



Engineering Services Agreement

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
ENGINEERING SERVICES

THIS AGREEMENT made and entered into this ____ day of _____ 2023 between Muskogee County, Oklahoma, a County of the State of Oklahoma, hereinafter referred to as COUNTY, and Meshek & Associates, LLC, a limited liability company organized under the laws of the State of Oklahoma, hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, COUNTY intends to complete DESIGN, HYDROLOGIC, HYDRAULIC AND OTHER ENGINEERING SERVICES related to the Oklahoma Department of Commerce Community Development Block Grant – Disaster Resistance (CDBG-DR), hereinafter referred to as the PROJECT; and,

WHEREAS, COUNTY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, ENGINEER is prepared to provide such SERVICES; and,

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF SERVICES: The scope of this PROJECT is described in Attachment A, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 COUNTY'S RESPONSIBILITIES. COUNTY shall be responsible for all matters described in Attachment B, RESPONSIBILITIES OF THE COUNTY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment C, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by COUNTY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no



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warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

5.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

6.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend, indemnify and hold the COUNTY and the COUNTY's officers and employees harmless from damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the ENGINEER, its employees and its consultants in the performance of professional services under this Agreement. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the COUNTY or any other Contractor of the COUNTY.

7.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment A, SCOPE OF SERVICES.

8.0 INSURANCE.

8.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:

8.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

8.1.2 Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

8.1.3 Professional Liability Insurance with a \$2,000,000 aggregate limit and not less than \$1,000,000 for each occurrence.

8.2 The ENGINEER shall provide proof of such coverage:
(a) By providing Certificate(s) of Insurance prior to the execution of this AGREEMENT which identifies the COUNTY as Additional Insured and which includes a provision that such insurance shall not be canceled without at least thirty (30) days written notice to the COUNTY; and (b) By submitting



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updated Certificate(s) of Insurance at the request of the COUNTY.

- 8.3 The ENGINEER shall not cause any required insurance policy to be cancelled or permit it to lapse. If the ENGINEER cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the COUNTY will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an ENGINEER who fails to keep required insurance policies in effect may be deemed by the COUNTY to be in breach of contract, ineligible to respond to invitations to submit proposals and/or ineligible to engage in any new agreements.

9.0 OWNERSHIP AND REUSE OF DOCUMENTS.

- 9.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the COUNTY.
- 9.2 COUNTY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at COUNTY'S risk.

10.0 TERMINATION OR SUSPENSION OF AGREEMENT.

- 10.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon thirty days written notice to the other party for any cause.
- 10.2 COUNTY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for COUNTY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to COUNTY.
 - 10.2.1 COMPENSATION. (a) In the event of termination or suspension for COUNTY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of Attachment C.

(b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with Attachment C, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

11.0 NOTICE.

- 11.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.



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11.1.1 To ENGINEER: Meshek & Associates, LLC
1437 S. Boulder Ave., Suite 1550
Tulsa, OK 74119

11.1.2 To COUNTY: Muskogee
County
PO Box 2307
Muskogee, OK 74402

11.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and COUNTY.

12.0 UNCONTROLLABLE FORCES. Neither COUNTY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to:

fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either COUNTY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

13.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, and C, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

14.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the COUNTY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the COUNTY's Manager for resolution. If the Manager is unable to resolve the dispute, the matter may, in the Manager's discretion, be referred to the Chairman of the Board for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

15.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

16.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.



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- 17.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Muskogee County, Oklahoma and accordingly, venue shall be in Muskogee County, Oklahoma and this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Muskogee County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 18.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the COUNTY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the COUNTY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the COUNTY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- 19.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 20.0 THIRD PARTIES. This AGREEMENT is between COUNTY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third- party beneficiary of this AGREEMENT.
- 21.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 22.0 BINDING EFFECT. This Agreement shall be binding upon COUNTY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 23.0 DURATION. This contract shall remain in effect until the expiration of the project funding period of October 6, 2025 or until the completion of the project in its

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entirety and fulfillment of all grant obligations, whichever comes first.

24.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Commissioner of the County of Muskogee.

Meshek & Associates, LLC



Benjamin W. Fletcher, PE, LSI, Manager

Date 02/23/2023

(SEAL)
APPROVED:



Muskogee County, OKLAHOMA

22 day of Mar 2023

Chairman Ken W. Payne

Member Ken [Signature]

Member Keith [Signature]

Attest [Signature] for Polly Irving
County Clerk

County Clerk

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& ASSOCIATES, LLC

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SCOPE OF SERVICES

ATTACHMENT A

A. SCOPE OF PROJECT

This project consists of improvements to Okay Road beginning at the west end of the Okay Road bridge over the Neosho River and extending north and west approximately 2.6 miles. The project will include two separate improvement areas, the eastern 1.33 miles and the western 1.27 miles.

