# AGREEMENT BETWEEN THE CITY OF MOORE, OKLAHOMA AND CABBINESS ENGINEERING FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 6, 2015 ("Effective Date") between

City of Moore, Oklahoma ("City")

and

Cabbiness Engineering ("Engineer").

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

Services of the Engineer and the Engineer's subcontractors under this Agreement are generally identified as follows, but not limited to: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, and construction engineering including construction management and inspection, and materials testing.

# Article I. Period of Service

This agreement shall be in effect from September 8, 2015 to September 8, 2016. This agreement may be extended on a year to year basis for up to an additional three (3) years at the same rates by notifying the Engineer sixty (60) days prior to termination and acceptance by the Engineer thirty (30) days prior to termination. If one or both parties fail to notify of intent to renew before the expiration of the agreement, by agreement of both parties the agreement may be renewed within 180 days from expiration.

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

(a) Project scopes and schedules will be defined for each project through a Work Order system

- utilized by the City.
- (b) In general, selected firms will be utilized on a round robin basis. The City has established two (2) round robin categories:
  - (i) On demand, spot engineering services for tasks requiring short term resolution with a pay rate of \$117.50 an hour.
- (c) General engineering services will be on a task order system defined by the City.
- (d) The City reserves the right to assign a specific firm a set of projects which are interconnected;
- (e) The firm to be utilized for a specific project will have five (5) business days to provide a line item quote and delivery schedule for the project;
  - (i) The firm may pass on submitting a scope, cost and schedule two (2) times during the Agreement period by notifying the Project Supervisor within twenty-four (24) hours of the request from the City;
  - (ii) A pass results in the firm being placed at the bottom of both round robin lists;
  - (iii) A third pass terminates the Agreement automatically.
- **Section 1.03** Project implementation will occur immediately upon the issuance of a Work Order specific to the project.
  - (a) Engineer shall complete its services within the time period defined in the Work Order for the specific project.
- **Section 1.04** At the discretion of the City's Project Supervisor all or any of the selected firms may be required to attend a weekly meeting of the CDBG-DR construction team.

## Article II, Termination

- **Section 2.01** The obligation to continue performance under this Agreement may be terminated by the City for convenience if:
  - (a) CDBG-DR funds are no longer available to the City;
  - (b) The City finds the Engineer's services are no longer needed.
- Section 2.02 The obligation to continue performance under this Agreement may be terminated for cause, by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms:
  - (a) Substantial failure shall include:

- (i) Failure by the Engineer to deliver all products of work on time, on budget and to the quality level required by the Engineer's professional license, the Agreement, and the applicable scope of work;
- (ii) The Engineer's pass on a third request for services under the round robin system utilized by the City;
- (iii) Failure by the Engineer to utilize Minority Owned (MOB), Women Owned (WOB) or Section 3 Owned (Section 3) businesses named in the Engineers response to the Request for Qualifications to the greatest extent feasible. The following businesses were specifically included in the Engineer's proposal:
  - 1.) Enercon Services, Inc.
  - 2.) L. Eads, LLC
  - 3.) Lemke Land Surveying
  - 4.) Traffic Engineering Consultants (TEC)
  - 5.) White Engineering Associated (WEA)
- (iv) In the event the Engineer is debarred by the Federal government from Federal contracts;
- (v) Failure by the City to pay Engineer for its services as provided in the Agreement;
- (vi) Upon seven days written notice if City demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
- (b) In the event of any termination under Section 2.02(a)(i-vi), the Engineer will be entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- (c) Cures
  - (i) If the Engineer is debarred under Section 2.02(a)(iv) there is no cure;
  - (ii) If an Engineer's sub-contractor is debarred under Section 2.02(a)(iv), the City shall permit, upon written request of the Engineer, a thirty (30) day period in which the Engineer may obtain a replacement sub-contractor providing:
  - The replacement sub-contractor meets the qualifications and requirements of the original request for qualifications;
  - 2) The unit costs (labor and expenses) for the replacement sub-contractor do not vary more than

five percent (5%) from the contract costs for the debarred contractor;

