies, including, of course, the city’s new comprehensive plan.

*Best Practices* - We will review the land development code with an eye toward regulatory “best practices” that may be appropriate for use in Moore.

*Ordinance Outline* - Our code strategy report will include a proposed outline for the revised code.

*Review* - Following staff review of the code strategy report, the Guernsey Team will conduct a work session with the city to discuss, refine and prioritize recommendations and implementation strategies.

*Revised Code Strategy Report* - Following our local review session, we will revise the code strategy report to serve as a conceptual blueprint for future land development code updates that will help implement the new plan.

#### **4.2 ACTION PLAN**

The team will further assist the City by creating an action plan that identifies the implementation strategies to be carried out in the short term, and indicating possible timeframes for the remaining strategies to be undertaken in the long term. The action plan will provide specific strategies on critical needs regarding updates to various plans and zoning, subdivision regulations, design guidelines, and recommended enforcement provisions, as well as a listing of potential design- and market-based incentives appropriate for the City. The team will name the types of entities that would be best suited to execute each strategy listed, so that responsibilities can be assigned (or assumed) at the local and regional levels. The worksheet will serve as an effective tool in not only guiding the implementation activities but in monitoring progress and recording successes.

Within the action plan will be the identification of up to five major strategic initiatives to be led by the City. The initiatives will be selected conferring with City staff and elected and appointed officials. The initiatives will focus on critical needs regarding capital improvements, modifications to existing regulations, and potential design and market-based incentives appropriate for the City. The consultant team will refer to precedents regionally and throughout the US to ensure the action steps related to these initiatives take into account best practices and lessons learned.

#### **4.3 STEERING COMMITTEE MEETING AND COMMUNITY MEETING #3: PUTTING THE PLAN INTO ACTION**

The third and final community meeting will be held to present to the community the Future Land Use Plan map with supporting illustrations, and draft recommendations and implementation strategies. Special attention will be given to the major strategic initiatives. Attendees will be engaged in a dialogue about the menu of tools to be employed at the local level as well as opportunities for regional coordination, private sector participation, and opportunities for area agencies and organizations to advance implementation. A key takeaway will be the timeframe for implementation. By engaging the public in a discussion about short-, mid-, and long-term action steps, the City can better manage the community's expectations regarding the timing of investments and corresponding changes. The support garnered at this meeting will be crucial to the successful recruitment of champions that will help maintain momentum after the plan is adopted.



## **PHASE 5: PLAN DOCUMENTATION**

### **5.1 UPDATED COMPREHENSIVE PLAN DOCUMENTS**

The consultant team will produce the plans and companion document to provide the City and others with a suite of products that will facilitate plan implementations:

#### **5.1.1 FIRST DRAFT REPORT - CLIENT/STEERING COMMITTEE REVIEW**

This report will present the plan in a single document with a detailed appendix that contains technical memos, maps, and other pertinent information gathered or produced during the process. The first draft will be intended for review by the City and Steering Committee.

#### **5.1.2 SECOND AND FINAL DRAFT REPORT - PUBLIC REVIEW**

A second draft of the full report will incorporate feedback on the First Draft and will be delivered to the City in electronic form for distribution via the web site. Following an adequate review period, the City will compile a single set of public review comments and deliver it to the consultant team. The consultant team will make a presentation to the elected and appointed officials in one joint meeting prior to the initiation of the formal adoption process. Once appropriate approval is gained, our team will develop the third/final plan document.

#### **5.1.3 PLAN PRESENTATION**

A PowerPoint presentation will be prepared that gives an overview of the plans and highlights various sections contained within it. More importantly, the presentation will generally explain the intended use of the document by the City and any others who will actively participate in the implementation of the plans. This presentation will be used by the consultant team in making a presentation to the elected and appointed officials in one joint meeting as part of the formal adoption process (see 5.1.2).

