



# **CONTRACT**

# BETWEEN THE CITY OF MOORE, OKLAHOMA AND SILVER STAR CONSTRUCTION CO., INC. FOR SW17TH/JANEWAY REDEVELOPMENT PRELIMINARY SITE GRADING PHASE I

#### 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 Silver Star Construction Co. with principal offices at 2401 S. Broadway, Moore OK 73160.

WHEREAS, the City requires the services of Silver Star Construction Co. ("the Contractor") to complete the SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I, Project #H-01-W-LMI, not to exceed \$325,378.55

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 June 6, 2017 through June 6, 2018;
- 2) The Contract may be terminated in whole or in part as follows:
  - (1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
  - (2) By the City of Moore for cause;
  - (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - (4) By the Contractor upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-award will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the Federal award in its entirety.
  - (c) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)
- 3) The Contract may be amended as provided for in Section 8: Modification or Amendment
- 4) All guidelines outlined in Bid #1617-08, S. Telephone Widening and the associated addendums shall be followed.

# Section 2: Scope of Services

All work and materials will comply with the current version of the City of Oklahoma City Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as "standard specifications") and the City of Oklahoma City Construction Standard Details (hereafter referred to as "standard details"). When these standard specifications and standard details do not address certain construction tasks or certain required construction materials, then the Oklahoma Department of Transportation Standard Specifications for Highway Construction will govern.

SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I will follow the Construction Plans for the Preliminary Site Grading prepared by Meshek & Associates (Appendix F).

All construction, materials, and performance shall be in accordance with the 2009 Oklahoma Standard Specifications for Highway Construction, or the most current revision.

The contractor shall be responsible for the protection of all public and private facilities including but not limited to utilities, streets, storm sewer channels, service lines and fences on the periphery of the project site. The contractor is responsible for determining the exact locations of all existing utilities prior to commencing work.

Construction signage shall be installed in a manner approved by the engineer and the City, in accordance with the manual on Uniform Traffic Control Devices.

The demolition includes the removal of the existing culverts, structures, trees, and bushes, or other items necessary to complete the work according to the plans.

The contractor shall install and maintain safety fencing for the protection of workmen and the public. The contractor shall perform all operation according to the requirements of OSHA.

The contractor shall not remove or disturb any tree which is outside the designated work area.

The contractor shall be responsible for all construction staking, and must be performed by a surveyor licensed in the State of Oklahoma.

The contractor shall be responsible for compliance with all city, state, and federal laws. The contractor shall submit a notice of intent to OKDEQ, maintain stormwater pollution prevention plan records, and keep in effect and available on the job site at all times. The contractor shall obtain all storm water permits as required.

Contractor shall provide silt fencing to eliminate silt from storm water runoff from leaving project site. Daily street wash downs will be required for any street within the work area. All inlets shall be protected from silt runoff.

During grading operations and after grading operations are completed, but before permanent erosion control work is started, the contractor shall sprinkle grading intervals approved by the City.

Contractor shall document pre-construction site conditions by means of photographs and video and present to the city representative, before the start of construction. Cost shall be considered incidental.

Blasting will not be allowed.

Temporary shoring, bracing, sheet piling necessary for excavation purposes shall be the responsibility of the contractor.

Road closures for the project include:

- west side of S. Janeway Avenue from south intersection at SW 12<sup>th</sup> St. to SW 17<sup>th</sup> St.
- SW 17<sup>th</sup> St. from the intersection of the east side of Janeway Avenue westbound to the current dead end.

Local traffic shall be maintained at all other locations at all times. Adequate traffic signage shall be placed to protect the public and notify them of trucks entering the site.

All utilities to be abandoned with a cover less than two feet with respect to final grade shall be removed. All utilities to be abandoned with a cover greater than two feet with respect to final grade shall be cut and plugged. All utility lines and conduits smaller than 2" diameter are to be removed if encountered during grading operations or abandoned if not encountered. Pipes and

conduits larger than 2" diameter are to be removed or plugged and backfilled with flowable fill.

Remove all telephone and electric pedestals. Remove all gas meters. All cast iron fittings, valves, hydrants, etc. are to be delivered to the City.

All traffic signs that are posted pre-construction are to be salvaged and taken to the City.

Work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris (including trees) which are within the designated to remain or are to be removed in accordance with other sections of the ODOT specifications or these documents. This work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain within the limits of construction.

This work shall consist of temporary measures and devices to control erosion and sediment within the project limits and to minimize the pollution of rivers, streams, impoundments and private properties.

The contractor shall apply solid slab sodding in like kind to that existing where turf is damaged during construction and where slopes are greater than 10% or other miscellaneous work items. Sodding, fertilizing, and watering shall be in conformance with respective specifications. Fertilizer shall be an approved turf fertilizer applied at a rate of 1.5 pound per 10 square yards. Watering shall be applied as necessary to establish vegetation or until work is accepted complete.

Bid should include all costs required to accomplish the removal of all structures and obstructions necessary to complete this project including but not limited to the removal of existing utilities, existing water pipe and fittings, existing sanitary sewer pipe, existing sanitary sewer structures, existing concrete, and fences.

Earthwork construction consists of all excavation and grading necessary to complete the project as desired in the project documents. Earthwork will not be measured but will be paid for as a lump sum. Reference pay item notes for estimated earthwork quantities based on proposed and existing grading sections and identified subsurface characteristics.

All manholes shown to be adjusted to grade shall be complete in place. Old lids and frames are to be salvages and delivered to the City of Moore maintenance facility.

Quick set flowable fill to be used to fill all abandoned pipes that are to be cut and plugged as directed by the engineer.

#### **Section 3: General Terms and Conditions**

#### **Laws and Regulations**

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

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

#### **Federal Changes**

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

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

- 1.) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.
- 1.) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week. References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

#### Compliance with the Davis-Bacon Act

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

which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

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

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

- 1.) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$25 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor of subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.
- 2.) Findings and recommendations of the Agency Head. The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due

care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

- 3.) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.
- 4.) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business. References: (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5)

#### **Assignability**

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

#### Access to Records

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

#### **Record Retention Requirements**

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

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for

three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year

retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

**Remedies for Noncompliance** 

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a

Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR

200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot

be remedied by imposing additional conditions, HUD or the City of Moore may take one or more

of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the

Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or

part of the cost of the activity or action not in compliance.

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

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and

HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by

HUD.

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

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

Reference: (2 CFR 200.338)

**Breaches and Dispute Resolution** 

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by

agreement of the parties shall be decided in writing by the authorized representative of

the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (b) Performance During Dispute Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- (e) Rights and Remedies The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

#### **Termination**

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

#### **Equal Opportunity**

The following equal employment opportunity requirements apply to the Contract:

a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal

Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

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

#### **Civil Rights**

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42
 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.
 § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and

Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.

- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the <u>City's</u>

  <u>Section 3 Plan</u>
- 5) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or

single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

#### **Conflict of Interest**

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

#### **Patent rights**

- 1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- 2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The

contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- 3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- 4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

#### **Subcontracts:**

- 5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- 6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
- 7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

#### Copyrights

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

#### Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

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

#### **Environmental Requirements**

#### Clean Air

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

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

**Clean Water** 

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The

Contractor agrees to report each violation to the City of Moore Department of Capital Planning

and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as

required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding

\$100,000 financed in whole or in part with HUD.

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

**Energy Conservation** 

The Contractor agrees to comply with mandatory standards and policies relating to energy

efficiency, which are contained in the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.

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

**Recycled Products** 

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource

Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to

the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the

procurement of the items designated in Subpart B of 40 CFR Part 247.

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

**Environmental Conditions Discovered During Construction** 

1) The Contractor agrees to cease work and immediately notify the Assistant City Manager and

Compliance Specialist should a previously unknown environmental condition be discovered in the

course of construction:

2) The Contractor understands that the discovery of an environmental condition requires the City

to revise the Environmental Review Record (ERR) and that work on the portion of the project

designated by the City must cease until the ERR is revised.

3) The Assistant City Manager will issue a new Notice to Proceed once the Environmental Review

has been updated or the environmental condition has been cleared. References: 24 CFR Part 58.47

Section 504 and Americans with Disabilities Act

The Contractor agrees and understands the requirements of the Americans with Disabilities Act

(ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks,

pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must

be accessible.

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

Section 4: Bonds, Insurance & Licenses

**Bond Requirements** 

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any

bond or has an interest in any litigation against the City. All bonds shall be executed by surety

companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each

bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

**Maintenance Bond:** 

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

#### **Performance Bond:**

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

#### **Statutory Bond:**

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

#### **Insurance Requirements**

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

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		
January State of the State of t	Occurrence		

Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must			
include coverage for blanket contractual liabilit	y for the obligations assumed under contract		
Workers' Compensation	Statutory Limits where Services are to be		
workers compensation	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: Notice to Proceed, Invoices, and Payment

#### **Notice To Proceed**

- The Contractor will receive a Notice to Proceed from the City which will describe the scope of services specific to the construction project or task;
- 2) The Notice To Proceed will establish the start date for the project.
  - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor's complete expense and risk.
- 3) The Project number, H-01-W-LMI, shall be identified and included in all Invoices.

4) A Notice to Proceed will not be issued until the Department of Capital Planning and Resiliency has received insurance and bonds.

#### **Invoices**

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

- 1) The Contractor's sub-contractors are contained in Appendix B
  - a) The Contractor may amend the sub-contractor list in accordance with <u>Section 8</u>:

    Modification or Amendment
- 2) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in Appendix C; and
  - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- The Contractor agrees to meet the Section 3 requirements as provided for in the <u>City's</u>
   Section 3 Plan; and
  - a) To submit Section 3 reports weekly to the Compliance Specialist
- 4) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in Appendix D at the time of the Invoice;
- 5) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 6) For an Invoice to be considered "properly submitted":
  - a) The Invoice must be identified by Work Order Number, be complete, accurate, have all required documentation; be signed and dated; and
  - b) All Davis-Bacon; Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

#### **Payments**

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

#### Adjustments to Rate Schedule

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

## **Section 6: Proprietary Information**

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

# Section 7: Understanding and Authorization

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

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

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

#### **Section 9: Execution**

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

# **Section 10: Notifications**

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

To: The City of Moore at:

Jared Jakubowski

Capital Planning and Resiliency

City of Moore

301 N. Broadway

Moore, Oklahoma 73160

To: Silver Star Construction Co. at:

Silver Star Construction Co., Inc.