- The City agrees to the replacement sub-contractor.
- (iii) If the Engineer passes for a third time under Section 2.02(a)(ii) there is no cure;
- (iv) If the Engineer is cited by the City in its termination letter to Section 2.02(a)(i iii vi) the Engineer will contact and work with the City to correct the deficiency within ten (10) business days of the Engineer's receipt of the termination letter;
- (v) If the City fails to pay the Engineer under Section 2.02(a)(v), the City may cure by providing payment within thirty (30) business days.

# Article III. Successors, Assigns, and Beneficiaries

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

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

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

## Article IV. General Considerations

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

connection with Engineer's services.

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

**Section 4.02** Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

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

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

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

- (a) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
- (b) The Engineer shall indemnify and hold the City and the City's officers and employees harmless

from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Engineer, its employees and its consultants in the performance of professional services under this Agreement. The Engineer's duty to indemnify the City under this provision shall be limited to the available proceeds of insurance coverage; and

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

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

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

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the City or the City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to the Agreement or to the Project.

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

## Article V. Records

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

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

# Article VI. Applicable Laws and Regulations

Section 6.01 The Agreement is governed by:

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

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

that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence.

Section 6.03 The City acknowledges that such documents are not intended or represented to be suitable for use on the specific project unless completed by Engineer or for use or reuse by the City or others on extensions of the specific project, or for any other use or purpose, without written verification or adaption by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer.

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

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

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

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

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

Section 6.07 City and Engineer agree to negotiate each dispute between them in good faith during the 7 days after the notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

## Article VII. Total Agreement

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

Section 7.02 The following are expressly incorporated attachments:

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

# Article VIII. Basis for Payment and Payment Procedures

#### Section 8.01 Invoices

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

#### Section 8.02 Payment

(a) The Engineer will be paid based on benchmarks established by the Work Order, delivery schedule and line items submitted by the firm.

- (b) Invoices are due and payable within 30 days of receipt.
- (c) If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.
- (i) City waives any and all claims against Engineer for any such suspension.
  IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:	ENGINEER:
	Want Callmin
Alex Lend Mayor	BY: J. BRET CABBINESS
Title: Mayor	Title: PRESIDENT
Date Signed: 9-8-15	Date Signed: August 28, 2015
Deputy City Clerk,	Engineer License or Firm's Certificate
Linda Stewart Smala Stewart	Number: OKIAHOMA C.A. # 5714
City Attorney,	
Randy Brink / andy Comp	
Address for giving notices:	Address for giving notices:
Jared Jakubowski	
City of Moore	
Capital Planning & Resiliency	
301 N. Broadway	
Moore, Oklahoma 73160	

# Attachments

Exhibit A - Scope of Services

Exhibit B – Executed Work Order (Sample)

Exhibit C - Rate Schedule

Exhibit D - Insurance Requirements

Attachment A – Section 3 Reporting (Forms)

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

# Exhibit A: Scope of Services

Services of the Engineer and the Engineer's subcontractors under this Agreement are generally identified as follows, but not limited to: vertical structure engineering, environmental and traffic studies, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering, design survey, construction surveying, and construction engineering including construction management and inspection, and materials testing.

