

CONTRACT
FOR
PUBLIC WORKS MAINTENANCE

THIS CONTRACT AND AGREEMENT, made and entered into this 21st day of July, 2014, by and between The City of Moore, party of the first part, hereinafter termed "City" and Silver Star Construction Company, Inc., party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, The City of Moore has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for: Public Works Maintenance as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, published in the Daily Oklahoman, on 5-30-14 and 6-6-14, has submitted to City in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and,

WHEREAS, the City in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the amounts named in the proposal, which is attached.

This contract shall be in effect from 7-21-14 to 7-21-15. This contract may be extended on a year to year basis at the same rates by notifying the CONTRACTOR sixty (60) days prior to termination and acceptance by CONTRACTOR thirty (30) days prior to termination.

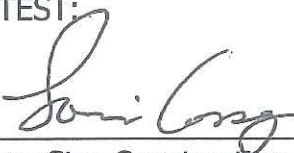
NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed and hereby agree as follows:

1. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the Assistant City Manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Assistant City Manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Each monthly estimate for payment must contain or have attached an affidavit as required by Oklahoma State Law.

2. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

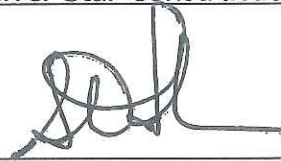
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, the day and year first above written.

ATTEST:



Silver Star Construction Company, Inc.
Secretary

Silver Star Construction Company, Inc.



Silver Star Construction Company, Inc.
President

ATTEST:



The City of Moore



Jim Corbett, Jr., City Clerk



Glenn Lewis, Mayor

APPROVED as to form and legality this 21 day of July, 2014.



Randy C. Brink, City Attorney

BID #1314-014

Recorded By: Carol Folsom

"PUBLIC WORKS MAINTENANCE"

TABULATION SHEET

OPENED: Friday, June 20, 2014 at 2:00 p.m.

	SILVER STAR CONSTRUCTION
BASE PROPOSAL	
<u>Providing five man crew and required crew equipment</u> Amount to be billed monthly after services provided.	Amount Per Year \$494,300.00
LABOR RATES (Hourly)	
Staff Engineer Licensed civil engineer in the State of Oklahoma. If contractor is using the services of engineering firm, please provide the name of the firm below: <u>SMC Consulting Engineers, P.C., 815 W. Main, Okla. City, OK 73106</u>	<i>(Hourly)</i> \$185.00
Senior Project Manager Works with city staff and engineers to plan and budget projects. This person will attend regular meetings with the city staff and address the city council at scheduled meetings as necessary.	\$55.00
Licensed Surveyor and Field Crew	\$155.00
Project Superintendent Project supervision on site. Liaison with city / (operates equipment as needed)	\$46.00
Equipment Operator Dozer, loader, grader. (Specialized or fine grade type operators, CDL drivers)	\$26.50
Laborer Supplied with work crew, cost per hour. (Manual labor, picking up trash, cutting weeds, shovel work, traffic control, etc.)	\$22.70
Concrete Finishers Concrete labors trained in concrete placement and form work as needed for misc. projects.	\$29.00

CONCRETE PAVING REPAIRS CONCRETE: 3500 LB. Ready Mix Concrete ODOT Approved High Early Strength	
Unit Costs for Concrete Paving	
100 to 200 SY – 6" depth	\$51.55
100 to 200 SY – 8" depth	\$58.25
100 to 200 SY – 10" depth	\$64.95
201 to 500 SY – 6" depth	\$42.65
201 to 500 SY – 8" depth	\$48.40
201 to 500 SY – 10" depth	\$55.05
500 to 1000 SY – 6" depth	\$41.60
500 to 1000 SY – 8" depth	\$47.55
500 to 1000 SY – 10" depth	\$53.95
Integral curb per linear foot	\$12.85
Curb & Gutter less than 100 linear feet (6" curb 24" gutter) Over 100 lineal feet in one direction	\$36.75 \$33.20 for Curb & Gutter over 100 lineal feet \$20.70 for Curb & Gutter over 700 lineal feet
Sidewalks 4" thickness (Less than 100 SY per location)	\$75.65
Sidewalks 4" thickness (More than 100 SY per location)	\$44.95
ASPHALT	
LABOR AND EQUIPMENT ONLY For Installation of Asphalt Pavements PER TON IN PLACE	
100 tons per day minimum	\$49.20
101 to 200 tons per day	\$38.40
201 to 400 tons per day	\$23.40

401 to 700 tons per day	\$12.50
701 tons and over per day	\$9.45
TRACK LESS TACK COAT	
Cost per gallon in place	\$3.50
OIL AND CHIP SURFACING OF ROADWAYS (2,500 SY MINIMUM)	
Single Bituminous Surface	Cost Per SY \$ <i>NO BID</i>
Double Bituminous Surface	Cost Per SY \$ <i>NO BID</i>
FOB Plant Site	
Asphalt (Type S-3)	Per Ton \$46.45
Asphalt (Type S-4)	Per Ton \$54.10
Asphalt (Type S-5)	Per Ton \$53.95
Freight for Asphalt Delivery Within the City of Moore – 14 ton load shall apply	\$4.95
EQUIPMENT RENTAL (Hourly) (Those with an (*) asterisk are mandatory)	
<i>Hourly Equipment Rates</i>	
*Road Grader 200 HP equipped with a 14 foot blade and a ripper attachment	\$91.50
*Front End Loader 3 cubic yard with rubber tires	\$85.70
*Soil Compactor Self propelled, vibratory pad foot 84" drum width	\$62.00
*Water Truck 3000 gallon tandem axle, with pressure spray system	\$59.80
*Dump Trucks 12 – 14 cubic yard, tandem axle	\$56.00
*Semi Trailer End Dumps 25 cubic yard	\$73.00
Track mounted backhoe Weight class 90,000 lbs.	\$156.00 Track mounted backhoe >30,000 lbs. - \$90.00
*Track mounted backhoe Weight class 60,000 lbs.	\$120.00 Track mounted backhoe >10,000 lbs. - \$62.00
Scraper (Elevating of pan)	762 Scraper - \$152.00
Extra Equipment - Tractor w/pans	\$295.00
*Skid Steer Loader Bobcat 853 or equal with bucket, broom and milling attachment	\$52.00

*Road Reclaimer Bomag MPH 362R or equal	\$165.00
CMI RS 500 Reclaimer or equal	\$240.00
*Backhoe / Mini track-hoe Case 580K or equal	\$65.00
Street Sweeper Truck mounted vacuum type, with gutter brooms and water system for dust control	NO BID
Bulldozer Cat D-7 or equal	\$130.00
*Bulldozer Cat D-6 or equal	\$105.00
*Bulldozer Cat D-3 or equal	\$75.00
*Grade-all or Excavator with rubber tracks For cleaning ditches	\$139.00
Truck Mounted Tree Spade 60 inch	\$85.00
*Milling Machine Minimum profiling width 7 feet, self-loading. If quoting larger machine, please specify type.	\$340.00
*Tractor loader / Box Blade Case 580 LL or equal	\$60.00
*Salt & Sand Distribution truck with plow 15 ton capacity (Min two required)	\$96.00
*Tractor Mower Bat-Wing configuration 90 horsepower minimum	\$65.00 Vacuum Trailer - \$35.00
*Extra crew trucks as needed (Per Day) ¾ ton P.U. inclusive of all costs	Per Day \$80.00
OTHER COMMONLY USED MATERIALS DELIVERED IN THE CITY OF MOORE	
Aggregate base rock For base repairs, 1 ½ crusher run material	Cost per Ton \$29.00
Recycled concrete base rock	\$18.00
Rip Rap Stone 18" size ODOT specs.	\$45.50
Solid sod Per square yard installed	\$2.45
Cement Kiln Dust For soil stabilization	\$54.50

Sand for ice control Delivered to the city yard	\$15.90
Salt for ice control Delivered to the city yard	\$75.90 \$121.00 (Salt for ice control from Texas)
Bond Rates per Thousand Dollars (For maintenance bonds if required)	\$.90
DEBRIS REMOVAL	
Vegetative Debris removal per Cubic Yard	\$31.40
Vegetative Debris removal by the Ton	\$185.00
C & D Storm Debris removal per Cubic yard	\$29.15
C & D Storm Debris removal by the Ton	\$80.80
Insurance Verification Attached YES / NO	YES
Non-Collusion Affidavit Attached YES / NO	YES

**CITY OF MOORE
BID #1314-014**

NOTICE IS HEREBY GIVEN that the City of Moore will receive bid proposals in the office of the city clerk, purchasing division, Moore City Hall, 301 N. Broadway, Moore, Oklahoma, 73160 for **PUBLIC WORKS MAINTENANCE** for the City of Moore.