Roadway Design

The eastern 1.33 miles of Okay Road, see Figure 1, will be reconstructed on imported fill material to an elevation determined by the hydraulic analysis. Additional improvements along this corridor will include:

- Roadway alignment will be modified to allow for the placement of fill material and minimize the Right-of-Way required for construction.
- This portion of the roadway will be closed to through traffic with detour routes included in the construction plans. Access to adjacent properties will be maintained at all times.
- Extension of the RCB structure approximately 1,000 feet north of the Neosho River bridge to clearzone and to accommodate the addition of fill material.
- Replacement of the drainage structure approximately 2,500 feet north of the Neosho River bridge. Structure anticipated to be a span bridge structure.
- Side drains will be replaced, with new CET's.
- Cross drains will be replaced, with new CET's.
- Roadway typical section to include 2-11' driving lanes and 2' paved shoulders



Figure 1 - Approximate Extents of Eastern 1.33 miles of Project

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The western 1.27 miles of Okay Road, see Figure 2, will be widened and overlaid.

- Existing alignment will be maintained.
- Anticipated roadway improvements include 2' shoulder widening and a mill and overlay of the existing lanes.
- This portion of the roadway will remain open throughout construction by phasing the construction
- Access to adjacent properties will be maintained at all times during construction
- Replacement of the drainage structure immediately east of the intersection of Okay Road and N 4330 Road. Structure anticipated to be a multi-barrel RCB.
- Side drains will be replaced or added if needed due to drainage, with new CETs added to existing side drains.
- Cross drains will be replaced, with new CET's.



Figure 2 - Approximate Extents of Wester 1.27 miles of Project

Traffic

- The Consultant will prepare Traffic Control Plans and Signing and Striping Plans.

Utility Relocation Coordination

- The Consultant will coordinate the relocation of existing utilities if relocation is necessary.

Roadway Hydraulics

- Perform a hydraulic analysis to determine appropriate erosion protection for two culverts with drops.
- Regression Equation Hydrology
 - RAS Model Hydraulics: For Channel Head-cuts & Multiple Drop Layout
 - HEC14 Energy Dissipation Review/Design
 - No FEMA Floodplains
 - Fee does not Anticipate Adverse Impacts
 - Fee does not Anticipate Habitat Impacts or Mitigation

Environmental

The scope of work consists of environmental studies and NEPA documentation for review and approval by the Federal Emergency Management Administration (FEMA), and preparation and submittal for a Section 404 permit application to the US Army Corps of Engineers (USACE). The specific services to be provided are described below:



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- Cultural Resources Survey

A cultural resources professional who meets or exceeds the Secretary of the Interior's Standards for archaeology and architectural history as defined in 36 CFR 61 will perform a cultural resources survey within Sections 3, 4, 33, and 34 per OAS guidance to determine if there is an effect on any property eligible for or listed in the National Register of Historic Places (NRHP). The Consultant will prepare a draft and final Cultural Resources report. Findings will be summarized in the NEPA document (see Section 5). See detailed scope from Subconsultant attached.

- Wetland Delineation

A professional trained in wetland delineations will review the project and determine if any wetlands and other waters of the U.S. will be impacted. If wetlands and/or other jurisdictional waters are identified, they will be delineated in the field with a sub-meter GPS unit, documented in a report, and shape files of the jurisdictional areas will be provided. Findings will be summarized in the NEPA document and the report will be used to prepare the Section 404 permit application (see Section 6).

- Threatened & Endangered Species Assessment

The Consultant will conduct a review of the project's potential impacts on federally listed threatened and endangered species according to USFWS procedures for federal projects. This review will include a field assessment for the presence of habitat for all federally listed species within the project area and documentation of the presence of habitat and the potential effects in a report. The report will be submitted to USFWS via the on-line review portal and the results will be documented in the NEPA document.

- Bald & Golden Eagle Assessment

The Consultant will review the proposed action and determine if the action is in compliance with the Bald and Golden Eagle Protection Act (BGEPA). Findings will be included in the report described in Section 3.

- Migratory Bird Assessment

The Consultant will review the proposed action and determine if the action is in compliance with the Migratory Bird Treaty Act (MBTA) and if the action has been planned in such a way to avoid the active nesting season of migratory birds. This is typically achieved through plan notes and scheduling. Findings will be included in the report described in Section 3.

- HAZARDOUS MATERIALS

The Consultant will obtain a database search of known sources of contamination in the study area. This will be supplemented by field reconnaissance to verify the locations of potential sources of contamination. The Consultant will prepare a report documenting these findings with recommendations for any additional work.

- NEPA Document

The Consultant shall prepare an Environmental Assessment (EA) document according to FEMA guidelines at Anatomy of an Environmental Assessment | FEMA.gov. The draft EA will be posted for public review for 15 days. Any comments received shall be incorporated into the final EA.