# Exhibit C: Rate Schedule

Labor Position	Rate Per Hour
Principal	\$155.00
Engineer	\$135.00
Engineering Intern	\$98.00
Designer	\$85.00
CADD Technician	\$65.00
CADD Draftsman	\$45.00
Summer Intern	\$35.00
Clerical	\$35.00

Expense	Rate
	•
	+

# Exhibit D: Insurance Requirements

#### Required Insurance Limits and Coverages for Engineer

Commercial General Liability \$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

\* Must include coverage for blanket contractual liability

for the obligations assumed under contract

Comprehensive Automobile Liability \$1,000,000 Combined Single Limit Each Occurrence

\* Coverage must extend to all owned, non-owned, leased,

hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed

under contract

Workers' Compensation Statutory Limits where Services are to be performed

\* Must include coverage for Longshoremen's and Harbor

Workers' Compensation, if applicable, and coverage for

Federal Employers' Liability Act, if applicable

Employer's Liability \$1,000,000 Each Occurrence

\$1,000,000 Disease per Employee

\* \* An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits

Professional Liability \$1,000,000 Each Claim

(If applicable)

\$2,000,000 General Aggregate

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

#### Certificate Holder and Endorsement Requirements

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

#### Other requirements

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

Attachment A: VDR 05 SECTION 3:

Contractor Package: SECTION 3 BROCHURE

http://portal.hud.gov/hudportal/HUD?src=/program offices/fair housing equal opp/section3/section3brochure

# VDR 05-A Instructions: New Hire Weekly Summary

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

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

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

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

#### INSTRUCTIONS FOR EMPLOYERS:

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

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

#### INSTRUCTIONS FOR EMPLOYERS:

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

3. Indicate the Job Category using the following codes:

 Professionals
 P

 Technicians
 TE

 Office and Clerical
 OC

 Sales
 S

 Trades
 TR

 Labor
 L

 Service Workers
 SW

 Other
 Other

- 4. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing where indicated below.
- 5. Developers and contractors are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on Section 3 covered project. Completed forms must be submitted with each week. A summary report must be submitted at the end of each calendar year for the calendar year, or before the final draw if less than a calendar year.
- 6. Submit completed form and provide supporting documentation at the Draw request.

# VDR 05-B Section 3 New Employee Form

## Self-Certification

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

Name:		·	
Home Address:			
Number of Individuals Living in Your Household Including Yourself:			
ART 2:			
re you a resident of the Ci JYES – Continue to			
□ NO – Sign at the B			
ART 3:			
the dollar amount provide household, and sign and control of the second size, then put y	ed below for your household size, then check to late the form at the bottom.  ross income in the last twelve months WAS Over initials here and SKIP to the bottom.	we last twelve months was NO GREATER than the box next to the number of members of your were the dollar amount provided below for your own of the page, and sign and date the form.	
Check Here If:	# of People in Household:	Gross Income Is No Greater Than:	
	1	\$36,150	
	2	\$41,300	
	3	\$46,450	
	4	\$51,600	
	5	\$55,750	
	6	\$59,900	
7 \$64,000		\$64,000	
	8	\$68,150	
I affirm that the above statem	ents are true, complete, and correct to the best of	f my knowledge andbelief.	
Signature			
Printed Name			

# VDR 05-C Section 3 New Hire Weekly Summary

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

Week Start Date		Week End Date		
Work Order Number				
Project Address				
General Contractor Name				
Name of Firm Completing this Form				
The Firm Completing this Form is a: (Check One)	General Contractor	Subcontractor		Professional Services Consultant
Did the Firm Hire Any Full or Part laborers during the Week?	Time employees or Day	Yes 🗆		No 🗆
If the answer is NO, sign and date If the answer is YES, complete the		sign, date, and subm	it.	

		NEW HIRE MATRIX	X	
	Name of New Hire	Address	Section 3 Eligible?	Labor Category See Instructions
			Enter: YES, NO, or No Info Provided	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.			46	×
10.				
	I affirm that the above statement	nts are true, complete, and correct	to the best of my knowledge and b	elief.
	Signature			
	Printed Name			
	Title			
	Date			