There will be a mandatory pre-bid conference on Tuesday, June 10, 2014, at 2:00 p.m., in the City council Chambers, Moore City Hall , 301 N. Broadway, Moore, Oklahoma.

Proposals will not be accepted after **1:45 P.M., FRIDAY, JUNE 20, 2014.**

One (1) Copy shall be addressed to the *City of Moore Purchasing Agent* and that copy must be sealed and clearly marked with the name of the vendor and identified as follows:

**SEALED BID #1314-014
“PUBLIC WORKS MAINTENANCE”**

Bid proposals filed as provided herein will be publicly opened at **2:00 p.m. Friday, June 20, 2014,** Moore City Hall City Council Chambers, 301 N, Broadway, Moore, Oklahoma 73160. All Bids will remain at least 48 hours thereafter, before a contract will be made and entered into there on.

Bids received more than ninety-six (96) hours [excluding Saturdays, Sundays and holidays], before the time set for the receipt of bids will not be considered.

The City of Moore reserves the right to accept the bid which, in the judgment of the City is the best for the application of needs, materials and services as covered in the specifications, and is deemed the best, overall, for the good of the City.

The City reserves the right to reject any and all bids: waive irregularities and formalities in any bid submitted. In addition, the City of Moore reserves the right to contract with one or more parties to perform identical services as deemed appropriate by the City of Moore.

The City of Moore is an equal opportunity employer.

Carol Folsom
Purchasing Agent
cfolsom@cityofmoore.com
405-793-5022

CITY OF MOORE
BID #1314-014
“PUBLIC WORKS MAINTENANCE”

The City of Moore is currently receiving proposals from interested parties for the contracting of public works projects including, but not limited to: Various professional services such as surveying, planning, budgeting, implementation and, completion of such projects as municipal street improvements and repairs, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services, and any special projects as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore). The Contractor will provide a lump sum quote for a base crew as described below and hourly labor rates for additional employees as needed. The Contractor must also quote various equipment rental costs as necessary for use by the contracted public works department.

1. Eligibility of the Contractors

The contractors shall be currently pre-qualified contractors with Oklahoma Department of Transportation, and shall be good standing with the City of Moore. Contractors shall include in the bid packet: a current financial statement, description of their company’s capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City of Moore will evaluate all proposals received and does reserve the right to waive any informalities or irregularities and select the proposal that best suits the needs of the City of Moore.

2. Insurance Requirements

Bidders will be required to meet insurance requirements of not less than the following limits;

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

The City of Moore will be required to be named as additional insured on all policies.

3. Description of work

The work will consist of: Assistance in planning, budgeting, the implementation and completion of municipal projects including but not limited to street repairs, asphalt paving, concrete paving, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, and debris removal, right of way maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City of Moore. The contractor will be required to provide cost estimates on specific projects and cooperate with the city in meeting these

estimates. The City of Moore reserves the right to use other contractors, or its own forces to perform portions of this work, and will utilize the contractor's services solely at the discretion of The City of Moore. The City of Moore does not guarantee any specific amount of work above the base contract amount.

4. Basic Bid Proposal

The Contractor will provide a special crew or unit to the City of Moore consisting of a senior project manager, (charged hourly as necessary) a project superintendent and a minimum of four employees that are fully experienced in the construction of streets and public works projects. The full time employees will be allowed two weeks of paid vacation by the City of Moore and holiday pay for those holidays that are recognized by The City of Moore. Over time for these employees will be paid, but will need to be approved in advance by The City of Moore. Extra manpower is to be provided by the contractor on an as needed basis, based on contract unit costs per hour. Two employees shall be on call 24hrs per day as needed for emergency situations such as repairs, accident clean-ups, etc. The on call employees shall have response time of thirty minutes to respond to an emergency call out. (All employees will be required to meet all of the labor requirements listed in the labor section below)

This proposal shall include a minimum 40 work hours for each of the five employees (all well trained as equipment operators, and knowledgeable in concrete and asphalt repairs,) and a Project Superintendent, plus an hourly rate for the project manager and engineer.

The contractor shall also provide in the base proposal:

Three vehicles,

- One 1 ton crew truck
- One ¾ ton pickup
- One 4 wheel drive pickup
- Two tandem axle trailers to move the equipment

This equipment shall all be late model, clean and in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local office, and office equipment. The Contractor will also be required to provide certain heavy equipment as listed later in this document.

5. Contract Term

The term of this agreement shall be (5) years and shall commence with the signing of the contract. This agreement will be reviewed annually and approved by the City of Moore and the Moore Public Works Authority for continuance. After the initial term of the Contract, it may be renewed by the City and the Contractor for additional (1) years terms upon the same terms and conditions set forth in the bid documents, up to maximum of (5) annual extensions, by executing a written renewal agreement between the parties. The renewal agreement is to be completed 60 days before the contract expires.

A default shall occur on the part of the Contractor if any proceeding is instituted by or against the Contractor seeking to adjudicate a bankruptcy, insolvency, seeking liquidation, or any law relating to bankruptcy, or insolvency, or if Contractor shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to subcontractors of the Contractor for materials or labor, or disregard laws, ordinances or the instructions of the City of Moore, or otherwise be guilty of a substantial violation (default) of any provision of this Agreement which Contractor shall have failed to address promptly after service of 24 hours of written notice thereof by the City of Moore. The City may, without prejudice to any other right or remedy, terminate the employment of Contractor for Contractor's default with and take possession of the work and of all materials, and finish the work by whatever method the City of Moore may deem expedient. In such case, Contractor shall not be entitled to receive any further payment from the City of Moore.

The City of Moore or the Contractor may also terminate the contract for convenience with 90 days written notice to each party.

6. Labor Requirements

- A. The contractor shall submit resumes of the proposed project manager, the superintendent, and the employees for the base crew. If the contractor has a licensed engineer or surveyor on staff or a contractual agreement for services with an engineering or surveying firm, please submit those qualifications and hourly costs as well. The project superintendent shall have a minimum of 10 years, of verifiable experience in heavy road construction or municipal public works. He or she shall have passed a course in highway safety and traffic control, and speak English fluently. The equipment operators shall have a minimum of five years of verifiable experience in heavy road construction or municipal public works and also speak English fluently.
- B. The Contractor's labor wages should meet or exceed Davis / Bacon prevailing wages and shall be based on: General Wage Decision OK 1140022. (Attachments included are: Form 4010 and OK 14022). Labor rates shall be in conformance with the above standards on any project that incorporates direct federal funding to a City of Moore project. Contractors will be required to submit weekly certified payrolls documenting these payroll payments.
- C. The contractor shall include in his proposed costs: providing wage reports as required by the city including all: wages, taxes, work comp insurance, health insurance, vacation pay and all fringe benefits. The employees should be highly skilled and capable. The City of Moore will require pre-employment and random drug screens of these employees. The City of Moore will also require that the employees submit to background checks for felony convictions, sex crimes, and US resident status. The contractor will be required to remove and replace any employee that does not pass the background checks, drug tests, or perform to the satisfaction of the City of Moore.