Steve Shawn

2401 S. Broadway Moore, OK 73160 405-793-1725

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

Jason Brair, Vice Mayor  Linda Stewart, City Clerk	Date: 6-5-17
Rossy C. Bush	
Randy Brink, City Attorney	
Silver Star Construction Co.	Date: 6-9-17
Steve Shawn, President	

# Appendix A

# Bid #1617-07 SW/17th/Janeway Redevelopment Preliminary Site Grading Phase I Bid Form

Item Number	Spec Number	Item Description	Unit	Quantity	Price per Unit	Total
1	201(A)	Clearing & Grubbing	Acre	1	10,500.00	\$10,500.00
2	202(H)	Earthwork	LSUM	1 1	190,575.00	\$190,575.00
3	220	SWPPP Documentation & Management	LS	1	6,500.00	\$6,500.00
· 4	221(C)	Temporary Silt Fence	LF	1325	1.60	\$2,120.00
5	221(F)	Temporary Silt Dike	LF	110	8.50	\$935.00
6	230(A)	Solid Slab Sodding	SY	8779	1.90	\$16,680.10
7	230(C)	Row Sprigging	Acre	12	1,300.00	\$15,600.00
8	520	8" Gate Valve	Each	1	3,850.00	\$3,850.00
9	612(A)	Manhole Adjust to Grade	Each	2	800.00	\$1,600.00
10	619(A)	Removal of Structures & Obstructions	LSUM	1	13,750,00	\$13,750.00
11	619(B)	Removal of Concrete Pavement	SY	4297	3.85	\$16,543.45
12	641	Mobilization	Each	1	38,775.00	\$38,775.00
13	642	Construction Staking, Level II	Each	1	4,450.00	\$4,450.00
14		6" Gate Valve	Each	1	3,500.00	\$3,500.00
					Total Bid:	\$325,378.5

SILVERSTAR CONSTRUCTION CO, INC. 2401 S. BROADWAY MOORE, OK 73160

#### U.S. Department of Housing and Urban Development

Office of Labor Relations

#### Applicability

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

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

work is performed. The wage determination (including any

additional classification and wage rates conformed under

29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-

1321) shall be posted at all times by the contractor and its

subcontractors at the site of the work in a prominent and

accessible, place where it can be easily seen by the

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- The wage rate (including fringe benefits where (d) appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

workers.

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

- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

- communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Division Wage and Hour Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable If the Administrator determines that a classification. different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: OK170029 01/06/2017 OK29

Superseded General Decision Number: OK20160029

State: Oklahoma

Construction Type: Heavy

Counties: Canadian, Cleveland, Grady, Lincoln and McClain

Counties in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

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

Modification Number

Publication Date 01/06/2017

<sup>\*</sup> ENGI0627-015 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1	.\$ 28.05	12.58
Group 2	.\$ 26.35	12.58
Group 3	.\$ 25.80	12.58
Group 4		12.58
Group 5		12.58
Group 6		12.58
Group10		12.58

#### POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 5: BULLDOZER

GROUP 6: ROLLER (ASPHALT AND DIRT)

IRON0048-005	06/01/2013

	Rates	Fringes	
IRONWORKER (Structural, Reinforcing, and Ornamental).	\$ 23.10	12.88	

SUOK2012-007 05/18/2012

		Rates	Fringes
CEMENT MAS	SON/CONCRETE FINISHER	12.49	1.23
ELECTRICIA	AN	\$ 22.00	4.76
FORM WORKE	ER\$	11.77	0.00
LABORER:	Common or General	11.81	1.09
LABORER:	Pipelayer	11.13	0.00
OPERATOR:	Backhoe/Excavator	18.17	6.28
OPERATOR:	Drill	17.15	0.78
OPERATOR:	Grader/Blade	17.76	3.87
OPERATOR:	Loader (Front End)	13.51	0.00
OPERATOR:	Mechanic	19.61	9.39
OPERATOR:	Scraper	16.00	1.55
OPERATOR:	Trackhoe	17.50	2.78
TRUCK DRIV	/ER: Dump Truck	\$ 16.50	0.74

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

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

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

(weighted union average rate).

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

4.)	All	decisions	by	the	Administrative	Review	Board	are	final.
===	====		===:	====					======
		END OF	GEN	ERAL	DECISION				

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

MINORITY, WO	MEN OWNED	OR SECTION	3 BUSINESS	REPORT
CONTRACTOR				
Invoice Date				
		Total A	mount of Invoice	\$
Name of MOB/WOB/Section 3 Business	MOB Amount	WOB Amount	Section 3 Amount	Percent of Invoice
F				
			ü	
,				
SIGNATURE				
Printed Name and Position				
Date				

FROM:

City of Moore

301 N. Broadway Moore, OK 73160

Tel.: 405/793-4571 Fax: 405/793-4573

TO:

Prospective Bidders

SUBJECT:

Addendum No. 1 to the Bidding Documents

City of Moore Bid #1617-07 – SW 17th/Janeway Redevelopment Preliminary Site

Grading Phase I

DATE:

April 14, 2017

This Addendum modifies and takes precedence over the original plans and specifications and forms a part of the Contract Documents.

This Addendum consists of one (1) page and (2) Attachments.

#### **Clarifications:**

- 1. The City has given a timeline of 60 calendar days for substantial completion and 90 calendar days for final completion.
- 2. A Bid Form has been created and attached to this addendum. An excel format of the Bid Form will also be made available at <a href="https://www.cityofmoore.com">www.cityofmoore.com</a>. The Bid form will take the place of Exhibit G Form 400 A: Uniform Cost/Price Analysis
- 3. Pre-Bid Meeting Notes are attached to this addendum.
- 4. The following shall be submitted with the bid in this order:
  - i. Completed Bid Form
  - ii. Bid Bond
  - iii. Insurance Certificate
  - iv. Exhibit C Non-Collusion Affidavit
  - v. Exhibit D Certification Regarding Lobbying
  - vi. Exhibit E Certification Regarding Debarment, Suspesion, and Other Responsibilty Matters
  - vii. Exhibit F MOB/WOB/Section 3 Business (if Not Applicable please fill in with N/A)
  - viii. Exhibit G Form 4400 B: Hourly Rates
  - ix. Exhibit H Conflict of Interest Certification

### Bid #1617-07 SW/17th/Janeway Redevelopment Preliminary Site Grading Phase I Bid Form

Number	Item Description				
/->	reciti bescription	Unit	Quantity	Unit	Total
201(A)	Clearing & Grubbing	Acre	1		
202(H)	Earthwork	LSUM	1		
220	SWPPP Documentation & Management	LS	1		
221(C)	Temporary Silt Fence	LF	1325		
221(F)	Temporary Silt Dike	LF	110		
230(A)	Solid Slab Sodding	SY	8779		
230(C)	Row Sprigging	Acre	12		
520	8" Gate Valve	Each	1		
612(A)	Manhole Adjust to Grade	Each	2		
619(A)	Removal of Structures & Obstructions	LSUM	1		
619(B)	Removal of Concrete Pavement	SY	4297		
641	Mobilization	Each	1		
642	Construction Staking, Level II	Each	1		
			***************************************	Total Bid:	#VALUE!
	220 221(C) 221(F) 230(A) 230(C) 520 612(A) 619(A) 619(B) 641	220 SWPPP Documentation & Management 221(C) Temporary Silt Fence 221(F) Temporary Silt Dike 230(A) Solid Slab Sodding 230(C) Row Sprigging 520 8" Gate Valve 612(A) Manhole Adjust to Grade 619(A) Removal of Structures & Obstructions 619(B) Removal of Concrete Pavement 641 Mobilization	220SWPPP Documentation & ManagementLS221(C)Temporary Silt FenceLF221(F)Temporary Silt DikeLF230(A)Solid Slab SoddingSY230(C)Row SpriggingAcre5208" Gate ValveEach612(A)Manhole Adjust to GradeEach619(A)Removal of Structures & ObstructionsLSUM619(B)Removal of Concrete PavementSY641MobilizationEach	220         SWPPP Documentation & Management         LS         1           221(C)         Temporary Silt Fence         LF         1325           221(F)         Temporary Silt Dike         LF         110           230(A)         Solid Slab Sodding         SY         8779           230(C)         Row Sprigging         Acre         12           520         8" Gate Valve         Each         1           612(A)         Manhole Adjust to Grade         Each         2           619(A)         Removal of Structures & Obstructions         LSUM         1           619(B)         Removal of Concrete Pavement         SY         4297           641         Mobilization         Each         1	220         SWPPP Documentation & Management         LS         1           221(C)         Temporary Silt Fence         LF         1325           221(F)         Temporary Silt Dike         LF         110           230(A)         Solid Slab Sodding         SY         8779           230(C)         Row Sprigging         Acre         12           520         8" Gate Valve         Each         1           612(A)         Manhole Adjust to Grade         Each         2           619(A)         Removal of Structures & Obstructions         LSUM         1           619(B)         Removal of Concrete Pavement         SY         4297           641         Mobilization         Each         1           642         Construction Staking, Level II         Each         1

### Bid #1617-07 SW 17<sup>th</sup>/Janeway Redevelopment Preliminary Site Grading Phase I Pre-Bid Meeting Notes April 12, 2017, 2:00pm

This project will include taking out the west side of Janeway and a temporary base will be used for construction traffic.

Phase I and Phase II contractors will have to coordinate regarding erosion control. The City is planning on transition into Phase II immediately after the completion of Phase I.

The City has given a 60 calendar day timeline for substantial completion and a 90 calendar day for final completion.

DRAWING REFERENCE LEGEND

REFERS TO A SECTION

Appendix F

REFERS TO A DETAIL

REFERS TO A PROFILE OR ELEVATION

7 - SECTION, DETAIL OR PROFILE NUMBER

DETAIL DESCRIPTION

## SYMBOL LEGEND

| daw | Electric Meter | daw | Electric Box | daw | Electric Box | daw | electric Transformer | daw | - Deciduous Tree + 0 - Underground Electric
- Overhead Telephone
- Underground Telephone
- Underground Cable Television
- Natural Gas Line
- Fiber Optic Cable

Water Line
Stormwater Line
Sanitary Sewer Line
Banch Mark
Single Grate Drop Inlet
Manhole

Fence Line (All Types) Overhead Electric

Conferous Tree

CURRENT OKLAHOMA DEPARTMENT OF TRANSPORTATION LOCATES EMPION (O.O.A.); STANIAND SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR THE TECHNICAL SPECIFICATIONS. APPLICABLE SPECIFICATIONS:

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), REGULATIONS SHALL APPLY FOR ALL WASTE AND SEWER RELATED WORK. CITY OF MOORE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

THIS NUMBER IS TO BE USED FOR INFORMATION ON THE LOCATION OF ALL UNDERSOUND UTILITIES. CONTACT THIS IN UNIQUER AND OTHER NUMBERS SPECIFIED IN THE PLANS PRIOR TO ANY EXCANATION.

ONE CALL UTILITY LOCATION NUMBER 840-5532 1-800-522-5543

CONTACT INFORMATION

DATUM INFORMATION

CITY OF MOORE PUBLIC WORKS DEPARTMENT 512 NW. 27TH MOORE, OK 73160 405-793-5070

MOORE POLICE 117 E. MAIN ST. MOORE, OK 73180 405-783-5171

ONG 405-556-6411 COX 405-800-6336

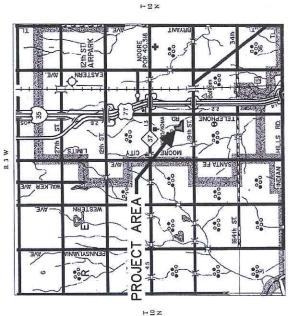
0G&E 405-553-5785 AI&I 405-291-3108



# CITY OF MOORE, OKLAHOMA

CONSTRUCTION PLANS

PRELIMINARY SITE GRADING JANEWAY VILLAGE PROJECT # H-01-W-LMI CLEVELAND COUNTY THE CITY OF MOORE,



# LOCATION MAP

T-10-N, R-3-W SECTION 22



PRELIMINARY
DATE: February 27/2017
This document is preliminary in nature and is not a final, signed and sealed document.