### **5.2 EXECUTIVE SUMMARY**

One key to the successful implementation of any plan is the effective communication of it after the planning process. Public education efforts designed to rally support for both plans are key to this communication effort. Therefore, a brief summary of the plan will be prepared. Our team will design this illustrative piece so that it can be produced by the City in a cost-effective manner. The end product will serve as a marketing tool for the implementers of the plans, helping them "sell" others on the vision and methods for achieving it.

## **SCHEDULE**

It is anticipated that the project will begin in early January 2016 and be completed by December 20, 2016. The schedule is further reflected in Exhibit A.

**FEE**

The lump sum fee to perform the project is identified below by phase.

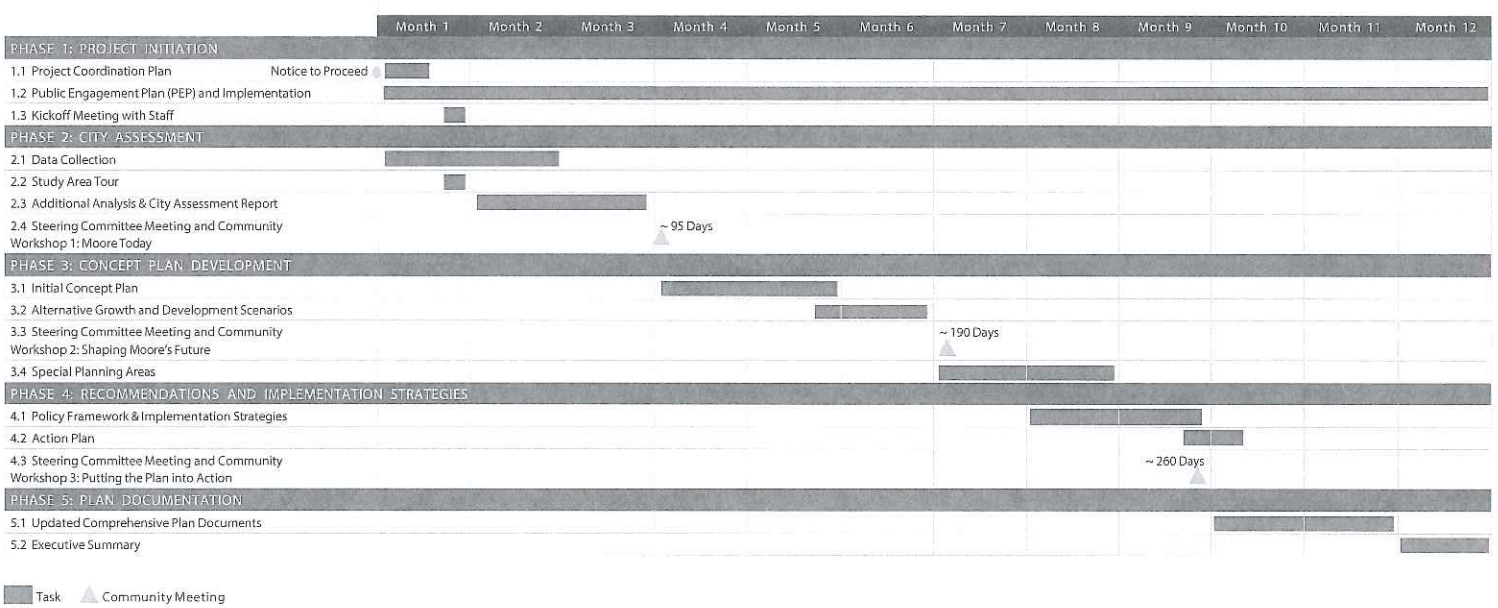
Benchmark or Deliverable	Amount	Percent of Total Fee
Phase 1 : Project Initiation	\$53,586	13.3%
Phase 2 : City Assessment	\$86,088	21.4%
Phase 3: Concept Plan Development	\$117,245	29.3%
Phase 4: Recommendations & Implementations	\$87,086	21.7%
Phase 5: Plan Documentation	\$57,486	14.3%
Total	\$401,491	

The costs described herein are based on the scope of services identified above. There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required and scope modifications may become necessary. Any scope changes will be discussed and approved by the City prior to implementation. GUERNSEY will not accrue any out of scope charges without the express approval of the City.