7. City owned Equipment

It is also probable that contractor's employees will, at times operate equipment that is the property of the City of Moore. (In the case of motor vehicles, the employees shall have applicable licenses, to operate these vehicles and driving histories that do not contain any DUIs, or DWIs in the last 3 years or exceed 3 points on the Oklahoma D.M.V.) The contractor will have to maintain reasonable care and prudence while in control of the City of Moore's equipment, and it is agreed that the contractor will not be responsible for damages to the City of Moore's equipment caused by normal wear and tear. The contracted employees will do minor maintenance and service work on the City of Moore's equipment, provided the City of Moore provides necessary parts and supplies. The City of Moore agrees to maintain physical damage insurance on its equipment in the case of loss, including, but not limiting to, vandalism, theft, fire, collision, or natural disaster. The Contractor agrees to maintain the liability insurance on the City of Moore's equipment while the equipment is in the control of the contractor.

8. Base Proposal

Provide the five man crew, and required crew equipment. (Amount per year)

\$ 494,300.00

(Which will paid 1/ 12 monthly)

9. Labor Rates

(Hourly)

Staff Engineer

Licensed civil engineer in the state of Oklahoma
(If the contractor is using the services of engineering
firm. Please provide the name of the firm below)

\$ 185.00

SMC Consulting Engineers, P.C.
815 W Main, OKC, OK 73106

Senior project manager.

Works with city staff and engineers to plan and budget projects.
This person will attend regular meetings with the city staff and address
the city council at scheduled meetings as necessary.

\$ 55.00

Licensed Surveyor and field crew

\$ 155.00

Project Superintendent

Project supervision on site
Liaison with city / (operates equipment. as needed)

\$ 46.00

Equipment operator: Dozer, loader, grader, (Specialized or fine grade type operators, CDL drivers)	\$ <u>26.50</u>
Laborer: supplied with work crew, cost per hour. (Manual labor, picking up trash, cutting weeds, shove wok, traffic control, etc.)	\$ <u>22.70</u>
Concrete Finishers: Concrete labors trained in concrete placement and form work as needed for misc. projects.	\$ <u>29.00</u>

10. Concrete paving repairs

Concrete: 3500 lb Ready mix concrete ODOT approved
High early strength

Concrete paving repair prices shall include the cost of the concrete, dowel bars at all joints, and installation of dowel bars into existing paving when replacing failed concrete street panels. This work shall be accomplished by a secondary crew that will be paid on a measured quantity, unit cost basis. (Sawing and sealing of new panels should also be included in the costs.) The removal of the failed paving shall be performed by the employees contracted in the base proposal.

(Please also reference standard City of Moore Specifications)

This work will consist of repairs to and paving of, roads, alleys, etc. The contractor should be aware that the paving of many streets will have to be coordinated to allow public access to businesses and homes. This cost shall include all incidental items and labor necessary to install the pavement. The contractor will be required (upon request from the City of Moore) to provide samples of the concrete for strength testing and cut cores for assurance testing by an independent lab employed by the City of Moore. The contractor shall be responsible for replacing any areas that fail the tests.

11. Unit costs for concrete paving

100 to 200 SY 6" depth	\$ <u>51.55</u>
100 to 200 SY 8" depth	\$ <u>58.25</u>
100 to 200 SY 10" depth	\$ <u>64.95</u>
201 to 500 SY 6" depth	\$ <u>42.65</u>
201 to 500 SY 8" depth	\$ <u>48.40</u>
201 to 500 SY 10" depth	\$ <u>55.05</u>

500 to 1000 SY 6" depth	\$ <u>41.60</u>
500 to 1000 SY 8" depth	\$ <u>47.55</u>
500 to 1000 SY 10" depth	\$ <u>53.95</u>
Integral curb per lf	\$ <u>12.85</u>
Curb & Gutter less than 100 lineal feet (6" curb 24" gutter)	\$ <u>36.75</u>
Over 100 lineal feet in one location	\$ <u>33.20</u>
<i>Curb & Gutter over 700 lineal feet</i>	<i>\$ <u>20.70</u></i>
Sidewalks 4" thickness (less than 100 SY per location)	\$ <u>75.65</u>
Sidewalks 4" thickness (More than 100 SY per location)	\$ <u>44.95</u>

12. Unit costs for Asphalt paving

Smaller asphalt repairs or pot hole type repairs shall be performed by the employees contracted in the base proposal; larger repairs would be performed by a secondary crew provided by the contractor. The larger asphalt repairs and any necessary asphalt paving shall be performed in a workman like manner as prescribed by current ODOT specifications with materials specified below. The machinery shall be in good repair and conform to the following;

Asphalt paver Minimum weight 34,000 lbs., paving width 10 to 20 feet width, with automatic grade and slope controls.

Asphalt roller (Minimum of two rollers), with a weight of 30,000 lbs. double drum, vibratory type

Pneumatic roller Minimum weight of 18,000 lbs. 9 tires for asphalt finishing

This work will consist of repairs to and paving of, roads, alleys, etc. The contractor should be aware that the paving of many streets will have to be coordinated to allow public access to businesses and homes. The asphalt paving will be paid for on a unit cost per ton in place. This cost shall include all incidental items and labor necessary to install the pavement. The contractor will be required (upon request from the City of Moore) to cut cores for assurance testing of thickness, composition, and density by an independent lab employed by the City of Moore. The contractor shall be responsible for replacing any areas that fail the tests.

Labor and equipment only. For installation of asphalt pavements

100 tons per day minimum	\$ <u>49.20</u>	Per ton in place
101 to 200 tons per day	\$ <u>38.40</u>	
201 to 400 tons per day	\$ <u>23.40</u>	
401 to 700 tons per day	\$ <u>12.50</u>	
701 tons and over per day	\$ <u>9.45</u>	

Track less tack coat

Cost per gallon in place \$ 3.50

Oil and Chip Surfacing of Roadways (2,500 SY Minimum)

Single Bituminous Surface: Primed with AEP on new construction and 3/8 insoluble chips, with CRS2S oil installed to ODOT specifications.

Cost per sy \$ No Bid

Double Bituminous Surface; Primed with AEP on new construction and 5/8 insoluble chips first layer and 3/8 insoluble chips surface layer with CRS2S oil to ODOT specifications.

Cost per sy \$ No Bid

The contractor may (but is not required to) submit below, a quote for the manufacture and delivery of asphalt materials with the proposal. The City of Moore reserves the right to take alternates bids for the asphalt materials or purchase them off state or county bids.

All asphalt products must conform to or exceed current City of Moore specifications and is subject to the latest ODOT specifications including section 411 and 708 and special provision: 109.12. The approved materials shall conform to the following:

FOB Plant Site

Asphalt (Type S-3)	Per ton	\$ <u>46.45</u>
Asphalt (Type S-4)	Per ton	\$ <u>54.10</u>
Asphalt (Type S-5)	Per ton	\$ <u>53.95</u>

(The contractor shall submit a mix design prior to its use, and all mixes shall have less than 25% RAP and PG 64-22 oil)

Freight for asphalt delivery within the City of Moore \$ 4.95
(14 ton minimum load shall apply)

13. Additional Services

There may be additional items or services that are necessary or incidental to complete projects that the Contractor has underway for the City of Moore. The Contractor shall use its best efforts to obtain the best quality materials at the best price available that fit the budget requirements set forth by the City of Moore. The Contractor must obtain prior authorization before purchasing any additional materials or services not named in these bid items. The contractor must provide documentation of the quotes for these materials and the final costs of these materials, services or supplies monthly for payment by the City of Moore. These costs shall be billed at their actual cost to the City of Moore with no more than an eight percent markup to cover the contractors handing costs. The City of Moore may also elect to furnish materials from other bidders or sources such as county or state contracts.