MESHEK & ASSOCIATES, P.L.C.
CA. 1437 S. BOULDER WE. STE. 1550
(PH) 918–382–5820
(FM) 918–392–5621

# DRAWING INDEX

- TYPICAL SECTIONS & DETAILS - QUANTITIES & NOTES

- STORM WATER MANAGEMENT PLAN

- GEOMETRIC DATA

- EROSION CONTROL

- SITE GRADING PLAN

- JANEWAY AVENUE PROFILE

- 14TH ST & MAX MORGAN BLVD PROFILES

10-18 - CROSS-SECTIONS

ADAM WEBB Council Member

City Manager RANDY BRINK City Attorney

MARK HAMM Council Member

Council Member

Council Member MELISSA HUNI Council Member TERRY CANNAR Council Member

APPLICABLE ODOT STANDARDS:

EROSION CONTROL SSS-1 SOLD SLAB SODDING TSC2-3 TEMPORARY SEDIMENT CONTROLS TSC2-2 TEMPORARY SILT DIKE



BENJAMIN W. FLETCHER CO. 4/2/2017

MOHE

MESHERT

SHEET 1 OF 18 SHEETS

# GENERAL CONSTRUCTION NOTES:

- HEIM ALL CONSTRUCTION, MATERIALS AND PERFORMANCE SHALL BE IN ACCORDANCE TALE ZOOD MICHARMS STANDARD SPECIFICATIONS FOR HIGHMAY CONSTRUCTION (EVGLISH), OR THE MOST CURRENT REVISION THEREOF. MOST CURRENT REVISION STANDARD SPECIFICANS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC STATES, STORING STATES, STATES, STATES, STORING STATES, STATES z,
- PAY ITEMS SHALL BE AS SPECIFIED ON THE ODOT STANDARD DRAWINGS EXCEPTS MODIFIED BY THE CONTRACT. ri
- CONSTRUCTION SIGNAGE SHALL BE INSTALLED IN A MANNER APPROVED BY THE BECHERER AND CITY OF MODRE, IN ACCORDANCE WITH THE MANNAL ON UNIFORM TRAFFIC CONTROL DEMOCES, CURRENT EDITION AND APPLICABLE DOOT STANDARD DRAWINGS.
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  INCLIDED. IN THOSE THEM FORD THE PAY THE WORK ACCIDEND. THE SPACE THE CHURLED.
  OBSTRUCTURES, ALL DEMOLSTED THE SPACE THE SP ŝ
- THE CONTRACTOR SHALL INSTALL AND MAINTAN ESTEP FEROME FOR THE PROTECTION OF WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL PREFORM ALL OPERATIONS ACCOUNTED. HE TREQUISEMENT SO THE COLGENTROM, HEALTH AND SHETT ACT (CSHA), AS PUBLISHED IN THE CODE OF FEDERAL RECULATIONS. PART TSES, LITETS INDICH, ALL OPER DECAMATIONS SHALL BE FEDERAL RECULATIONS. SHALL BE FEDERAL RECULATIONS. SHALL BE FEDERAL SHALL BE CONTRACTOR SHALL BE NOTIFIED THAN SHALL SHA ė
  - all Equipment and excanated material shall be removed from the floodplain at the end of each workday, no materials may be stored in the floodplain. 7.
- THE CONTRACTOR SHALL NOT REMOVE OR DISTURB ANY TREE WHICH IS OUTSIDE THE DISSIGNATED WORK AREA, THE CONTRACTOR SHALL PRESENCE ANY TREE WITHIN THE WORK AREA WHICH DOES NOT PRESENT A DETRIMENT TO THE WORK OR A SAFETY HAZARD. œ
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING, LATOUT, AND AS-BUILT SURVEY, CONTRACTOR SHALL MANNON ONE SE OF AS-BUILT SURVEY. CONTRACTOR SHALL MANNON ONE SE OF AS-BUILT STAKES, SURVEY CONTRACTS SHALL BE ISTRACTOR. THE BENANCE, ALL CONTRACTOR SHALL BE ISTRACTOR TO THE CONTRACTOR SHALL BE ISTRACTOR. THE CONTRACTOR SHALL PRESENCE THE CONTRACTOR SHALL PRESENCE THE CONTRACTOR SHALL PRESENCE THE RESTOR AND SHALL PRESENCE THE SHALL P
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- CONTRACTOR SHALL PROVIDE SIJT FEWCING TO BLAMINATE SIJT FROM STORM WATER RENDUL LEAVEN LEAVEN PROJECT SITE. DALLY STREET WASH DOWNS WILL BE RECURED FOR ANY STREET WITHIN THE WORK AREA. ALL INLETS SHALL BE PROTECTED FROM SILT RIADOF. 12

# GENERAL CONSTRUCTION NOTES: (CONT)

- WHERE MATERALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES MALL NOT BE LOADED BEYOND THE LOADING CAPACITY RECOMMENDED BY THE MANUFACTURER OF THE VEHICLE OR PRESCRIBED BY ANY FEDERAL, STATE OR LICIAN OR REGULATION.
- AND DAMEE TO RADDWY PACHENT, CHEB, DRIVEWAS, TRAILS, SIDEWALK, OR ACCESS RAMPS CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPARED THE OWNER'S SATEMED AND AT THE CONTRACTOR'S SOLE DREINE.
- CONTRACTOR SHALL FURNISH SUFFICIENT ORANGE SWETY FENCING TO PROTECT TI THE CHEAL PUBLIC DEMAND OPPENDINS FROM OPEN TRENCHES AND OTHER HAZARSE, FENCING TO BE INCLUDED IN OTHER TEMS OF WORK, FENCING SHALL BE MANTAINED AS LONG AS A DANGER EXISTS.

- A. ANY PERMITS ON LICENSES RECUIRED FOR THE FOLLOWING:
  A. ANY PERMITS ON LICENSES RECUIRED FOR THE CONSTRUCTION OF THE PROJECT.
  B. PROPER NOTIFICATIONS OF ALL NECESSARY AGENCIES PRIOR TO CONSTRUCTION AND FOR THE REQUIRED INSPECTIONS.
  C. THE EXCULTED INSPECTIONS.
  C. THE EXCULTED INSPECTIONS.
  AN ALL TIMES. SERVICE DISRUPTION TO BE AT CONTRACTORS RISK AND EXPENSE.
  EXPENSE.
  D. CONTRACTOR SHALL OSTAIN NOTICE OF INTENT AND NOTICE OF TERMINATION.
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  - CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION SITE CONDITIONS BY MEANS PHYOTOGRAPHS AND VADCS AND PRESENT TO THE CITY REPRESENTATIVE, BEFORE STRATO OF CONSTRUCTION, COST SYALL BE CONSIDERED AS INCIDENTAL AND NO SEPARATE BE MADE.
- DAMAGE CAUSED BY THE CONTRACTOR TO ARY STRUCTURES, SOO, OR LANDSCAPING SYMALL BE REPAIRED AT CONTRINGUINES EXPENSE TO THE SATISFACTION OF THE OWNER, THIS NOCLUDES THE LIMITS OF STOCKPLING.
- 26. BLASTING WILL NOT BE ALLOWED.
- TEMPORARY SHORING, BRACING, SHEET PLINK NECESSARY FOR EXCANATION PRIPAGES SHALL BET THE RESPONDENT THE CONTRACTOR, COST SHALL IN UNIT PRICE BID FOR EARTHWORK,
- THE CONTRACTOR SHALL SIBMET A CONSTITUTION BETTLY PLAN TO THE RIGHER SHEET FOR COMMISCIONER SHEET FOR COMMISCIONER SHEET SHEET
- THE CONTRACTOR SHALL HAVE ONE (1) EXECUTED COPY OF THE CONTRACT AND , SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES.
- RADA CLOSARES FOR THE PROJECT INCLUDE: WEST SITE OF SOUTH ANEWEW THE PROM THE INTERSECTION OF THE EAST SIDE OF SOUTH ANEWEW STREED STATE STORE OF THE WITH STREET AND THE INTERSECTION OF THE EAST SIDE ANEWEW AND THE WESTERN THE OWNER WESTER STATE STATE
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- 32. ALL TRAFFIC SIGNS ARE TO BE SALVAGED AND TAKEN TO THE CITY OF MOORE.

### PAY GRADING PRELIMINARY VILLAGE JANEWAY

NUMBER	SPEC	ITEM DESCRIPTION	NOTES	LIND	QUANTITY	
-	201(A)	CLEARING AND GRUBBING	1	ACRE	-	
7	202(II)	EARTHWORK	6,11,12,13	LSUM	1	
е	220	SWPPP DOCUMENTATION AND MANAGEMENT		L.S	1	
7	221(C)	TEMPORARY SILT FENCE	2	LF	1325	
45	221(F)	TEMPORARY SILT DIKE	2	LF	110	
٠	230(A)	SOLID SLAB SODDING	3,7	SY	6228	
٠	230(C)	ROW SPRIGGING	4	ACRE	12	
×	970	8" GATE VALVE	10	EA	1	
6	612(A)	MANHOLE ADJUST TO GRADE	8	EA	7	
10	(V)619	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	5,9	LSUM	1	
=	(E)(E)	REMOVAL OF CONCRETE PAVEMENT	10	SY	4297	
12	641	MOBILIZATION		EA	1	
1.3	500	CONSTRUCTION STATUME LEVEL II	0.00	4.4		_