## VDR 05-D Business Certification Instructions

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

# The package consists of:

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

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

# VDR 05-E Business Certification Questionnaire

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

IVIII			
Business Name			
Contact Name			
Business Address			
Phone		E-mail	
Work Order Number			
Project Address			
General Contractor Name			
The Firm Completing this Form is a: (Check One)  General Contractor		Subcontractor	Professional Services Consultant
Please	answer each of the	following question	ns
Is your business currently of Business by a housing author	certified as a Section 3	☐ YES	□ NO
Is your business (51% or more whose household incomes a Median Income (AMI)? See page.	re) owned by individuals re below 80% of Area	☐ YES	□ NO
Is your business (51% or mor housing authority?	e) owned by residents of	☐ YES	□ NO
Do 30% (or more) of your full tir have household incomes that a Median Income (AMI)? See char	re BELOW 80% of Area	☐ YES	□ NO
Are 30% (or more) of your full-ti residents of a local housing aut	me, permanent employees	☐ YES	□ NO
Will you sub-contract more that any business that has any of the the preceding questions?		☐ YES	□ NO
	tements are true, complete,	and correct to the best of	f my knowledge and belief.
Signature			
Printed Name			
Title			
Date			
Date			

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

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

<sup>\*</sup> COPY THIS FORM AS NEEDED \*

# Attachment B: Minority and Women Owned Business Reporting Form

Total Amount of Invoice	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

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

Signature	
Printed Name	
Position	
Date	



DATE (MM/DD/YYYY) 08/12/2015

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

ROD	UCER		CO NA	NTACT VIE:				
	sh Sponsored Programs		PHO	ONE No, Ext):800-33	8-1391		888-6	21-3173
a division of Marsh USA Inc. 701 Market Street, Ste. 1100				AIL DRESS: acecclie	entrequest(	marsh.com		
	Louis MO 63101			INS	URER(S) AFFOR	DING COVERAGE		NAIC #
			INS	URERA: Hartfo	d Accident	t & Indemnity Co		22357
	RED		INS	URERB: Hartfor	d Insuran	ce Co. of the Midwe:	st	37478
b	oiness Engineering, LLC		INS	URER C:				
3	12th Ave. SE, Suite 200 man, OK 73071		INS	URER D:				
L	man, OK 75071		INS	URER E :				
			INS	SURER F:				
٥ì			E NUMBER:			REVISION NUMBER:		
CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY F CLUSIONS AND CONDITIONS OF SUCH I	QUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITION OF THE INSURANCE AFFORDED B. LIMITS SHOWN MAY HAVE BE	ANY CONTRACT BY THE POLICIE EN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	CT TO	WHICH TI-
R	TYPE OF INSURANCE	ADDL SUB INSR WVI	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY	1-17	84SBWVO2140	07/15/2015	07/15/2016	EACH OCCURRENCE		00,000
	X COMMERCIAL GENERAL LIABILITY		Prof. Liab. Excl.		741	DAMAGE TO RENTED PREMISES (Ea occurrence)		00,000
	CLAIMS-MADE X OCCUR			MED EXP (Any one p	MED EXP (Any one person)	\$10,000		
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OF	PRODUCTS - COMP/OP AGG	\$2,000,000		
_	POLICY X PRO- JECT LOC		0.400000001.40	07/15/0015	07/15/2016	COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY		84SBWVO2140	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,0	00,000
	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)  BODILY INJURY (Per accident)	S	
	AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	S	
	X HIRED AUTOS X NON-OWNED AUTOS					(Per accident)	S	
_	- Juan Status		84SBWVO2140	07/15/2015	07/15/2016	EVOLUCIONE DE L'OC	-	00,000
	X UMBRELLA LIAB X OCCUR		04000002140	0,71372013	0.72072020	EACH OCCURRENCE		00,000
	EXCESS LIAB CLAIMS-MADE	0 / 1				AGGREGATE	\$9,0	00,000
_	DED X RETENTION \$ 10,000 WORKERS COMPENSATION		84WEGZF6796	07/15/2015	07/15/2016	X WC STATU- OTH-	3	
	AND EMBLOYEDS! LIABILITY			331)251,2350	71,000	X TORY LIMITS ER	s1 0	00,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	-	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		
						E.E. DIOLAGE - FOLIOT ENVIT	01,0	00,000