14. Rate Schedule Adjustments

The contract rates may be adjusted, once per year on the contract anniversary date, at which time the contractor and the City of Moore may negotiate 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. If the Contractor and the City of Moore cannot agree on the amount of a contract renewal, the Contractor or the City of Moore may elect terminate the contract. If the parties elect to terminate the agreement the contractor shall be bound to complete any projects currently under construction or for a term of no longer than 90 days at the discretion of the City of Moore at the current contract rates.

15. Hourly Rental Equipment

The Contractor agrees to provide construction equipment at the following rates when operated by the contractor's employees, or City of Moore employees. The cost of the equipment should include fuel and all necessary accessories. The equipment specified below, will be delivered within the Moore City limits, with fuel provided and all necessary attachments. All equipment will be late model, equipped with all necessary OSHA prescribed safety equipment, be neat in appearance and be in good operating condition. If small equipment such as weed eaters, plate compactors, etc. is needed, they will be provided by the City of Moore or provided by the contractor at a negotiated price by the City staff and the contractor. Do not include labor costs in this item. (An eight hour minimum will apply for the first 24 hour day, and actual usage will apply after the first eight hours)

Please quote on the items that apply to your company those with an (*) asterisk are mandatory.

Hourly Equipment Rates

*Road Grader 200 HP equipped with a 14 foot bade and a ripper attachment	\$ <u>91.50</u>
*Front End Loader 3 cubic yard with rubber tires	\$ <u>85.70</u>
*Soil Compactor Self propelled, vibratory pad foot 84" drum width.	\$ <u>62.00</u>
*Water Truck 3000 gallon tandem axle, with pressure spray system	\$ <u>59.80</u>
*Dump trucks 12-14 cubic yard, tandem axle	\$ <u>56.00</u>
*Semi Trailer End Dumps 25 cubic yard	\$ <u>73.00</u>
Track mounted backhoe Weight class 90,000 lbs	\$ <u>156.00</u>
<i>Track Mounted backhoe (> 30,000 LBS)</i>	\$ <u>90.00</u>
*Track mounted backhoe Weight class 60,000 lbs	\$ <u>120.00</u>
<i>Track mounted backhoe (> 10,000 lbs)</i>	\$ <u>62.00</u>
Scrapers (elevating or pan) <i>762 Scraper</i>	\$ <u>152.00</u>
Please describe your equipment below; <u><i>Tractor w/ pans</i></u>	\$ <u>295.00</u>
*Skid Steer loader Bobcat 853 or equal with bucket, broom, and milling attachment	\$ <u>52.00</u>
*Road Reclaimer Bomag MPH 362R or equal	\$ <u>165.00</u>

CMI RS 500 Reclaimer or equal \$ 240.00

*Backhoe / Mini track-hoe
Case 580K or equal \$ 65.00

Street Sweeper
Truck mounted vacuum type,
with gutter brooms and water
system for dust control \$ No Bid

Bulldozer
Cat D-7 or equal \$ 130.00

*Bulldozer
Cat D-6 or equal \$ 105.00

*Bulldozer
Cat D-3 or equal \$ 75.00

*Grade-all or Excavator with rubber tracks
For cleaning ditches. \$ 139.00

Truck Mounted Tree Spade 60 inch \$ 85.00

*Milling Machine \$ 340.00
Minimum profiling width 7 feet,
self loading. If quoting larger machine,
please specify type.

*Tractor loader / Box Blade \$ 60.00
Case 580 LL or equal

*Salt & Sand Distribution truck with plow \$ 96.00
15 ton capacity (Min two required)

*Tractor Mower Bat-Wing configuration \$ 65.00
90 horsepower minimum

Vacuum Trailer \$ 35.00

*Extra crew trucks as needed (Per Day) \$ 80.00
¼ ton P.U. inclusive of all costs

16. Other commonly used materials delivered in the City of Moore.

Aggregate Base Rock

For base repairs, 1 ½ crusher run material

Cost per ton \$ 29.00

Recycled concrete base rock

\$ 18.00

Rip Rap Stone

18" size ODOT specs.

\$ 45.50

Solid sod

Per square yard installed

\$ 2.45

Cement Kiln Dust

For soil stabilization

\$ 54.50

Sand for ice control

Delivered to the city yard

\$ 15.90

Salt for ice control

Delivered to the city yard

\$ 75.90

Salt for ice control (from Texas)

~~\$~~ 121.00

Bond Rates per Thousand Dollars

(For maintenance bonds if required)

\$ 0.90

17. Emergency Services

When authorized by the City of Moore, the Contractor shall provide: Equipment, fuel, tools, barricades, and manpower to assist the City of Moore in cases of flood, wildfire, storms, accidents, natural disasters, or any occurrence deemed to need expeditious or emergency action by the City of Moore. The Contractor shall be paid for this work at the hourly rates above. If the contractor must procure specialized or emergency equipment on the City of Moore's behalf, the contractor shall be allowed a ten percent markup on the actual costs with acceptable documentation being provided to the city.

Trash and Debris Removal

Trash and debris removal consists of labor, equipment, land fill costs, and trucking necessary to remove trash and debris from public property and right of ways after natural disasters. This may consist of trash or debris from ice storms, wind storms, tornadoes, floods, traffic accidents, and other manmade or natural events.

This proposal should include the following items in the cost:

Day to day management of the debris removal process:

- Provide a debris pick up plan, with zone maps and estimates of debris in each zone.
- Provide a pre clean up video of the area including the surface condition of the streets.
- Provide for a system of fleet management for debris crews and trucks including signage that clearly identifies each crew and truck working in the City of Moore.
- Full time project manager and that will be in the field daily that works closely with the city.
- On larger clean ups, provide two full time inspectors to monitor progress and quality.
- Daily progress meetings with city staff and crew members.
- Daily safety meetings and safety inspections.
- Provide for all compliance with FEMA, ODEQ or OEM regulations as required.
- Attend meetings with FEMA, ODEQ, OEM and other agencies as necessary.
- Provide a bond for the protection of the City of Moore against claims.
- Provide a running daily total in spread sheet form including but not limited to documentation such as weight tickets, pictures, land fill tickets, truck reports, etc.
- The contractor shall explore any available options of recycling debris including any possible costs saving that can be passed along to the City of Moore.
- The cost of all land fill fees or tipping fees associated with the cleanup. (ODEQ approved land fill properly rated for the waste stream)
- Provide a video detailing the areas after the final pass of the cleanup.