### PAY ITEM NOTES:

- WORK SHALL CONSIST OF CLEARNG, GRUBBING, FEMONING AND DISPOSING OF ALL VEGETATION AND DEBRING (INCLUDING TREES) SUCH ARE WITHOUT DEBRANDED INTO TRIBING THE BOUNDARY AND DISPOSING THE ARE THE SOURCE OF THE SOURCE
- THIS WORK SHALL CONSIST OF TEMPORARY MEXSIRES AND DEVICES TO CONTROL FROSION AND SEDIMENT WITHIN THE PROJECT THE SAND TO WINNER THE PREFILES. PAY THE LALGE MEALDES THE COST OF MAINTAINING ALL ENGISION OF REPETS STREAMS, MENDED STREAMS, AND STREAMS, MENDED STREAMS AND STREAMS THE RESIDENCE OFFICIAL MEASURES UPON PROJECT COMPLETION. PAY THE NEUDES THE COST OF ALL SEDIMENT REMOVAL PER THE STORMWITTER MANAGEBERT PLAN. is
- CONSTRUCTION AND WHERE SLIDES ARE SOUDD SHAP STATE IN THAT DESTRUCTION AND WHERE SLIDES ARE GENERAL PROBLEM. THE COST OF TOPSOIL. SHAPE IN THE COST OF TOPSOIL SHAPE IN THE SOODING FERTILIZEN AND WHITENED SHALL BE NOTHER SOODING FERTILIZEN AND WHITENED SHALL BE NOTHER SHALL S n
- all construction staking to be the responsibility of the contractior and performed by a surveyor ligensed in the State of Oklahoma, control is avaluable on site.
- ITEM SHALL INCLUBE ALL COSTS REQUIRED TO ACCIONPLISH THE REMONAL OF ALL STRUCTURES AND OBSTRUCTIONS INECESSARY TO OFFICE THINGS, DEVOCIET THIS ROCKET INCLUDIOS BUT NOT LIMITED TO THE REMOVAL, OF EXCISTION UTILITIES, EXISTING WHITEMPER AND THINGS PREMENT SHALL AND PRICES. INAMICET TO ADJACENT PORTIONS OF STRUCTURES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. 5
  - EMETHIORIC CONSTRUCTION CONSISTS OF ALL DYCANATION AND GRADING INSERSARY TO COMPLETE THE PROJECT AS DESCRIBED IN PROJECT DOLLARINES, SEMENDRIMEN, MAY BE MESORED BY MILL BE PAID FOR AS A LIMP SUM, REFERENCE PAY TEDA NOTISE OF SEMANTED EMETHIORIS CONVAINTS DESCRIBED. AN EXISTING GRADING SECTIONS AND DISCRIBED PAY TEDA NOTISE FOR SEMANTED EMETHIORIS CONVAINTS THAT E.E. FULL COMPLENSATION FOR FURNISHING ALL MATERIALS, EQUIPMENT, LIGOR AND INDIRINAL TO COMPLETE. THE WORK AS PEDIFIED. 9
- ITEM SHALL INCLUDE ALL LABOR AND MATERALS NECESSARY FOR COMPLETION OF SODDING AND SPRIGGING IN ACCORDANCE WITH ODGY SPECIFICATIONS, SEE SHEET 6 "PERMANENT EROSION CONTROL MEJSURES" FOR SEEDING TYPES AND APPLICATION RATES. 7
- CIDS ITEM SHALL INCLUDE THE COST OF CONCRETE, NEW MANHOLE FRAME, COUPER, AND ALL OTHER INCIDENTALS ADJUSTED TO GROLE SHALL BE COMPLETE. ADJUSTED TO GROLE SHALL BE COMPLETE. AND FRAMES ARE TO BE SALVAGED AND DELARED TO THE CITY OF MODER MANTENANCE FAIGHT. œ
- PLUGGED AS DIRECTED QUICK SET FLOWABLE FILL TO BE USED TO FILL ALL ABANDONED PIPES THAT ARE TO BE CUT AND I ENGINEER, ALL COST ASSOCIATED WITH WORK IS TO BE INCLUDED IN THE PAY ITEM. 6

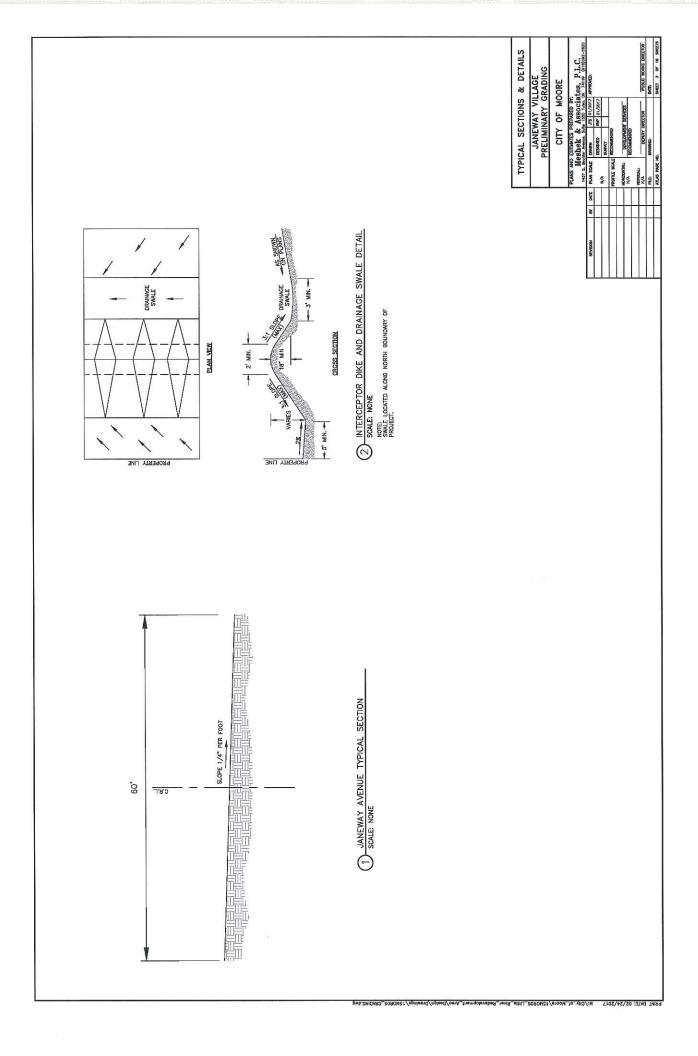
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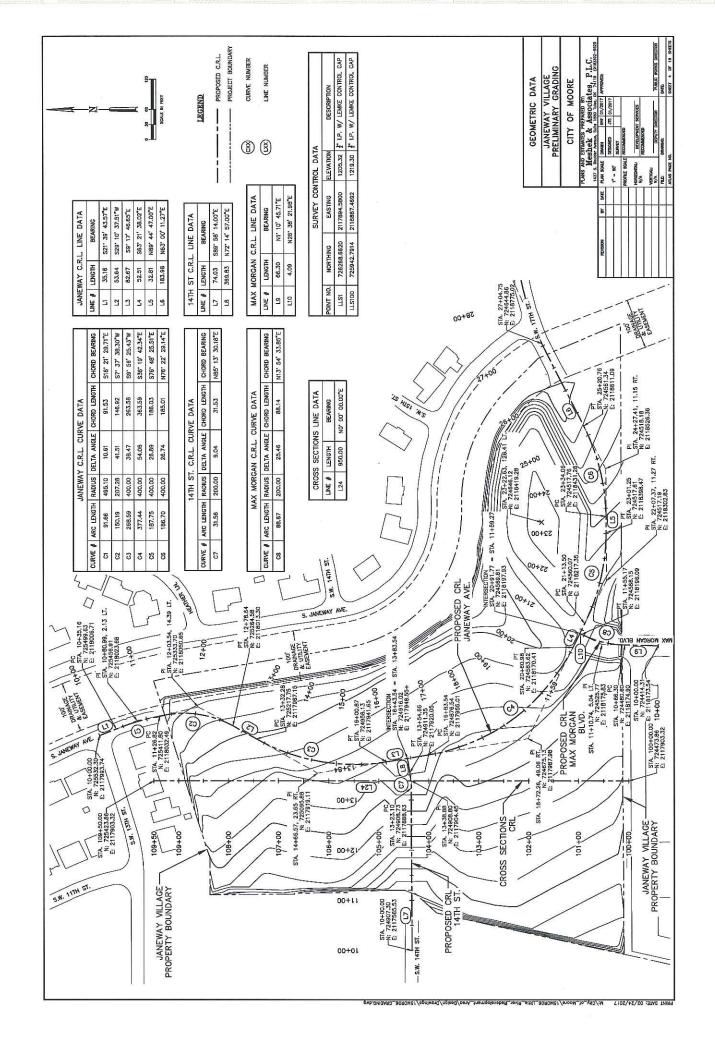
- TOOLS, AND INCIDENTALS TO COMPLETE THE WORK. 11. PAY ITEM INCLUDES 40,425 C.Y. OF CUT AND 25,780 C.Y. OF FILL. 10. ITEM SHALL INCLUDE ALL MATERIALS, LABOR, EQUIPMENT,
- ALL EXCANATED MATERIAL NOT REQUIRED AS FILL IN OTHER ARENS OF THE PROJECT SALL BECOME THE REPORTED SALL BECOME THE REPORTED AND SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY OF MOORE STORAGE STIEL LOCATED AT 1312 S.W. 34TH STREET. 12

# CONTACT: CLIFF MILLER - (405)343-6847

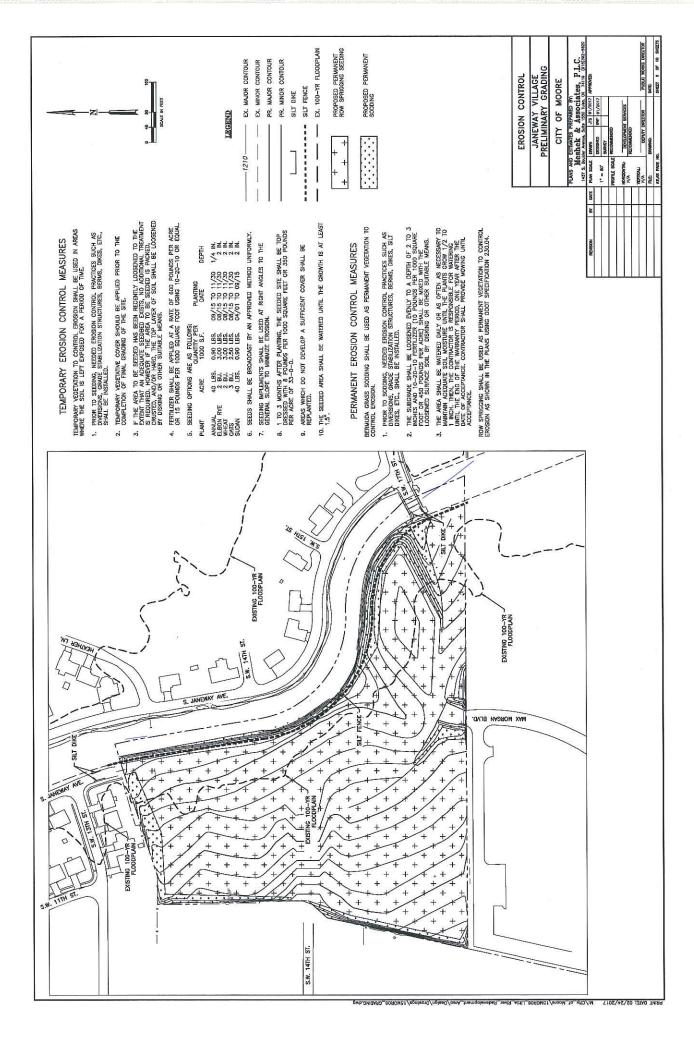
- 띪 WORK REQUIRED FOR THE COMPLETION OF THE PROJECT BUT NOT SPECIFICALLY NOTED SHALL EINCLUDED IN THE PRICE BID FOR EARTHWORK.