CERTIFICATE HOLDER	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.
City of Moore Attn: Mr. Jared Jakubowski 301 North Broadway Moore, OK 73160	St. Connelly

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DATE (MM/DD/YYYY) 08/12/2015

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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ce	rtificate holder in lieu of such endors			CONTACT		14.8 (11/24)	71310 GAY 10000	100 110	
15.50	UCER			NAME:			LEAX		
	sh Sponsored Programs Lvision of Marsh USA Inc.			PHONE (A/C, No, Ext):80	)-33	8-1391		888-6	21-3173
	Market Street, Ste. 1100			E-MAIL ADDRESS: acec	clie	entrequest(	marsh.com		
t.	Louis MO 63101		INS	SURER(S) AFFOR	DING COVERAGE		NAIC #		
				INSURER A : Bea	zle	y Insurance	e Company, Inc.		37540
ISUI	RED Diness Engineering, LLC			INSURER B:					
				INSURER C:				-5	
33	12th Ave. SE, Suite 200 nan, OK 73071			INSURER D:					
0.1.1	man, on roots			INSURER E:					
				INSURER F:					
THIN	IS IS TO CERTIFY THAT THE POLICIES DICATED, NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I	OF INS	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD	OF ANY CONTI	RACT LICIE	OR OTHER DESCRIBED	OCUMENT WITH RESPECT TO	CT TO	WHICH THIS
	CLUSIONS AND CONDITIONS OF SUCH	POLICIE ADDL SU	BRI						
R	TYPE OF INSURANCE	INSR W	VD POLICY NUMBER	(MM/DD/	YYY)	POLICY EXP (MWDD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	s	
	A CONTRACTOR OF THE PARTY OF TH						PERSONAL & ADV INJURY	S	
							GENERAL AGGREGATE	S	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	S	
j	POLICY PRO- JECT LOC						Control of the Control	S	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	
	ANY AUTO						BODILY INJURY (Per person)	s	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	s	
ď	NON-OWNED						PROPERTY DAMAGE (Per accident)	s	
	HIRED AUTOS AUTOS						(I-el accident)	s	
-	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	S	
	OLAINO-MADE						AGGREGATE	S	
-	DED   RETENTION S WORKERS COMPENSATION	-			_		WC STATU- TORY LIMITS ER	3	
	AND EMPLOYERS' LIABILITY VAN								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	S	
	If yes, describe under						E.L. DISEASE - EA EMPLOYEE		
_	DESCRIPTION OF OPERATIONS below	-	***************************************	27/25/	2015	07.400.4004.5		_	000 000
	Professional Liability		V15UFM150601	07/09/	2015	07/09/2016	Aggregate Deductible	\$1,	000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability  CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Att	V15UFM150601 ach ACORD 101, Additional Remarks	07/09/ Schedule, if more			7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	\$1, \$1,	
CE	RTIFICATE HOLDER			CANCELLA	rion	l .			
				THE EXPIR	ATIC	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
At 30	ty of Moore tn: Mr. Jared Jakubowski 1 North Broadway			AUTHORIZED RE	PRES				



# **Letter of Transmittal**

	28-Aug-2015 City of Moore Capital Planning and Re	Project No: Project:			
	301 North Broadway Moore, Oklahoma 73160				
Attn.:	Mr. Jared Jakubowski	CE Job No:	<u>#251</u>		
e are sen	ding you:	X Attached Under separate cover			
COPIES	DATE	DESCI	RIPTION		
2	28-Aug-2015	CDBG-Disaster Recovery Program Cor	ntract signed for execution		
ese are t	ransmitted as indicated to  For approval  For review and comme  For your use/record  As requested  For distribution		_ Approved as submitted _ Approved as corrected _ Not approved _ Revise and resubmit _ Returned for corrections		
Other:	- 1.00 1000 1000 1000 1000 1000 1000 100		_ Kololilod loi Gollollo		
emarks: File Copy to	: <u>#251</u>	By: J. Bref Cab	mut Caldhuines		
Copy to		Cabbiness 333 12th Aven Norman, Okla	s Engineering, IIc ue SE, Suite 200		