Debris Cleanup scenario for C & D Debris from a major event:

- Debris site walk through to remove any hazards as they relate to the cleanup. This would consist of picking up various items such as: Propane bottles, auto batteries, gasoline cans, large bags of fertilizer, or multiple bags in one location, bags or drums of chlorine, large or multiple bottles of pesticides in one location, bottles of various compressed gas such as oxygen, acetylene, Freon etc. These items will be stored in a secure area provided by the City of Moore. The contractor shall be responsible to handle and dispose of all household hazardous materials. This disposal shall comply with all DEQ regulations and shall be handled by a licensed company. The contractor shall provide documentation of proper disposal.
- The contractor shall provide suitable means for the disposal and/or recycling of E-waste and household appliances know as: "*White Goods*"
- The contractor shall employ a Freon recovery company to remove the Freon from all white goods disposed of, and also from any conditioning systems that are still charged prior to condemnation or demolition. The Freon must be legally disposed of or recycled.
- The contractor shall provide a debris inspection area at which City of Moore employees or other agents of the city can inspect and document the loads of debris. This area shall be equipped to include all equipment necessary to document the loading and unloading process. (Office trailer, truck scales, video equipment, man lifts, etc. that are needed to enforce regulations necessary to comply with any Federal or State reimbursement requirements)

- Provide labor, equipment, and trucking necessary to remove debris from public property and right of ways, and any other area as directed by the City of Moore to an approved disposal site.
- Provide for the removal and storage of abandoned cars, (at the request of the Moore Police Department.)
- Provide a plan for the protection of city assets such as: City streets, signs, water services and utility services.
- Provide signage such as: Informational signs, warning signs, traffic signs, and safety fencing as needed in conjunction with the cleanup.
- Provide for the trimming or removal of storm damaged trees that are classified by the City of Moore or FEMA as dangerous in city parks and on city right of ways.
- Labor and equipment to load and remove debris from public right ways within the City of Moore.

Vegetative Cleanup scenario for an ice or wind storm:

- Provide labor, equipment, and trucking necessary to remove tree limbs and related debris from public property and right of ways, and any other area as directed by the City of Moore to an approved disposal site.
- The contractor shall provide a debris inspection area at which City of Moore employees or other agents of the city can inspect and document the loads of debris. This area shall be equipped to include all equipment necessary to document the loading and unloading process. (Office trailer, truck scales, video equipment, man lifts, etc. that are needed to enforce regulations necessary to comply with any Federal or State reimbursement requirements)
- Provide a plan for the protection of city assets such as: City streets, signs, water services and utility services.
- Provide signage such as: Informational signs, warning signs, traffic signs, and safety fencing as needed in conjunction with the cleanup.
- Provide for the trimming or removal of storm damaged trees that are classified by the City of Moore or FEMA as dangerous in city parks and on city right of ways.
- Labor and equipment to load and remove this debris from public right ways within the City of Moore.

Specialty Items that shall not be included in the Contractors proposal:

- The disposal of Industrial types of hazardous wastes that would not normally be found in a household waste stream is not to be included in this proposal. If encountered on public right of ways or in residential areas these shall be paid for as an emergency service to the contractor by the City of Moore. This disposal shall be done by a licensed company and the contractor shall provide documentation of proper disposal to the City of Moore.

The unit bid cost shall be inclusive of the items in the debris removal section of this proposal. The quoted price shall be expressed as per the Cubic Yard and a by the Ton cost. The prices should also be reflective of the difference in wind and Ice storms and storm that produces

vegetative debris or events that produce C&D type waste stream. The City of Moore shall elect which unit of payment best fits the situation. The City of Moore also reserves the right to ask the contractor to provide a "lump sum price" for the entire debris event based on upon the concurrence of the estimated amounts of debris by the contractor and the City of Moore.

Vegetative Debris removal per Cubic yard	\$ <u>31.40</u>
Vegetative Debris removal by the Ton	\$ <u>185.00</u>
C & D Storm Debris removal per Cubic yard	\$ <u>29.15</u>
C & D Storm Debris removal by the Ton	\$ <u>80.80</u>

VENDOR INFORMATION

COMPANY NAME: Silver Star Construction Co., Inc.
NAME: Steve Shawn TITLE: President
ADDRESS: 2401 S. Broadway, Moore, OK, 73160
PHONE NUMBER: 405-793-1725 FAX NUMBER: 405-793-9989
E-MAIL ADDRESS: steve@silverstarconst.com

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 1(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 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 workers.

(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:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) 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 1215-0140.)

(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.)

(d) The wage rate (including fringe benefits where 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

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 1(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 1(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 the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its 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 classification. If the Administrator determines that a 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. Any 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 subparagraph (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.

Asphalt Paving Machine	
Canadian County.....	\$ 13.32
Cleveland County.....	\$ 14.57
McClain County.....	\$ 14.04
Remaining Counties.....	\$ 14.08
Asphalt Plant.....	\$ 14.70
Backhoe/Trackhoe	
Cleveland County.....	\$ 12.91
Remaining Counties.....	\$ 13.64
Bobcat/Skid Loader.....	\$ 12.71
Broom.....	\$ 11.97
Bulldozer	
McClain County.....	\$ 13.36
Remaining Counties.....	\$ 14.24
Concrete Paving Machine.....	\$ 13.61
Concrete Saw	
Cleveland County.....	\$ 11.64
Remaining Counties.....	\$ 11.70
Crane.....	\$ 16.99
Distributor Truck.....	\$ 13.81
Excavator.....	\$ 15.10
Grader/Blade	
Canadian County.....	\$ 12.00
Cleveland County.....	\$ 14.46
Remaining Counties.....	\$ 14.98
Loader (Front End)	
Cleveland County.....	\$ 12.76
Remaining Counties.....	\$ 12.85
Mechanic.....	\$ 15.60
Milling Machine.....	\$ 14.93
Mixer.....	\$ 14.43
Oiler.....	\$ 14.06
Roller (Asphalt)	
Canadian County.....	\$ 11.67
Cleveland County.....	\$ 12.86
McClain County.....	\$ 12.94
Remaining Counties.....	\$ 12.73
Roller (Dirt Compaction).....	\$ 12.27
Scraper	
Canadian County.....	\$ 12.00
Cleveland County.....	\$ 13.06
Remaining Counties.....	\$ 13.19
Striping Machine.....	\$ 12.56
Tractor/Box Blade.....	\$ 16.50
Trencher.....	\$ 13.63

TRUCK DRIVER

Dump Truck	
Cleveland County.....	\$ 12.32
Remaining Counties.....	\$ 12.88
Flatbed Truck.....	\$ 14.69
Lowboy/Float.....	\$ 13.90
Off the Road Truck.....	\$ 13.75
Pickup Truck.....	\$ 12.48
Tandem Axle/Semi Trailer	
Canadian County.....	\$ 12.00
Cleveland County.....	\$ 12.37
Remaining Counties.....	\$ 13.72
Water Truck.....	\$ 12.00

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 GENERAL DECISION

NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this bid.

COUNTY OF _____) SS.
STATE OF Oklahoma)

AFFIDAVIT

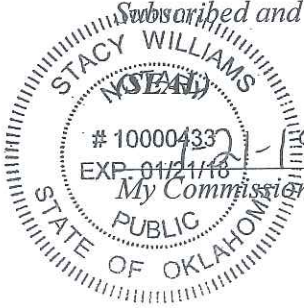
I, Tim Caudle, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of Silver Star Construction Co., Inc.
(Bidder's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. Silver Star Construction Co., Inc., has not pled guilty to or been convicted of a (Bidder's Name) felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to Silver Star Construction Co., Inc. has been convicted of a (Bidder's Name) felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

[Signature]
(Officer or Agent) Tim Caudle - Vice President

Subscribed and sworn to before me this 20 day of June, 2014.



[Signature]
(Notary Public)

BID:

Respectfully Submitted,

[Handwritten Signature]

Signature

Craig Parker

Printed Name

Exec. Vice President

Title

(Seal)

ATTEST:

Date:

[Handwritten Signature]

6-20-2014

Subscribe and sworn to before me this 20 day of June, 2014.