Exhibit A

Proposed Schedule





## Attachment B – Federal Contract Provision

### Audits & Inspections

All contractors records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the contractors within 30 days after receipt by the contractors. Failure of the contractors to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The contractors hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning contractors' audits and OMB Circular A-133.

### **SANCTIONS AND PANELITIES**

#### **A. Lobbying**

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 (over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 160, et seq.] – 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 Department of Capital Planning and Resiliency.

#### **B. Religious Activities**

The contractors agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### **C. Assignability**

The contractors shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the contractors from the Grantee 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 Grantee.

#### **D. Hatch Act**

The contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### **G. Breaches and Dispute Resolution**

49 CFR Part 18

1. **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 of Moore Department of Capital Planning and Resiliency's Administrator or designee. 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 Administrator or designee. 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 Administrator or designee shall be issued within ten (10) calendar days. If either party disputes the Administrator's decision, the dispute shall be resolved by arbitration under the Federal Arbitration Act, 9 U.S.C., §1 et. seq., or (absent an agreement to arbitrate) in a court of competent jurisdiction within the State of Oklahoma, County of Cleveland. Proceedings in arbitration and in court shall be conducted de novo.
2. **Performance During Dispute** - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within ten (10) after the first observance of such injury of damage.
4. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Moore Department of Capital Planning and Resiliency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration i the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Moore Department of Capital Planning and Resiliency is located.
5. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or

available by law. No action or failure to act by the City of Moore Department of Capital Planning and Resiliency, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **TERMINATION AND DEBARMENT**

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal Assurances originally awarded by HUD, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assurances provided by HUD. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29, Executive Order 12549 (over \$25,000)

#### Instructions for Certification

By Signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective



lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City of Moore Department of Capital Planning and Resiliency may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the City of Moore Department of Capital Planning and Resiliency if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "Contractor," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City of Moore Department of Capital Planning and Resiliency for Assurances in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City of Moore Department of Capital Planning and Resiliency.
5. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City of Moore Department of Capital Planning and Resiliency may pursue available remedies including suspension and/or debarment.



**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”**

- A. The prospective lower tier participant certifies, by submission of this bid, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

**EQUAL OPPORTUNITIES**

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

The following equal employment opportunity requirements apply to the underlying 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.

A. Civil Rights

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.



**(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.

The contractors 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.

The contractors 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.

(2) Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the contractors shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The contractors, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(3) Section 504

The contractors agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the contractors with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assurances provided by HUD, modified only if necessary to identify the affected parties.

## **AFFIRMATIVE ACTION**

### A. Approved Plan

The contractors agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the contractors to assist in the formulation of such program.

### B. Women and Minority Owned Businesses

The contractors will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The contractors may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### C. Notifications

The contractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractors commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### D. Subcontract Provisions

The contractors will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

## **COPELAND "ANTI-KICKBACK"**

40 U.S.C. § 276c (1999), 29 C.F.R. § 3 (1999), 29 C.F.R. § 5 (1999)

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

## **REPORTS AND RECORDS**

49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Moore Department of Capital Planning and Resiliency, the HUD Administrator, the



Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The contractors shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Federal Changes  
49 CFR Part 18

Contractor shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form HUD MA (6) dated October, 1999) between the City of Moore Department of Capital Planning and Resiliency and HUD, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **DISCOVERY, COPYRIGHTS, AND DATA RIGHTS**

24 CFR Subtitle A. 85.34 Copyrights

The City of Moore Department of Capital Planning and Resiliency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under the contract: and
2. Any rights of copyright to which a Contractor, Sub-contractor or a Contractor purchases ownership with grant support.