# **SAM Search Results** List of records matching your search for : Record Status: Active DUNS Number: 010896804

**Functional Area: Entity Management, Performance Information** 

ENTITY CABBINESS ENGINEERING Status:In Progress

DUNS: 010896804 +4: **CAGE Code:** DoDAAC:

Has Active Exclusion?: No Delinquent Federal Debt?: No Expiration Date: --

Address: 333 12TH AVE SE

City: NORMAN State/Province: OKLAHOMA Country: UNITED STATES ZIP Code: 73071-4923

July 20, 2015 3:22 PM Page 1 of 1



**DATE (MM/DD/YYYY)** 08/12/2015

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	ı endorsement(s).		
PRODUCER		CONTACT NAME:	
Marsh Sponsored Programs		PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-0	521-3173
a division of Marsh USA Inc 701 Market Street, Ste. 11		E-MAIL ADDRESS: acecclientrequest@marsh.com	
St. Louis MO 63101		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Hartford Accident & Indemnity Co	22357
INSURED Cabbiness Engineering, LLC		INSURER B: Hartford Insurance Co. of the Midwest	37478
Cappiness Engineering, LLC		INSURER C:	
333 12th Ave. SE, Suite 2 Norman, OK 73071	00	INSURER D:	
riorman, on ,50,1		INSURER E:	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE P	OLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PO	LICY PERIOD

Α	GENERAL LIABILITY		84SBWVO2140	07/15/2015	07/15/2016	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY		Prof. Liab. Excl.			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC						\$
А	AUTOMOBILE LIABILITY		84SBWVO2140	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
А	X UMBRELLA LIAB X OCCUR		84SBWVO2140	07/15/2015	07/15/2016	EACH OCCURRENCE	\$9,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$9,000,000
	DED X RETENTION\$10,000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		84WEGZF6796	07/15/2015	07/15/2016	X WC STATU- OTH- TORY LIMITS ER	
	AND EVIPLOYERS LIABILITY  Y / N  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?	N/A				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					E.L. DISEASE - POLICY LIMIT	\$1,000,000
1							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Community Developemnt Block Grant - Disaster Recovery Program

Community Developemnt Block Grant - Disaster Recovery Program - on demand civil engineering services. Engineeris Services under this Agreement are generally identified as follows: architectural engineering, environmental engineering, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering construction surveying, and construction engineering

CERTIFICATE HOLDER	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.
City of Moore Attn: Mr. Jared Jakubowski 301 North Broadway Moore, OK 73160	AUTHORIZED REPRESENTATIVE Self Connelly