1-21-14

My Commission Expires



[Handwritten Signature]

(Notary Public)



City of Moore Oklahoma

Community Development | 301 N. Broadway, Moore, OK 73160 | (405) 874-1111

This should be added to Silver Star's contract. Approved by City Council on 1-5-15

MEMO

Date: September 8, 2014
To: Stephen Eddy, City Manager
Cc: Stan Drake, Assistant City Manger
Elizabeth Jones, Community Development Director
From: Jared Jakubowski, Associate Planner/Grants Manager
Re: Amendment of Silver Star Contact

Amend BID# 1314-014 Public Works Maintenance contract. The amendment will include language that is only applicable for Community Development Block Grant funded projects.

Audits & Inspections

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

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The contractors agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The contractors agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

2. Women and Minority Owned Businesses

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

3. Access to Records

The contractors shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action Statement

The contractors will, in all solicitations or advertisements for employees placed by or on behalf of the contractors, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

The contractors is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The contractors agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The contractors agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The contractors shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The contractors agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance

provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the contractors of its obligation, if any, to require payment of the higher wage. The contractors shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3 Clause”

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the contractors and any of the contractors subcontractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the contractors and any of the contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The contractors certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The contractors further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very

low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The contractors further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The contractors certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The contractors agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The contractors will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The contractors will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Hatch Act

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

3. Conflict of Interest

The contractors agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The contractors shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the contractors shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the contractors, or any designated public agency.

4. Lobbying

The contractors hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

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

**MINUTES OF THE REGULAR MEETING OF
OF THE MOORE CITY COUNCIL
MOORE PUBLIC WORKS AUTHORITY
MOORE RISK MANAGEMENT BOARD
AND A SPECIAL MEETING OF THE
MOORE ECONOMIC DEVELOPMENT AUTHORITY
JANUARY 5, 2015 – 6:30 P.M.**

The City Council of the City of Moore met in the City Council Chambers, 301 North Broadway, Moore, Oklahoma on January 5, 2015 at 6:30 p.m. with Mayor Glenn Lewis presiding.

David Roberts
Councilman, Ward I

Robert Krows
Councilman, Ward I

Melissa Hunt
Councilwoman, Ward II

Mark Hamm
Councilman, Ward II

Jason Blair
Councilman, Ward III

Terry Cavnar
Councilman, Ward III

PRESENT: Krows, Cavnar, Roberts, Lewis
ABSENT: Blair, Singer, Hamm

STAFF MEMBERS PRESENT: City Manager, Steve Eddy; Assistant City Manager, Stan Drake; City Clerk/Finance Director, Jim Corbett; City Attorney, Randy Brink; Community Development Director, Elizabeth Jones; Economic Development Director, Deidre Ebrey; Emergency Management Director, Gayland Kitch; Fire Chief, Gary Bird; Assistant City Manager, Todd Jenson; Police Chief, Jerry Stillings; Risk Manager, Gary Benefield; Veolia Water Project Manager, Robert Pistole; and Purchasing Agent, Carol Folsom.

Judge Blake Virgin swore in newly appointed Councilwoman Melissa Hunt.

PRESENT: Krows, Hunt, Cavnar, Roberts, Lewis
ABSENT: Blair, Hamm

Agenda Item Number 2 being:

CONSENT DOCKET:

- A) APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD DECEMBER 15, 2014.
- B) RECEIVE THE MINUTES OF THE REGULAR PARKS BOARD MEETING HELD NOVEMBER 4, 2014.
- C) RECEIVE THE MINUTES OF THE REGULAR PLANNING COMMISSION MEETING HELD OCTOBER 14, 2014.
- D) APPROVE PAYMENT TO AAA INSURANCE COMPANY IN THE AMOUNT OF \$5,179.67 FOR SETTLEMENT OF A VEHICLE ACCIDENT.
- E) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2014-2015 IN THE AMOUNT OF \$3,522,275.34.

Councilman Roberts moved to approve the consent docket in its entirety, second by Councilwoman Hunt. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 3 being:

APPROVE THE PRELIMINARY PLAT OF RETAIL BY THE LAKE, LOCATED IN THE SW/4 OF SECTION 22, T10N, R3W, BEING NORTH OF SW 19TH STREET AND EAST OF GINGER AVENUE. APPLICATION BY SAB ONE/STEVE BELL. (PLANNING COMMISSION RECOMMENDED APPROVAL 9-0). WARD 3.

Elizabeth Jones, Community Development, stated that the subject property located north of SW 19th Street and east of Ginger Avenue was rezoned to C-2 as a Planned Unit Development in 2002. At that time most of the residential properties fronting 19th Street were removed to make room for commercial development. She advised that the proposed development was the last remaining unplatted property from the 2002 rezoning applications.

Ms. Jones stated that a 12" water main located on SW 19th Street, and an 8" sanitary sewer line located on the south side of the site, will be extended to serve the lots. She stated that access would be available from SW 19th Street. Two curb cuts will be allowed to serve the development; however, a private access easement will be required to access Lots 3 and 4. Ms. Jones advised that a 100-year floodplain was located along the east side of the property which also serves as a major drainage way for the City's west-side basin. The applicant submitted drainage calculations which will be reviewed by the City's consulting engineer to ensure that the Base Flood Elevation would not be raised with the new development. Ms. Jones indicated that since the proposed development lies within a Sanitary Sewer Recoupment District the applicant will be required to submit fees at the time the final plat is filed.

Mayor Lewis asked what the applicant proposed constructing on the commercial lots. Ms. Jones indicated that Hideaway Pizza will be constructed on one of the lots.

Councilman Krows moved to approve the preliminary plat of Retail by the Lake, located in the SW/4 of Section 22, T10N, R3W, being north of SW 19th Street and east of Ginger Avenue, second by Councilman Roberts. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 4 being:

APPROVE A LOT SPLIT LOCATED IN THE NW/4 OF SECTION 11, T10N, R3W, BEING SOUTH OF NE 27TH STREET AND WEST OF EASTERN AVENUE. APPLICATION BY LARRY PENNINGTON. WARD 2.

Elizabeth Jones, Community Development, advised that the subject property was located south of NE 27th and east of Little Lane in the Pioneer Acres Addition. The property is zoned residential as part of PUD No. 914 for senior citizen duplexes. However, the PUD included splitting off the existing residence which would be sold as a residential property. Ms. Jones advised that City water was available to the site with a private septic system to be utilized. Staff recommended approval of the item.

Councilman Cavnar moved to approve a lot split located in the NW/4 of Section 11, T10N, R3W, being south of NE 27th Street and west of Eastern Avenue, second by Councilman Krows. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 5 being:

CONSIDER RENEWAL OF A CONTRACT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS ("ACOG") FOR A WASTELOAD ALLOCATION STUDY AT THE CANADIAN RIVER, IN AN AMOUNT NOT TO EXCEED \$190,167, AND SUPPLEMENT THE BUDGET ACCORDINGLY.

Steve Eddy, City Manager, stated that the proposed agenda item was for renewal of an existing contract with ACOG for a Wasteload Allocation Study of the Canadian River. The proposed contract does not include additional monies but is merely a renewal of the existing contract for 2015. Mr. Eddy advised that ACOG indicated the study was close to completion. He added that results of the study will ultimately have an impact on the effluent requirements under the City's Discharge Permit.

Councilman Krows asked if this would be the last renewal of the contract. Mr. Eddy stated that DEQ indicated that this should be the last renewal.

Councilman Krows moved to approve renewal of a contract with the Association of Central Oklahoma Governments ("ACOG") for a Wasteload Allocation Study at the Canadian River, in an amount not to exceed \$190,167, and supplement the budget accordingly, second by Councilman Cavnar. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 6 being:

CONSIDER ADOPTING RESOLUTION NO. 810(15) AMENDING THE CITY OF MOORE SCHEDULE OF FEES AND CHARGES BY ESTABLISHING GARBAGE AND REFUSE COLLECTION RATES FOR AREAS OUTSIDE OF THE CITY LIMITS, AND DESIGNATING PRIOR BUDGET APPROVED WATER RATES AND FEES FOR SECOND POLYCART.