#### **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17**

The Contractor agrees to **maintain all books, records, accounts and reports** required under this contract for a period of not less than **three years** after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City of Moore Department of Capital Planning and Resiliency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**SAM Search Results**  
**List of records matching your search for :**  
**Record Status: Active**  
**DUNS Number: 062275144**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	C. H. GUERNSEY & COMPANY	Status:Active
DUNS: 062275144	+4:	CAGE Code: 1H373 DoDAAC:
Expiration Date: Dec 6, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5555 N GRAND BLVD STE 100		
City: OKLAHOMA CITY	State/Province: OKLAHOMA	
ZIP Code: 73112-5507	Country: UNITED STATES	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2016

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).

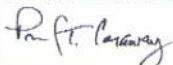
<b>PRODUCER</b> INSURICA - Norman 3101 West Tecumseh Rd, #202 Norman, OK 73072	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (405) 321-2700      FAX (A/C, No): (405) 360-8892 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B :</td> <td>Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Travelers Indemnity Company	25658	INSURER B :	Charter Oak Fire Insurance Co.	25615	INSURER C :	Travelers Property Casualty Co. of America	25674	INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
<b>INSURED</b>  C.H. Guernsey and Company 5555 North Grand Blvd. Oklahoma City, OK 73112-5507																					

**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 INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6301A218092	06/01/2016	06/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							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>AGGREGATE EBL</b>	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BA1A21809215	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" 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			CUP1A218092	06/01/2016	06/01/2017	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
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 <input type="checkbox"/> N / A	UB1A218092	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Property			6301A218092	06/01/2016	06/01/2017	Ded \$2,500	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Services Agreement for the City of Moore Comprehensive Plan Update -- The City of Moore is named an additional insured as required by contract on the general liability policy and auto liability policy. Cancellation: Should Any Of The Above Described Policies Be Cancelled Before The Expiration Date Thereof, The Issuing Insurer Will Endeavor To Mail 30 Days Written Notice To The Certificate Holder Named, But Failure To Do So Shall Impose No Obligation Or Liability Of Any Kind Upon The Insurer, Its Agents Or Representatives.

<b>CERTIFICATE HOLDER</b>  City of Moore Department of Capital Planning and Resiliency 301 N Broadway Moore, OK 73160	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> <b>INSURICA - Norman</b> <b>3101 West Tecumseh Rd, #202</b> <b>Norman, OK 73072</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (405) 321-2700</b>	<b>FAX (A/C, No): (405) 360-8892</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>C.H. Guernsey and Company</b> <b>5555 North Grand Blvd.</b> <b>Oklahoma City, OK 73112-5507</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : The Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER B : Phoenix Insurance Company</b>		<b>25623</b>
	<b>INSURER C : Travelers Property Casualty Co. of America</b>		<b>25674</b>
	<b>INSURER D : Travelers Casualty Ins. Co. of America</b>		<b>19046</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**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.

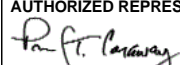
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6301A218092	06/01/2017	06/01/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA1A218092	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP2J277078	06/01/2017	06/01/2018	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1A218092	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>Valuable Papers</b>			6301A218092	06/01/2017	06/01/2018	Ded <b>\$2,500</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) subject to all policy terms, conditions, and endorsements.

Professional Services Agreement for the City of Moore Comprehensive Plan Update -- The City of Moore is named an additional insured as required by contract on the general liability policy and auto liability policy. Cancellation: Should Any Of The Above Described Policies Be Cancelled Before The Expiration Date Thereof, The Issuing Insurer Will Endeavor To Mail 30 Days Written Notice To The Certificate Holder Named, But Failure To Do So Shall Impose No Obligation Or Liability Of Any Kind Upon The Insurer, Its Agents Or Representatives.

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>City of Moore Department of Capital Planning and Resiliency</b> <b>301 N Broadway</b> <b>Moore, OK 73160</b>	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 
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