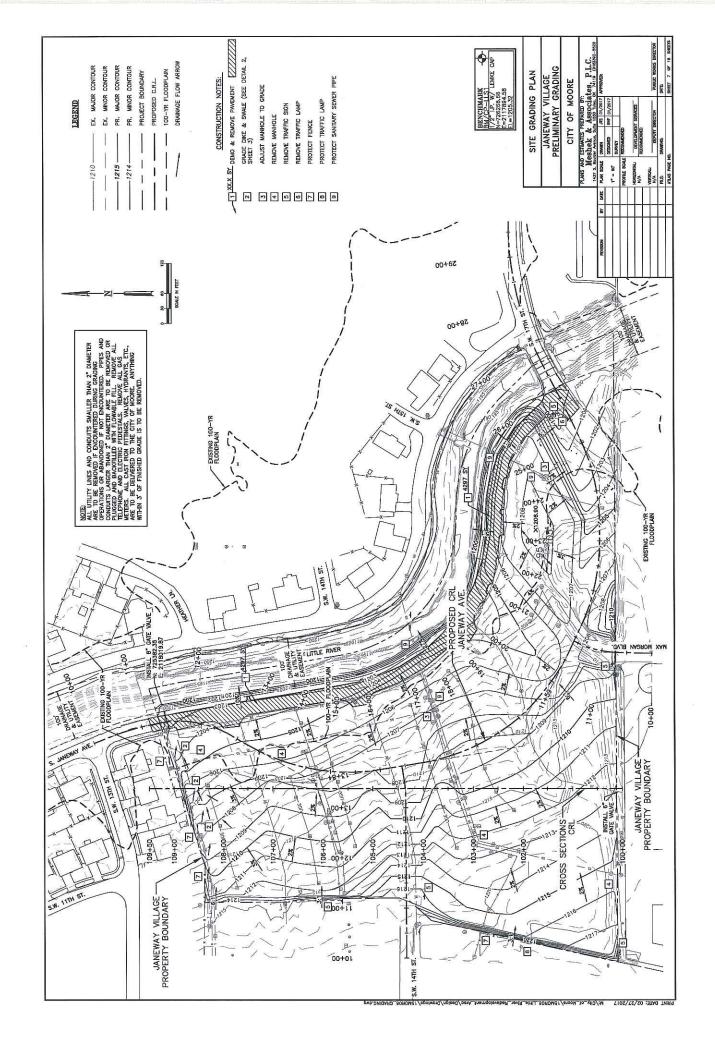
				QUANT	呈	S	QUANTITIES & NOTES
				JANE	X X	\ \ \ \	JANEWAY VILLAGE
				NELIM			ONINGO
				CIT	0	F	CITY OF MOORE
			Meshek 1457 S. Builder Awards.	PLANS AND ESTIMATES PREPARED BY: Meshek & Abbocia 1437 S. Buider America, Suita 1550 Tules,	AB Re 188	RED BY SOCIA	Meshek & Associates, P.L.C. Bulder Aware, Sale 1550 Toles, Or 74110 (918)392-9320
П	Ì	DATE	PLAN SCALE DRAWN	DIRAWN	Ę	01/2017	JTS 01/2017 APPROVED:
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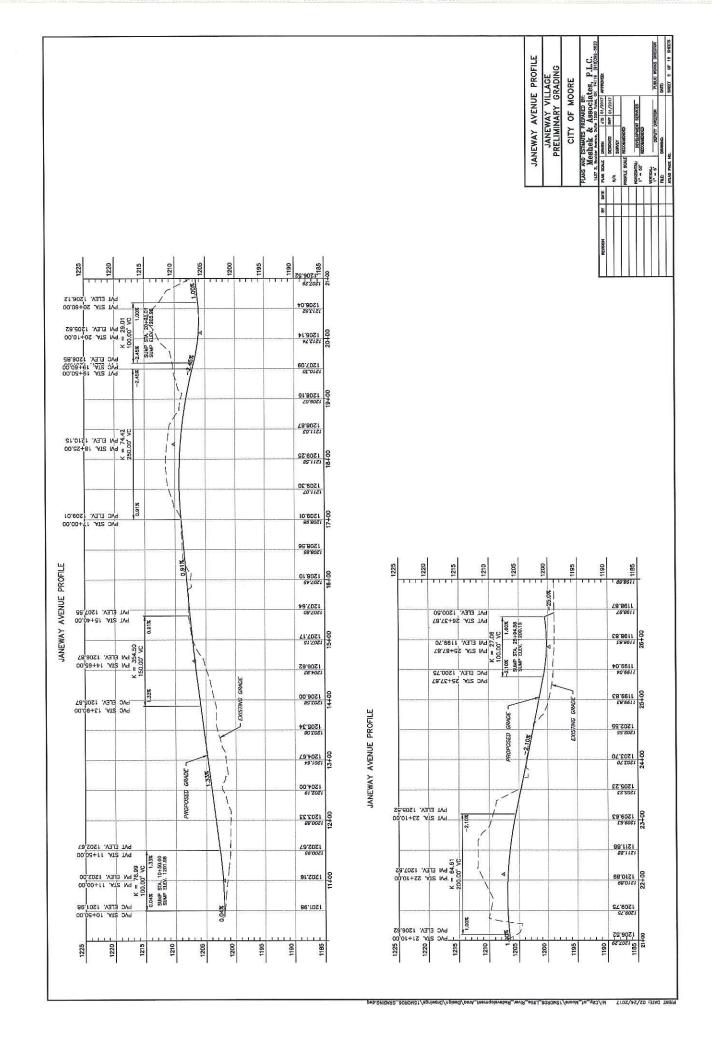