DATE (MM/DD/YYYY) 08/12/2015

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	e terms and conditions of the policy, ertificate holder in lieu of such endors				ndorse	ment. A stat	tement on th	is certificate does not co	nfer rights to	) the
	etinicate noider in lieu of such endors Ducer	seme	π(S).	1	CONTA	СТ				
					NAME:			EAY		
	sh Sponsored Programs ivision of Marsh USA Inc.					o, Ext):000-33			88-621-317	3
	Market Street, Ste. 1100				E-MAIL ADDRE	<sub>SS:</sub> acecclie	entrequest(	@marsh.com		
St.	Louis MO 63101					INS	SURER(S) AFFOR	DING COVERAGE	NAI	IC#
					INSURE	RA:Beazle	y Insurance	e Company, Inc.	37540	
INSU					INSURE	RB:				
Cab.	biness Engineering, LLC				INSURE	RC:				
	12th Ave. SE, Suite 200 man, OK 73071				INSURE	RD:				
NOI	mair, on 75071				INSURE	RE:				
					INSURE	RF:				
COV	/ERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I ICLUSIONS AND CONDITIONS OF SUCH	QUIR PERT. POLIC	EMEI AIN, DES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC HEREIN IS SUBJECT TO	T TO WHICH	THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
								GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	POLICY PRO- JECT LOC								\$	
	AUTOMOBILE LIABILITY								\$	
	ANY AUTO								5	
	ALL OWNED SCHEDULED AUTOS							DDODEDT/ DAMAGE	\$	
	HIRED AUTOS NON-OWNED AUTOS							(Per accident)	5	
									5	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTIONS							WC STATU- OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y / N							TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A							\$	
	(Mandatory in NH)  If ves, describe under							E.L. DISEASE - EA EMPLOYEE		
_	If yes, describe under DESCRIPTION OF OPERATIONS below			771 F77771 F 0 C 0 1				E.L. DISEASE - POLICY LIMIT		0
A	Professional Liability			V15UFM150601		07/09/2015	07/09/2016	Per Claim Aggregate	\$1,000,000	
								Deductible	\$5,000	,
DECC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	FC (8	440 ele	6 CODD 404 - 6 ddiffered Demodro	Calcadula	if were once in	n ma an rima al\		7-,	
DESC	AIFTION OF OPERATIONS / LOCATIONS / VEHICL	-E-3 (A	uaciii	ACOND 101, Audiboliai Reliains	sci ledule	, il more space i	s required)			
CEF	RTIFICATE HOLDER				CANO	ELLATION				
Cit	y of Moore				SHO THE ACC	OULD ANY OF EXPIRATION CORDANCE WI	N DATE THE ITH THE POLIC THE THE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
301	n: Mr. Jared Jakubowski North Broadway ere, OK 73160				S	leff Connell	7			



DATE (MM/DD/YYYY) 07/06/2016

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

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PRODUCER	CONTACT NAME:						
Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404	PHONE (A/C, No, Ext):800-338-1391  E-MAIL ADDRESS; acecclientrequest@marsh.com						
Des Moines IA 50306	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Sentinel Insurance Company Ltd	11000					
INSURED	INSURER B: Twin City Fire Insurance Co	29459					
Cabbiness Engineering, LLC	INSURER C:						
333 12th Ave. SE, Suite 200 Norman, OK 73071	INSURER D :						
	INSURER E :						
	INSURER F :						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

SR TR	TYPE OF INSURANCE	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	GENERAL LIABILITY		1	84SBWIH7342	04/15/2016	07/15/2017	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY		1	Prof. Liab. Excl.			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPIOP AGG	\$2,000,000
	POLICY X PRO- JECT LOC							S
	AUTOMOBILE LIABILITY		8	84SBWIH7342	04/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	s
ĺ	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	X UMBRELLA LIAB X OCCUR		8	84SBWIH7342	04/15/2016	07/15/2017	EACH OCCURRENCE	\$9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$9,000,000
	DED X RETENTION\$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		8	84WEGZF6796	07/15/2016	07/15/2017	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	100				E.L. EACH ACCIDENT	\$1,000,000
1	(Mandatory in NH)  If yes, describe under		1				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
- 1	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Community Developemnt Block Grant - Disaster Recovery Program
Community Developemnt Block Grant - Disaster Recovery Program - on demand civil engineering services. Engineer's Services
under this Agreement are generally identified as follows: architectural engineering, environmental engineering, structural
engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering
construction surveying, and construction engineering

CERTIFICATE HOLDER	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.
City of Moore Attn: Mr. Jared Jakubowski 301 North Broadway Moore, OK 73160	Bunda Vinnet



DATE (MM/DD/YYYY)