Steve Eddy, City Manager, advised that the primary purpose of the item was to establish a residential refuse collection rate for customers outside of the City limits. The fee rate being discussed resulted from a request from the Miller's Acres residents that the City collect their refuse. Mr. Eddy stated that the City Council had previously approved Miller's Acres becoming refuse customers; however, a rate was not set for the service. He proposed a rate of \$15.25 a month, which is 1½ times the rate for City of Moore customers. Mr. Eddy advised that because the City would not be offering them terminator service, staff opted to propose a rate of \$15.25 instead of the double rate which customers outside of Moore pay for water and sewer service.

In addition, Mr. Eddy stated that fee increases approved in July 2014 were never formally incorporated into the fee schedule. Resolution No. 810(15) amends the Fee Schedule to include those fee rate changes

along with the proposed fee being considered for trash collection for customers who live outside the city limits.

Councilman Krows moved to adopt Resolution No. 810(15) amending the City of Moore Schedule of Fees and Charges by establishing garbage and refuse collection rates for areas outside of the City limits, and designating prior budget approved water rates and fees for second polycart, second by Councilman Cavnar. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 7 being:

DISCUSS AND CONSIDER APPROVAL OF AN UPGRADE TO THE CITY'S FINANCIAL SOFTWARE IN THE AMOUNT OF \$692,565, TO BE FUNDED OVER TWO FISCAL YEARS.

Jim Corbett, Finance Director, advised that staff was requesting an upgrade to the City's financial software which they believe is necessary for better accounting and reporting of grant funds such as the Community Development Block Grant – Disaster Recovery monies. Mr. Corbett indicated that the upgrade would also better position the City for future growth. He stated that the City has used Incode software for approximately 17 years. Staff would propose purchasing Munis software which operates under the same parent company of Tyler Technologies. Using a software program under the same parent company would eliminate incompatibility issues during conversion.

Councilman Krows asked how long it would take for the software to pay for itself. Mr. Corbett anticipated that the new software could provide another 17 years of life. Councilman Krows asked if maintenance would be included. Mr. Corbett indicated that maintenance and service would be available for an annual fee. They have a 1-800 call center that staff could use for assistance. Mayor Lewis asked how much maintenance would cost. Mr. Corbett advised that the first year it would be \$113,000 for all of the applications. He added that the City was currently paying this same amount in maintenance fees. Mayor Lewis asked if the item should be bid out. Randy Brink, City Attorney, indicated that there appeared to be sufficient evidence to declare it as a sole source item. Councilman Krows asked if the software is tailored to the City. Mr. Corbett advised that Tyler Technologies only develops governmental financial software, which numerous cities across the country use. Mayor Lewis asked if the item was budgeted. Mr. Corbett indicated that the software was not a budgeted item because staff did not anticipate the need for the software this soon. However, it was recently determined that there was a need to accurately account for the very large federal grants that the City was awarded. Mayor Lewis asked how much money the City has received from the federal grant awards. Mr. Corbett indicated that approximately \$300,000 a year has been received in entitlement monies for the past several years. He added that the City has not yet requested a drawdown on any of the disaster recovery monies, although they anticipate doing so later this month. Mayor Lewis asked why staff was requesting to expend \$700,000 for software to monitor funds that the City has not yet received. Mr. Corbett stated that the City has been awarded a total of \$52 million but the City has not asked for any of the funds yet. Elizabeth Jones, Community Development Director, advised that the City is prepared to drawdown around \$150,000 to \$250,000 in CDBG-DR funds. However, the City cannot draw down any of the money until we have purchased a financial software system approved by the Department of Housing and Urban Development that can handle the necessary accounting and reporting functions.

Steve Eddy, City Manager, agreed that the software was not something the City anticipated needing this year; however, HUD requires accounting for the dozens, if not hundreds, of projects that will funded

through CDBG-DR monies. The City must be able to account for the money being used in the manner that HUD requires. Mr. Eddy mentioned in an email to the City Council that he believes the City will receive a 10% to 20% reimbursement on the software costs through the grant. He stated that although the City does not have a choice in purchasing the required software, he believes it would be beneficial in the future due to the growth of the community and the resulting bigger budget. Mayor Lewis asked how the purchase would be funded. Mr. Corbett indicated that the money would be pulled from reserves. Mr. Eddy noted that the entire amount would not be expended immediately. The cost would be divided up between two fiscal years. The City would only implement initially what is required by HUD in order to satisfy their requirements. Mr. Eddy asked that Mr. Corbett list what software modules would be included. Mr. Corbett stated that the General Ledger, Budget Preparation, Accounts Payable, Payroll, Fixed Assets, Cashiering, Customer Service, Utility Billing, Inventory, and Work Order modules would be included. Mr. Corbett advised that the entire process would take between 12 and 16 months.

Councilman Krows moved to approve an upgrade to the City's financial software in the amount of \$692,565, to be funded over two fiscal years, second by Councilman Cavnar. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 8 being:

CONSIDER AWARDING RFP NO. 1415-005 "NATIONAL DISASTER RESILIENCY COMPETITION" TO INNOVATIVE EMERGENCY MANAGEMENT, INC. IN AN AMOUNT NOT TO EXCEED \$96,734.04 TO BE FUNDED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GRANT.

Elizabeth Jones, Community Development Director, advised that the Department of Housing and Urban Development, in collaboration with the Rockefeller Foundation, is sponsoring the National Disaster Resiliency Competition. It is a two-phase competitive grant process that will award nearly \$1 billion in HUD Disaster Recovery funds to eligible communities. The competition is intended to assist communities in their recovery from prior disasters as well as improve their ability to withstand future disasters.

Phase I involves obtaining scientific research and citizen comments to determine what possible hazards or disasters the community could face in the future. Phase II would involve implementation of a selected project to help the community become more resilient to the identified hazards or disasters. Ms. Jones stated that HUD would invite a subset of the Phase I applicants to participate in the Phase II competition. She indicated that not everyone that participates in Phase I will be invited to participate in Phase II.

Ms. Jones advised that the City solicited a Request for Proposals for professional services for the Phase I application process. The application must include a narrative explaining the science behind the proposed resiliency projects as well as identify hazards that the community might be exposed to. She indicated that the City received five responses to the RFP and all five firms were interviewed. Ms. Jones stated that the bids ranged from \$20,000 to \$200,000. Staff recommended Innovative Emergency Management, Inc. in an amount not to exceed \$96,734.04 to prepare the Phase I application. She felt that this firm was the most responsive to the City's needs and included consultants on their team with scientific expertise. Most of the other firms did not include a scientific element in their response. She believed the science behind the application would be an important factor in determining who is awarded funds.

Ms. Jones advised that the City was specifically called out in the Notice of Funding Availability (NOFA) which might indicate that the City could receive some of the funding. However, she believed that the City should present the best application possible to increase the chance of being awarded more money.

Councilman Cavnar moved to award RFP No. 1415-005 "National Disaster Resiliency Competition" to Innovative Emergency Management, Inc. in an amount not to exceed \$96,734.04 to be funded through the Community Development Block Grant – Disaster Recovery Grant, second by Councilman Krows. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

Agenda Item Number 9 being:

CONSIDER AMENDING THE PUBLIC WORKS MAINTENANCE CONTRACT WITH SILVER STAR CONSTRUCTION, INC. TO INCORPORATE REQUIRED LANGUAGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDED PROJECTS.