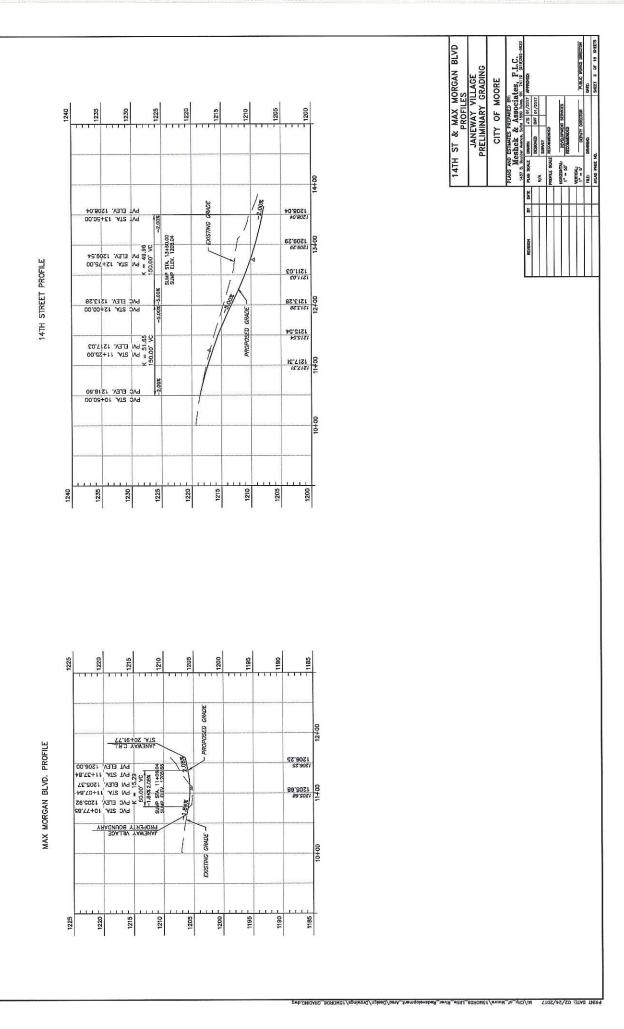


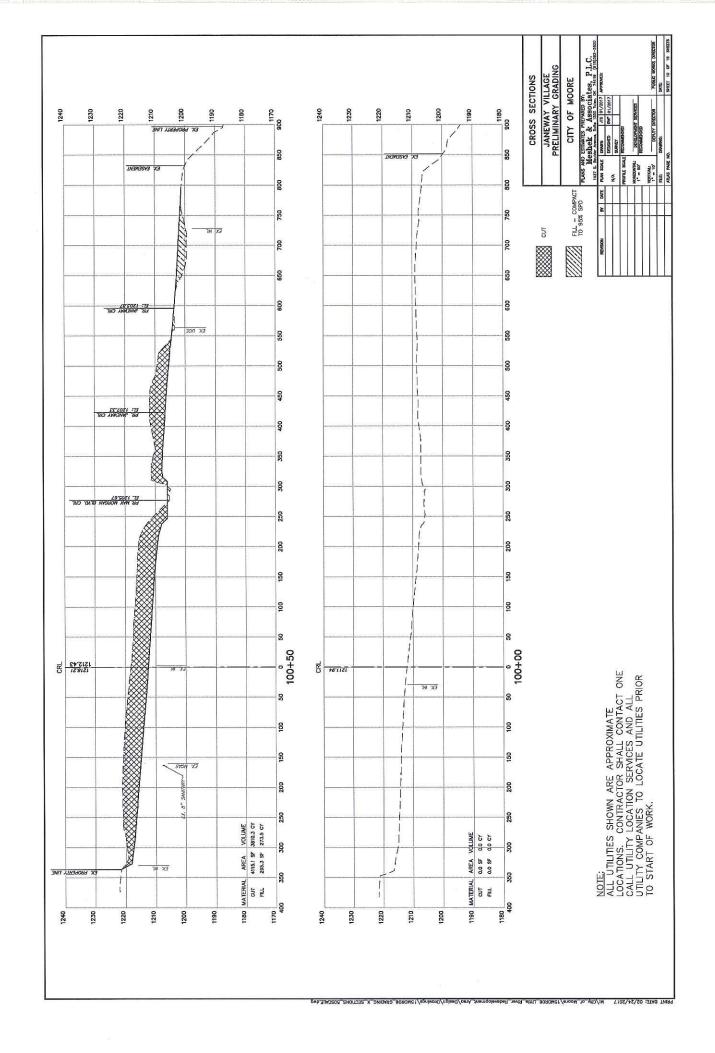
#### A STORM WATER POLLUTION PREVENTION PLAN (SWEPP) IS REQUIRED TO COMPLY WITH THE OKLAHOWA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REQUIRED TO COMPLY WITH THE OKLAHOWA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REQUIRED TO THE JOB DURING THE DESIGN PHASE, CONFIRMED IN THE PROPESS AND MANUALBLE ON THE JOBS SITE ALONG WITH COPPLES OF THE NOTICE OF INSTRUCTIONS AND MANUALBLE ON THE JOBS SITE ALONG WITH COPPLES OF THE NOTICE OF INSTRUCTION OF THE PROJECT HAVE BEEN TILED WITH THE OKLAHOWA DEPARTMENT OF ENVIRONMENTAL OWALITY (ODEQ). THE PROJECT HAS SHOWN THE PROJECT WASTER DEPARTMENT OF THE PROJECT WASTER DEPARTMENT OF THE SWEPP LIE, BORGAND PITS, WORK ROAD, SIPSONA, SITES, ASPHALT/CONDRETE PLANTS, ETC. THE BASIC GOAL, OF STORM WATER DISCHARGES, SINDRE TRANSVE WATER OLUTION DISCHARGES SOILS AND THE PRESENCE OF HAZARDOUS MATERIAL USED IN THE OKNSTRUCTION PROJECTS. THE PRESENCE OF HAZARDOUS MATERIAL USED IN THE DISCHARGES THE INTERCEPTION OF THESE SPENCE OF MATERIAL USED IN THE NARRANGE AND OR THE INTERCEPTION OF THESE POLLUTIANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION. STORM WATER MANAGEMENT PLAN PUBLIC WORKS DIRECTOR MAINTENANCE AND INSPECTION: ALL ESCOIGN AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTION UNTIL AN ACCESSARY REARS SHALL BE PERFORMED ROLD EN PAY 7 CANDIAR DAYS THE CONTRACTION AND ANY DECESSARY REARS SHALL BE PERFORMED ROLD EN PAY NOW—FREEZING RAIN GAUGE TO BE LOCATED ON SITE POTENTIALLY REDOBLE AREAS, DRAINAGEWAYS, WATERIAL STORAGE, STRUCTURAL DENOTES, CONSTRUCTION ENTRANCES, AND EXIST, ALDNÓ WINDED FROSEDOM AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED. CONTRACTOR CONTRACTOR'S RESPONSIBILITY FOR WORK ENVIRONMENTAL PROTECTION ENVIRONMENTAL PROTECTION STORAGE AND HANDLING OF MATERIAL STORAGE AND HANDLING OF MATERIAL STORAGE MATERIAL MANAGEMENT OF BE OBSERVED STORM WATER MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL EMPORAGE SEDIMENT CONTROL STORM WATER MANAGEMENT PLA PLAIS AND ESTIMITES PREPARED ST. MESIDER & ASSOCIATES, P.L.C. KET S. Boulder Amend, Bate 1200 Union, Taxing (2019)22-1 THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED: WASTE MATERIALS: PROPER MANDERSHALD DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS STOCK THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MESSHES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES. HAZARDOUS MATERALS: PROPER MANGERENT AND DISPOSAL OF HAZARDOUS WASTE MATERAL IS REQUIRED. THE CONTRAPROPER MANGERENT AND DISPOSAL OF HAZARDOUS WASTE MAD FEDERAL IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMINONS, STATE AND FEDERAL RECULATIONS TO ENSURE CORRECT HANDIONIG, DISPOSAL, SPILL PREVENTION AND CLEAVUP MEASURES, EXMAPLES INCLUDE BUT ARE NOT LIMITED TO: POANTS, ACIDS, CLÉMING SOLVENTS, CHAMICAL ADDITIVES, CONRESTE QUEING COMPOUNDS AND CONTAMINATED SOILS. JANEWAY VILLAGE PRELIMINARY GRADING CITY OF MOORE DEVELOPNENT SERVICES RECOMMENDED DEPUTY DIRECTOR FILE DI ATLAS PAGE NO. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING: HORZONTAL: S DATE EROSION AND SEDIMENT CONTROLS "ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ, WATER QUALITY DIVISION, SEPTEMBER 13, 2012. BONDING REQUIREMENTS FINAL CLEANING UP STORM WATER MANAGEMENT PLAN IN ADDITION: 103.05 104.10 104.12 104.13 106.08 107.01 220 221 NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE BINGINEER. LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN DIVERSION, INTERCEPTOR OR PERIMETER SWALES DIVERSION, INTERCEPTOR OR PERIMETER DIKES PERMANENT SODDING, SPRIGGING OR SEEDING HAUL ROADS DAMPENED FOR DUST CONTROL PAVED DITCH W/ DITCH LINER PROTECTION TEMPORARY BRUSH SEDIMENT BARRIERS EXCESS DIRT ON ROAD REMOVED DAILY PRESERVATION OF EXISTING VEGETATION TEMPORARY DIVERSION CHANNELS X TEMPORARY STREAM CROSSINGS TEMPORARY SEDIMENT REMOVAL TEMPORARY SEDIMENT FILTERS TEMPORARY SEDIMENT BASINS TEMPORARY SEDIMENT TRAPS STABILIZED CONSTRUCTION TEMPORARY SLOPE DRAIN SOIL RETENTION BLANKET TEMPORARY SILT FENCE TEMPORARY SILT DIKES TEMPORARY FIBER LOG INLET SEDIMENT FILTER VEGETATIVE MULCHING STABILIZATION PRACTICES: TEMPORARY SEEDING ROCK FILTER DAMS SANDBAG BERMS OFFSITE VEHICLE TRACKING: STRUCTURAL PRACTICES: RIP RAP $\times \times \times$ SOIL PROJECT DESCRIPTION: SITE GRADING FOR FUTURE ROADWAY AND DEVELOPMENT. KIRKLAND-PAWHUSKA COMPLEX, NORGE 2. UPON COMPLETION OF WORK, SOD & SEED ALL DISTURBED R-3-W, STATE OF OKLAHOMA, CLEVELAND COUNTY, CITY OF MOORE. 14.7± ACRES IN THE CENTER OF THE SOUTHEAST PROJECT LIMITS: A TRACT OF LAND IN THE SE/4 OF SECTION 22, T-10-N, 1. INSTALL SEDIMENT CONTROL (SILT FENCE & SILT DIKE) AREAS, REMOVE ALL TEMPORARY EROSION CONTROL RENFROW-HUSKA COMPLEX. COMPLEX, PORT COMPLEX DESCRIPTION LATITUDE & LONGITUDE OF CENTER OF PROJECT: N35'19'27", W97'29'56" CORNER THAT RUNS ADJACENT TO LITTLE RIVER ⊠ □ 9 9 SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES: PRIOR TO COMMENCEMENT OF WORK YES 🗆 YES 🔯 NAME OF RECEIVING WATERS: LITTLE RIVER 14.7 ACRES SOIL TYPE: AREA TO BE DISTURBED: OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE) SENSITIVE WATERS OR WATERSHEDS: 303(d) IMPAIRED WATERS: MAXIMUM ACRES TO BE DISTURBED AT ANY ONE TIME: (FOR CONTRACTOR USE)