05/30/2017

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certificate holder in lieu of such endorsement(s).  PRODUCER	CONTACT NAME:						
Marsh Sponsored Programs	PHONE (A/C, No, Ext): 800-338-1391	FAX (A/C, No): 8	88-621-3173				
a division of Marsh USA Inc. PO Box 14404	E-MAIL ADDRESS: acecclientrequest@marsh						
Des Moines IA 50306	INSURER(S) AFFORDING COV	/ERAGE	NAIC#				
	INSURER A: Sentinel Insurance Com	pany Ltd	11000				
INSURED	INSURER B: Twin City Fire Insuran	29459					
Cabbiness Engineering, LLC	INSURER C:						
333 12th Ave. SE, Suite 200	INSURER D :						
Norman, OK 73071	INSURER E :						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	1121121	ON NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELCINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONCERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE A EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY	DITION OF ANY CONTRACT OR OTHER DOCUME FFORDED BY THE POLICIES DESCRIBED HEREI	NI WITH RESPEC	I TO WHICH THIS				

COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	INSR WVD	84SBWIS9050 Prof. Liab. Excl.	07/15/2017	10/15/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$1,000,000
			07/15/2017	10/15/2018	PREMISES (Ea occurrence)	31,000,000
					MED EXP (Any one person)	\$10,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMPIOP AGG	\$2,000,000 \$
		84SBWIS9050	07/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					(i or accounty	\$
		84SBWIS9050	07/15/2017	07/15/2018	EACH OCCURRENCE	\$9,000,000
	E				AGGREGATE	\$9,000,000
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	84WEGZF6796	07/15/2017	07/15/2018	X WC STATU- TORY LIMITS ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	ALLOWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS X NON-OWNED AUTOS  UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ 10,000  KERS COMPENSATION  EMPLOYERS' LIABILITY  PROPRIETOR/PARTNER/EXECUTIVE  CER/MEMBER EXCLUDED?  datory in NH)  describe under	ANY AUTO ALL OWNED AUTOS	ANY AUTO ALL OWNED AUTOS  WIND AUTOS  AUTOS  AUTOS  WAS BWIS 9050  84 SBWIS 9050  85 SBWIS 9050  86 SBWIS 9050	ANY AUTO ALL OWNED AUTOS AUTOS HIRED AUTOS  WMBRELLA LIAB EXCESS LIAB  DED X RETENTION\$ 10,000  KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? datory in NH) describe under	ANY AUTO ALL OWNED AUTOS AUTOS HIRED AUTOS WON-DWNED AUTOS AUTOS WON-DWNED AUTOS  WON-DWNED AUTOS  WON-DWNED AUTOS  WON-DWNED AUTOS  WON-DWNED AUTOS  WORD AUTOS  WON-DWNED AUTO	ANY AUTO ALL OWNED AUTOS AUTOS HIRED AUTOS  WMBRELLA LIAB  EXCESS LIAB  CLAIMS-MADE  DED X RETENTION\$ 10,000  KERS COMPENSATION EMPLOYERS' LIABILITY  N/A  ROPERTY DAMAGE  (Per accident)  84SBWIS9050  07/15/2017  07/15/2018  07/15/2017  07/15/2018  07/15/2018  07/15/2018  07/15/2018  EACH OCCURRENCE AGGREGATE  07/15/2018  WC STATU- TORY LIMITS ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE datory in NH)  Cesscribe under

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Community Developement Block Grant - Disaster Recovery Program - on demand civil engineering services. Engineer's Services Community Developement Block Grant - Disaster Recovery Program - on demand civil engineering services. Engineer's Services community Developement are generally identified as follows: architectural engineering, environmental engineering, structural under this Agreement are generally identified as follows: architectural engineering, environmental engineering, structural engineering, transportation engineering, municipal engineering, water resources engineering, wastewater engineering construction surveying, and construction engineering

City of Moore Attn: Mr. Jared Jakubowski 301 North Broadway Moore, OK 73160 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Bunda Vinnet

CANCELLATION

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CERTIFICATE HOLDER