Steve Eddy, City Manager, indicated that the Department of Housing and Urban Development requested that federal language be incorporated into the existing Public Works Maintenance Contract with Silver Star Construction, Inc. for the work being performed on future CDBG projects.

Councilman Krows moved to amend the Public Works Maintenance Contract with Silver Star Construction, Inc. to incorporate required language for Community Development Block Grant ("CDBG") funded projects, second by Councilman Cavnar. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

THE CITY COUNCIL MEETING WAS RECESSED AND THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS CONVENED AT 6:58 P.M.

Agenda Item Number 10 being:

CONSENT DOCKET:

- A) RECEIVE AND APPROVE THE MINUTES OF THE REGULAR MOORE PUBLIC WORKS AUTHORITY MEETING HELD DECEMBER 15, 2014.
- B) APPROVE A CONTRACT ADDENDUM TO CHANGE THE NAME ON A CONTRACT WITH CONSOLIDATED BENEFITS RESOURCES, LLC TO JERRY WHORTON, LLC D/B/A CONSOLIDATED BENEFITS RESOURCES.
- C) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2014-2015 IN THE AMOUNT OF \$894,957.05.

Trustee Roberts moved to approve the consent docket in its entirety, second by Trustee Krows. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

THE MOORE PUBLIC WORKS AUTHORITY MEETING WAS RECESSED AND THE MOORE RISK MANAGEMENT MEETING WAS CONVENED AT 6:59 P.M.

Agenda Item Number 11 being:

CONSENT DOCKET:

- A) ACCEPT THE MINUTES OF THE REGULAR MOORE RISK MANAGEMENT MEETING HELD DECEMBER 15, 2014.
- B) APPROVE AND RATIFY CLAIMS AND EXPENDITURES FOR FY 2014-2015 IN THE AMOUNT OF \$366,299.99.

Trustee Krows moved to approve the consent docket in its entirety, second by Trustee Hunt. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

THE MOORE RISK MANAGEMENT MEETING WAS RECESSED AND THE SPECIAL MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS CONVENED WITH CHAIRMAN TERRY CAVNAR PRESIDING AT 7:00 P.M.

Agenda Item Number 12 being:

ROLL CALL

PRESENT: Krows, Hunt, Lewis, Roberts, Cavnar
ABSENT: Blair, Hamm

Agenda Item Number 13 being:

CONSIDER ADOPTION OF RESOLUTION NO. 13(14) OF THE TRUSTEES OF THE MOORE ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") AUTHORIZING THE OPTIONAL REDEMPTION OF ITS SALES TAX REVENUE NOTE, SERIES 2013 (PARKS AND RECREATIONAL FACILITIES PROJECT) DATED FEBRUARY 1, 2013 (THE "NOTE"); AUTHORIZING PRIOR WRITTEN NOTICE TO NOTEHOLDERS BE GIVEN FOR OPTIONAL REDEMPTION AS AUTHORIZED UNDER THE GENERAL INDENTURE AND THE SERIES 2013 SUPPLEMENTAL NOTE INDENTURE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Steve Eddy, City Manager, advised that a ¼ cent sales tax was approved at the November 6, 2012 election for park construction projects. However, in 2013 the City obtained a short-term revenue note in the amount of \$2 million to allow for the early start of the projects. Mr. Eddy indicated that there is now sufficient funds in the account to pay off the note and to continue with construction of the projects. Adoption of Resolution No. 13(14) would authorize the early payoff of the sales tax revenue note and save the City interest.

Trustee Lewis moved to adopt Resolution No. 13(14), second by Trustee Roberts. Motion carried unanimously.

Ayes: Krows, Hunt, Lewis, Roberts, Cavnar
Nays: None
Absent: Blair, Hamm

THE SPECIAL MOORE ECONOMIC DEVELOPMENT AUTHORITY MEETING WAS RECESSED AND THE CITY COUNCIL MEETING RECONVENED WITH MAYOR GLENN LEWIS PRESIDING AT 7:03 P.M.

Agenda Item Number 14 being:

NEW BUSINESS:

A) CITIZENS' FORUM FOR ITEMS NOT ON THE AGENDA.

There were no citizens to speak.

B) ITEMS FROM THE CITY COUNCIL/MPWA TRUSTEES.

Mayor Lewis welcomed new City Councilwoman Melissa Hunt to the City Council. He also congratulated Councilman Krows on his recent engagement.

C) ITEMS FROM THE CITY/TRUST MANAGER.

There were no items from the City Manager.

Agenda Item Number 15 being:

ADJOURNMENT

Councilman Cavnar moved to adjourn the City Council meeting, second by Councilman Roberts. Motion carried unanimously.

Ayes: Krows, Hunt, Cavnar, Roberts, Lewis
Nays: None
Absent: Blair, Hamm

The City Council, Moore Public Works Authority, Moore Risk Management and Moore Economic Development Authority meetings were adjourned at 7:04 p.m.

TRANSCRIBED BY:

RHONDA BAXTER, Executive Assistant

RECORDED BY:

CAROL FOLSOM, Purchasing Agent

FOR:

DAVID ROBERTS, MPWA Secretary

These minutes passed and approved as noted this ____ day of _____, 2015.

ATTEST:

JIM CORBETT, City Clerk

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 118476139
Functional Area: Entity Management, Performance Information

No Search Results

SAM Search Results
List of records matching your search for :
Search Term : Silver* Star* Construction*
Record Status: Active

EXCLUSION	SILVER STAR CONSTRUCTION, LLC	Status:Active
DUNS: 827563391		CAGE Code: 54YL9
Classification: Firm	Address: 2505 SW 19TH ST	
State/Province: MISSOURI —	City: BLUE SPRINGS —	
Country: UNITED STATES	ZIP Code: 64015-8830	
Activation Date: Mar 1, 2012	Excluding Agency: VETERANS AFFAIRS DEPARTMENT OF	
	Termination Date: Sep 25, 2017	

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Activation Date: Mar 1, 2012	Excluding Agency: VETERANS AFFAIRS DEPARTMENT OF	
	Termination Date: Sep 25, 2017	

Not the same Silver Star Construction Co., Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2016

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

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

PRODUCER Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: detroitgroupcaptive.certrequest@marsh.com CN116-647-0-00500-RAFF-16-17	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES	CERTIFICATE NUMBER: CHI-006483190-04	REVISION NUMBER: 6
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GLO9809602-01	04/01/2016	04/01/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						FIRE DAMAGE	\$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP9809603-01	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC9809601-01	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000

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. Workers' Compensation does not apply to Monopolistic States (ND, OH, WA, and WY), Puerto Rico, or the Virgin Islands.

CERTIFICATE HOLDER	CANCELLATION
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City of Moore
301 N 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.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

John C Hurley



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2016

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PRODUCER Universal Insurance Agency Inc PO Box 6327 Moore, OK 73153 Pat Lee	CONTACT NAME: Shawn Warren PHONE (A/C, No, Ext): 405-799-3311 FAX (A/C, No): 405-799-3330 E-MAIL ADDRESS: shawn@universalinsurance.com														
INSURED Silver Star Construction Co Paving Materials, Inc. 2401 S Broadway Moore, OK 73160	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Great American Ins Companies</td> <td></td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Ins Companies		INSURER B : Charter Oak Fire Insurance Co	25615	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU557813909	05/19/2016	05/19/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$								
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PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
B	Rented Leased Equi			QT6606F385008-COF-16	05/19/2016	05/19/2017	R/L 400,000								

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

CERTIFICATE HOLDER

CANCELLATION

<p style="text-align: center;">CITYM-2</p> <p>City of Moore 301 S. Howard Moore, OK 73160</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Shawn Warren</i></p>
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