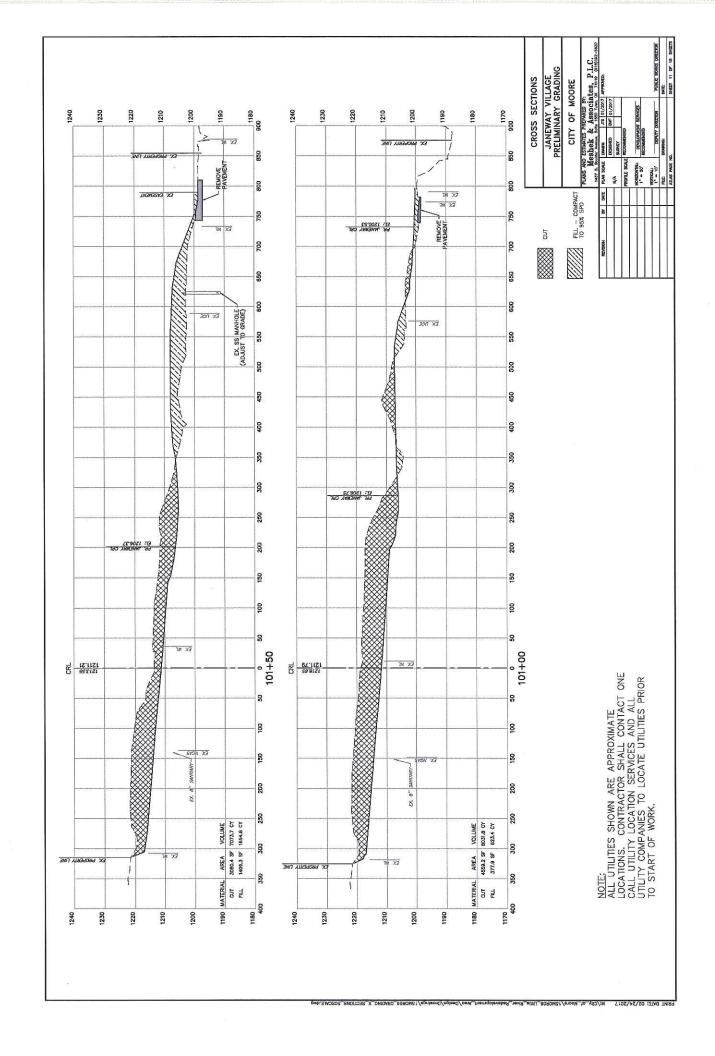


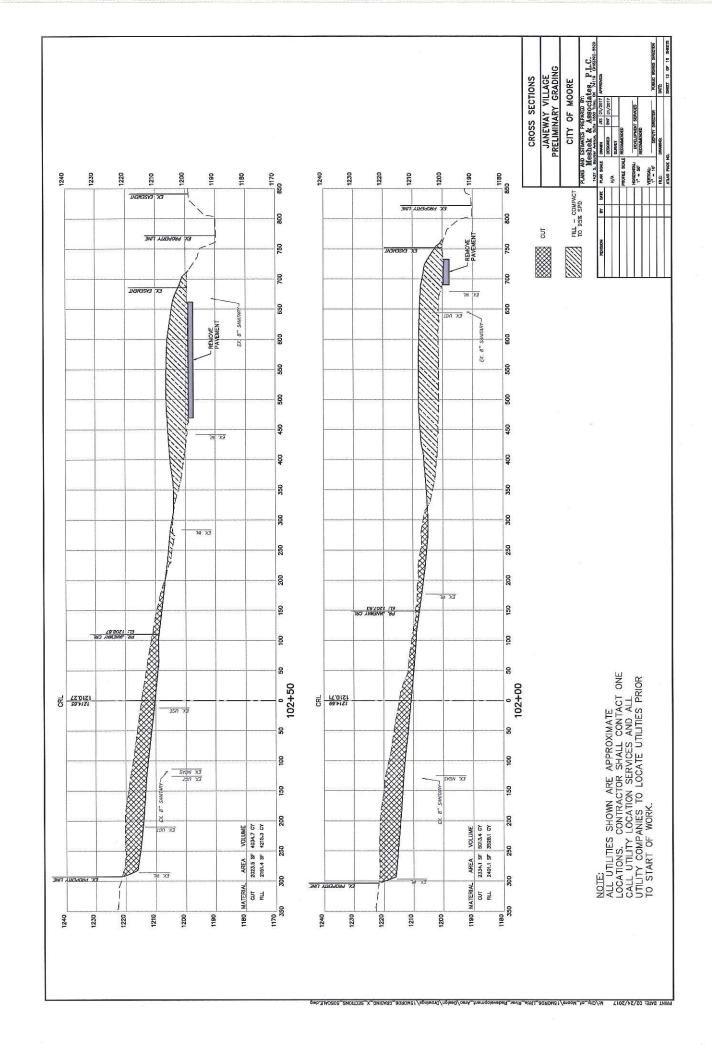


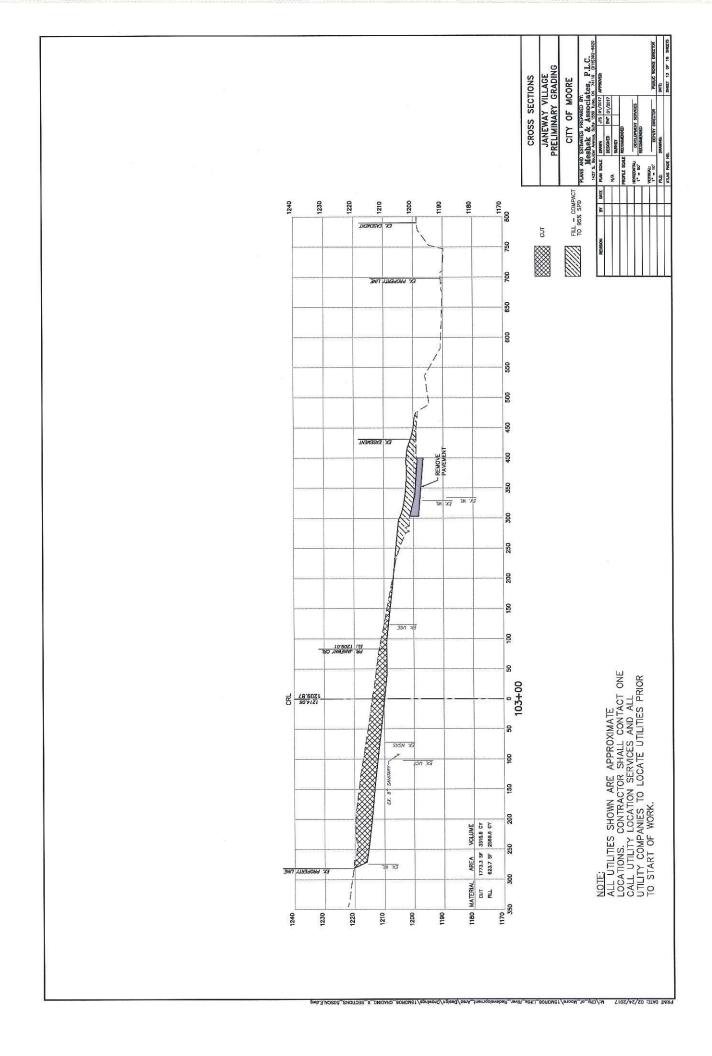


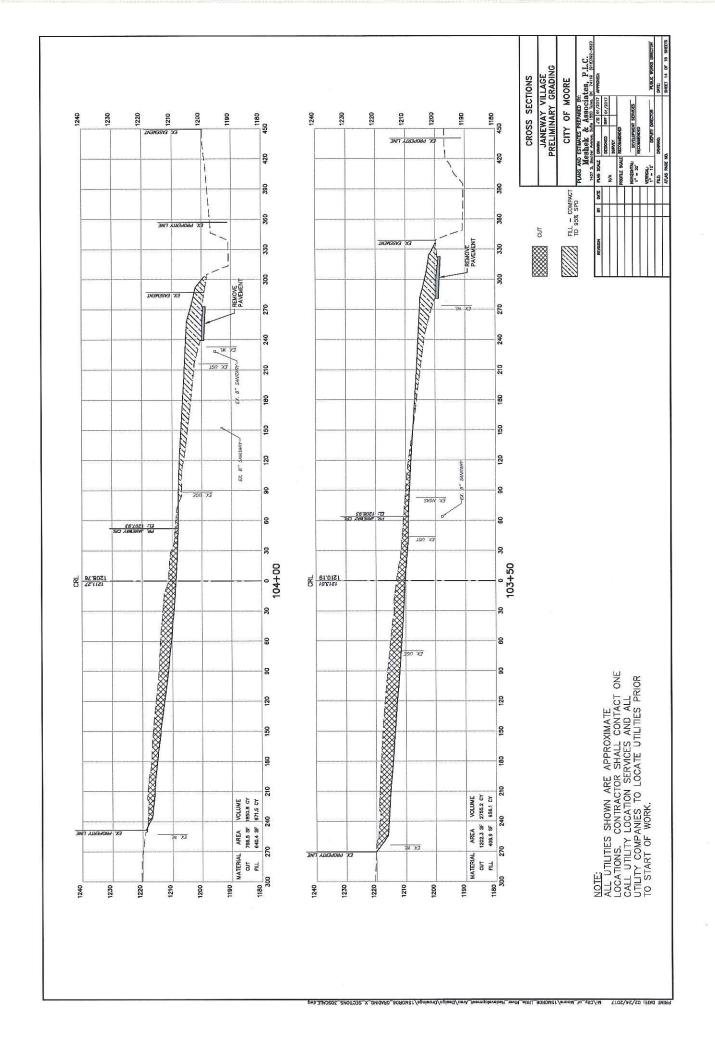


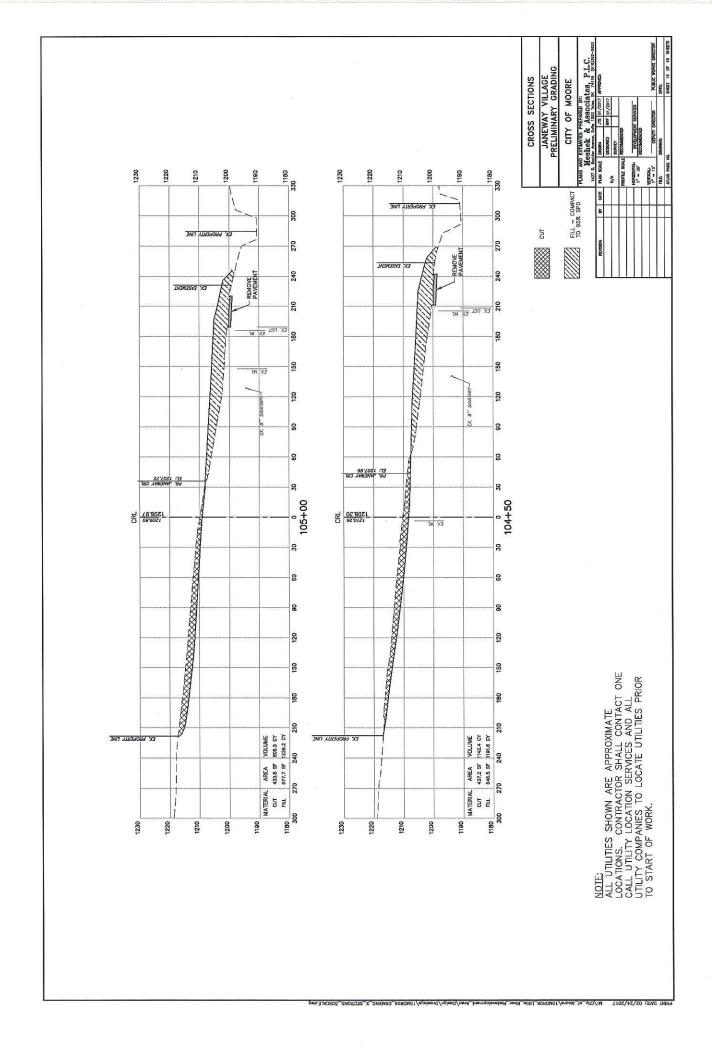


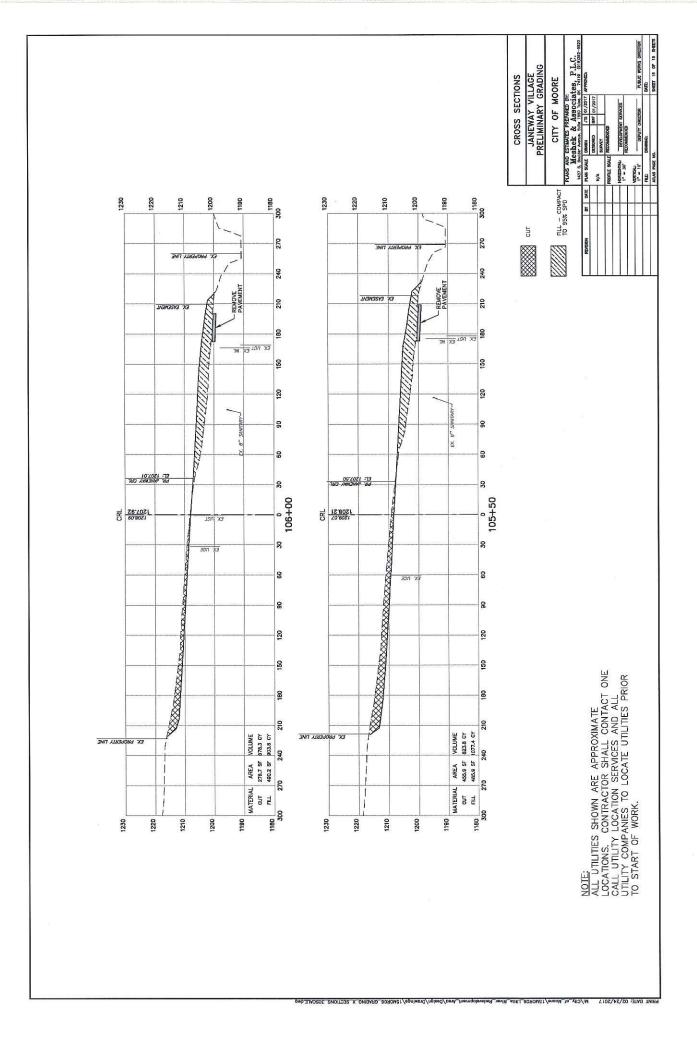


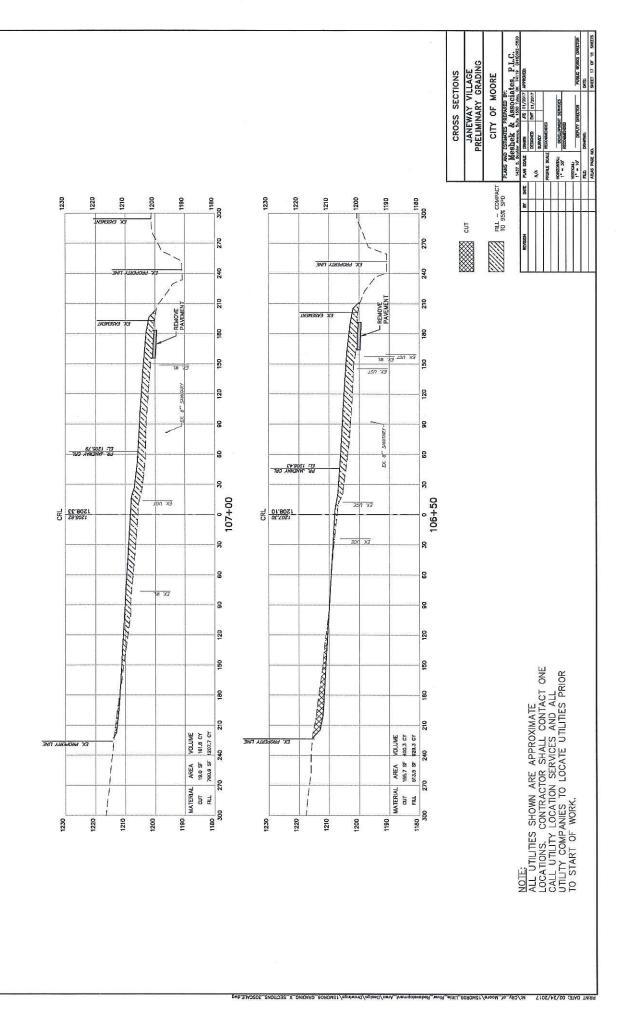


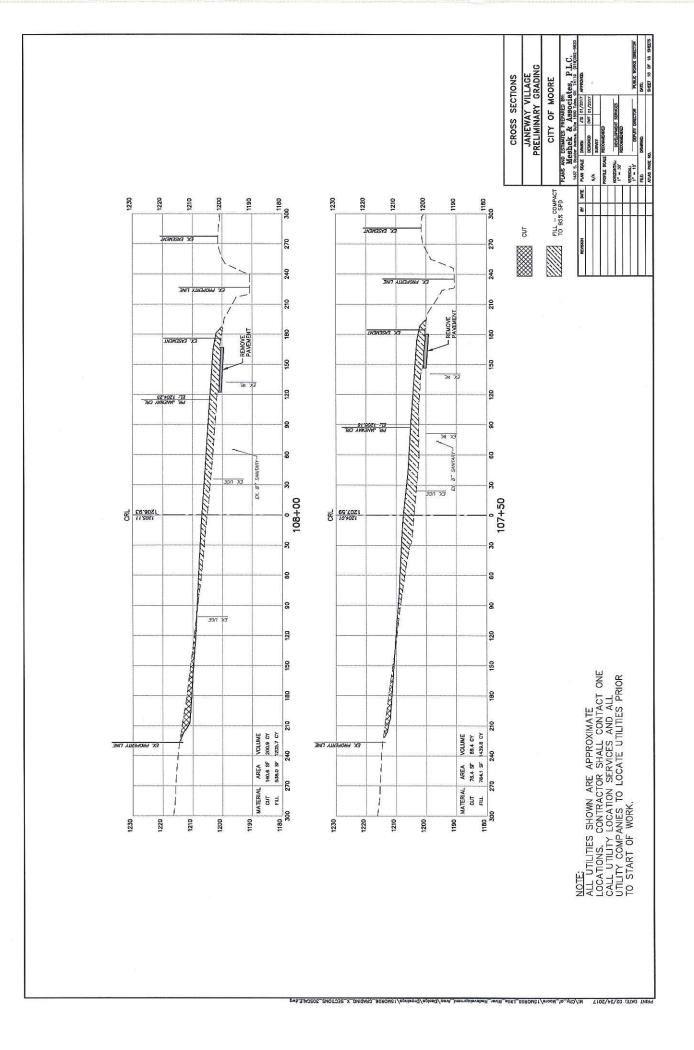














### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2017

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 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).

certificate holder in lieu of such endorsement(s).										
PRODUCER Marsh USA Inc.	NAME:									
One Towne Square, Suite 1100	PHONE									
Southfield, MI 48076	E-MAIL ADDRESS:									
Attn: detroitgroupcaptive.certrequest@marsh.com					NAIC#					
CN116-647-0GAW-17-18	INSURER A: Zurich American Insurance Company 16535				16535					
INSURED	INSURER B:									
Silver Star Construction Company Inc. 2401 S Broadway	INSURER C:									
Moore, OK 73160	INSURER D :									
8	INSURER E :									
	INSURER F :									
COVERAGES CERTIFICATE NUMBER:		483190-06		REVISION NUMBER:6						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CO DED BY THE BEEN RED	ONTRACT E POLICIES OUCED BY I	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC	CT TO	WHICH THIS				
INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER	PO (MM	OLICY EFF W/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s					
A X COMMERCIAL GENERAL LIABILITY GLO9809602-02	04/0	01/2017	04/01/2018	EACH OCCURRENCE	\$	1,000,000				
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000				
				MED EXP (Any one person)	\$	10,000				
				PERSONAL & ADV INJURY	\$	1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	2,000,000				
X POLICY X PRO- LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000				
OTHER:				FIRE DAMAGE	\$	500,000				
A AUTOMOBILE LIABILITY BAP9809603-02	04/0	01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000				
X ANY AUTO				BODILY INJURY (Per person)	\$					
ALL OWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Per accident)	\$					
X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$					
1 - 10155				(1 or doordorit)	\$					
UMBRELLA LIAB OCCUR	100-11-100-1-100			EACH OCCURRENCE	\$					
EXCESS LIAB CLAIMS-MADE				AGGREGATE	s					
DED RETENTION \$					\$					
A WORKERS COMPENSATION WC9809601-02	04/0	01/2017	04/01/2018	X PER OTH-						
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  OFFICER/MEMBER EXCLUDED?  ONLY A STANDARD  OCENS (N.D. OLL WA. and MAN)	ic			E.L. EACH ACCIDENT	\$	1,000,000				
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE		1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below Puerto Rico, or the Virgin Islands	į.			E.L. DISEASE - POLICY LIMIT		1,000,000				
BECOMI TION OF OF ENVIROND SOLON				212. 2102.102 1 02.01 2.IIII1		W=17-3-2222				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  City of Moore Oklahoma, managers and employees are included as additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.										
CERTIFICATE HOLDER	CANCEL	LATION								
City of Moore 301 N Broadway Moore, OK 73160	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	AUTHORIZE of Marsh US	ED REPRESE SA Inc.	NTATIVE							
1	John C Hu	ırley		Lotte the	<_					



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the policy certificate holder in lieu of such endor				ndorse	ment. A sta	tement on th	is certificate does not o	onfer	rights to the
PR	DDUCER		(-)		CONTA NAME:	СТ				
	Marsh USA Inc. One Towne Square, Suite 1100				PHONE FAX (A/C, No, Ext): (A/C, No):					
	Southfield, MI 48076				E-MAIL ADDRE			(A/C, NO):		
	Attn: detroitgroupcaptive.certrequest@marsh.com				INSURER(S) AFFORDING COVERAGE					1110#
CN	116-647-0GAW-17-18				INSURE		NAIC #			
INS	URED					10000				
	Silver Star Construction Company Inc. 2401 S Broadway				INSURER B:					
	Moore, OK 73160					2001				
					INSURE					
					INSURE	ZODE-VOCO				
CC	OVERAGES CER	TIFI	CATE	NUMBER:	INSURE	-006483190-06		REVISION NUMBER:6		
(	THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POL	INSUI REME TAIN, ICIES.	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	THE INSURE OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE D. HERFIN IS SUBJECT TO	CT TO	WHICH THIS
INSF	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY			GLO9809602-02		04/01/2017	04/01/2018	EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s	500,000
								MED EXP (Any one person)	s	10,000
								PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000
	X POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							FIRE DAMAGE	\$	500,000
Α	AUTOMOBILE LIABILITY			BAP9809603-02		04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	s	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
_	DED RETENTION\$								s	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9809601-02		04/01/2017	04/01/2018	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		Does not apply to the Monopolistic				E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)			States (ND, OH, WA, and WY),				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below			Puerto Rico, or the Virgin Islands				E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES	CRIPTION OF OBERATIONS I OCATIONS WELLO									
City	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC of Moore Oklahoma, managers and employees are in	cluded	as addi	. 101, Additional Remarks Schedu itional insured for general liability an	i <b>le, may b</b> nd auto lia	e attached if mor bility as required b	re space is requirely written contract	ed) or written agreement, per policy te	erms and	conditions.
CE	RTIFICATE HOLDER				CANO	ELLATION				
C 3	ity of Moore 01 N Broadway loore, OK 73160				SHO	ULD ANY OF 1 EXPIRATION	DATE THE	ESCRIBED POLICIES BE CARREOF, NOTICE WILL E Y PROVISIONS.		
						RIZED REPRESER I USA Inc.	NTATIVE	_		
	i i				John C	Hurley		Let 1h		



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2017

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.

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	certificate holder in lieu of such endorsement(s).				o cortinicato de	oco not comer	rights to the			
	RODUCER	NA NA	CONTACT Shawn Warren							
	niversal Insurance Agency	PH (A	PHONE (A/C, No, Ext): (405) 799-3311 FAX (A/C, No): (405) 799-3330							
17	700 N. Broadway St.		E-MAIL ADDRESS: shawn@universalinsurance.com							
			INSURER(S) AFFORDING COVERAGE NAI							
-	loore OK 73160	IN	INSURERA Great American Ins Companies							
	ISURED		INSURER B: Charter Oak Fire Ins 2563							
	ilver Star Construction Co	IN	INSURER C:							
24	401 S Broadway	IN:	SURER D :							
		INS	SURER E :							
_	oore OK 73160		SURER F:							
_	OVERAGES CERTIFICATE I	NUMBER:17/18 Master	r		REVISION NUM	MBER:				
		HE INSURANCE AFFORDED	HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD ON OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS RDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, VE BEEN REDUCED BY PAID CLAIMS.							
INSF	ADDI SURP		POLICY EFF	POLICY EXP (MM/DD/YYYY)	3.					
	COMMERCIAL GENERAL LIABILITY	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS				
	CLAIMS-MADE OCCUR				DAMAGE TO RENTE PREMISES (Ea occu	ED				
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	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREG	ATE \$				
	POLICY PRO- JECT LOC				PRODUCTS - COMP.	OP AGG \$				
	OTHER: AUTOMOBILE LIABILITY					\$				
					COMBINED SINGLE (Ea accident)	LIMIT \$				
	ANY AUTO ALL OWNED SCHEDULED				BODILY INJURY (Per	r person) \$				
	AUTOS AUTOS NON-OWNED				BODILY INJURY (Per	CONTRACTOR OF THE PARTY				
	HIRED AUTOS AUTOS				PROPERTY DAMAGE (Per accident)	E \$				
	X UMBRELLA LIAB					\$				
_	EXCESSIVAR				EACH OCCURRENCE	E \$	5,000,000			
A	CLAIMS-MADE	WW.F.F.R.A. 3.4			AGGREGATE	\$	5,000,000			
	WORKERS COMPENSATION	PUU5578139	5/19/2017	5/19/2018	DEB	\$				
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE  Y/N				PER STATUTE	OTH- ER				
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			-	E.L. EACH ACCIDENT	T \$				
	if yes, describe under DESCRIPTION OF OPERATIONS below			-	E.L. DISEASE - EA EI	MPLOYEE \$				
В	Tanada Barana			-	E.L. DISEASE - POLIC	CY LIMIT   \$				
_	O.	T6606F385008COF	5/19/2017	5/19/2018	\$550,000 per item					
DESC	SCRIPTION OF OREPATIONS / LOCATIONS / LOCATIONS									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Moore Contract for Public Works.										
CEE	RTIFICATE HOLDER									
J_[	ANTI TOATE HOLDER	CA	NCELLATION							
	City of Moore 301 N Broadway Moore , OK 73160	11	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	and the second s	AUTI	HORIZED REPRESEN	TATIVE						
		s G	Geoffray/WAR	RSH (	Q. S.	Ser	The same			
	and the second s									

### SAM Search Results List of records matching your search for: Record Status: Active DUNS Number: 065509069

Functional Area: Entity Management, Performance Information

**No Search Results** 

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### **SAM Search Results** List of records matching your search for:

Search Term: Silver\* Star\* Construction\* **Record Status: Active** 

EXCLUSION SILVER STAR CONSTRUCTION, LLC

DUNS: 827563391 CAGE Code: 54YL9

Classification: Firm Address: 2505 SW 19TH ST

City: BLUE SPRINGS

State/Province: MISSOURI ZIP Code: 64015

Excluding Agency: VETERANS AFFAIRS DEPARTMENT OF Country: UNITED STATES

Termination Date: Sep 25, 2017 Activation Date: Mar 1, 2012

**EXCLUSION SILVER STAR CONSTRUCTION, LLC** 

Status: Active

Status:Active

DUNS: 827563391 CAGE Code: 54YL9

Address: 2505 SW 19TH ST Classification: Firm

City: BLUE SPRINGS

State/Province: MISSOURI ZIP Code: 64015-8830

**Excluding Agency: VETERANS AFFAIRS** Country: UNITED STATES

DEPARTMENT ÓF

Termination Date: Sep 25, 2017 Activation Date: Mar 1, 2012

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