- Clean Water Act Section 404 Permit Application

The Consultant shall prepare Eng Form 6082 (pre-construction notification form), documenting the anticipated impacts to waters of the U.S. An avoidance and minimization statement will be prepared. A mitigation plan is not anticipated. The Consultant shall submit the Form and all required shape files and exhibits to the USACE Tulsa District Regulatory Office for approval.

Roadway Structures

- The Consultant will prepare complete detailed plans, specifications, and estimates for the construction of two bridges on E0830 (E. 50th St. N) over Un-named Creeks including:
- Bridge A is located on the eastern side of the intersection with N4330 Rd. The proposed bridge



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configuration will be determined during the Preliminary Engineering Phase of the project. It is anticipated that the proposed structure will be an "at-grade" Reinforced Concrete Box, with custom barrel and end sections. Staged Construction is anticipated to maintain traffic. Channelization design and plans will be by others, if necessary.

- Bridge B is located .45 miles northwest of the Neosho River. The proposed bridge configuration will be determined during the Preliminary Engineering Phase of the project. It is anticipated that the proposed structure will be a non-skewed multi-span bridge composed of equal span pre-stressed concrete beam superstructure with a pile supported abutment and drilled shaft supported piers. The proposed bridge will be offset from the existing roadway to facilitate construction. Staged bridge construction is not anticipated.
- Final design plans will be in accordance with the AASHTO LRFD Bridge Design Specifications, Current Edition with current Interim Revisions, 2019 ODOT Standard Specifications for Highway Construction, and current ODOT policies/procedures provided to the Consultant.

Geotechnical Investigation

- Pavement survey to include 6 pavement cores/borings and 6 electronic cone penetrometer borings
- 4 borings are anticipated in the planned borrow pit locations
- Pavement design recommendations for the proposed roadway including pavement thickness recommendations and slope stability and settlement analysis of the embankments

Right of Way Acquisition Services in accordance with Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA). Does not include any relocation services.

- Title Investigation: Provide property reports for up to 15 parcels. Either from an abstract company or secures the following from public records or other sources and compiles into a report. That includes the following:
 - The current owner's name(s) as they appear on the deed
 - Property description as written on deed
 - Book and page of the recorded deed or deeds
 - Date deed executed and filed
 - Type of deed
 - Consideration listed on deed
 - Monetary value of revenue stamps
 - Mortgages (description, amount, and signature pages), leases and recording data for each. (If there are not existing mortgages and/or leases, state this on the Title Investigator's report
 - All Public, Private Easements, Lis Pendens, Access Easements, and their recording data
 - Past owner for at least the 5-year period immediately preceding the title search or if beyond 5 years, until good title is found.
 - Good title is generally defined as warranted and defensible title. Quit Claim Deeds and other non-warranted deeds are not considered good title. If good title cannot be identified, the use of an approved title attorney, abstracting company



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or other well qualified individual may be suggested and would be billed as a pass-through cost.

- Valuations for up to 8 ownerships
 - If uncomplicated and compensation is less than \$10,000.00, provide appraisal waiver valuations
 - If above \$10,000.00 and/or complicated obtain appraisal and appraisal reviews
 - Coordinate and review Appraisals
 - Appraisals completed by State Certified Appraisals in accordance with State and Federal Requirements.
 - Review Appraisals completed by State Certified Appraisals in accordance with State and Federal Requirements.
- Negotiations services for up to 8 ownerships
 - Offer preparation and securing documents preparation including:
 - Offer Letter
 - Summary Statement
 - Easement Documents
 - Property Rights Brochure/or General Process Letter
 - Accounting Forms to process payments
 - Mortgage information forms
 - To obtain permission to discuss with mortgage companies
 - Forms for release/consent to easement
 - Other forms may be added to the packet as requested.
 - Meetings with landowners. Typical meetings would include:
 - Offer Presentation
 - Negotiations
 - Meeting to sign securing documents
 - Coordination with mortgage companies to obtain mortgage releases or consent to easement.
 - See section 4, Other Direct Costs.
 - Coordinate with County for payment to landowners
 - Deliver checks if on project site for other business or
 - Mail Certified
 - File Easements and any applicable releases with County Clerk
 - Completed PDF file delivered to County.
 - Contact log of all contacts



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- Copies of all offer information
- Copies of all secured documentation
- Copies of correspondence related to property
- Other Direct Costs. The costs associated with the following items will be invoiced at cost:
 - Filing fees (\$18.00 for first page + \$2.00 for each additional page)
 - Easements
 - Mortgage release/consent to easement
 - Mortgage release/consent to easement application fees (tbd by each mortgage company)
 - Mileage (current IRS rate)
 - Postage Costs

Planning & Grant Management

- Coordination & Facilitation of Monthly Meetings
- Coordination with EODD to provide necessary documentation/reports for CDBG-DR grant reporting

Schedule

Notice to Proceed
30%/60% Plans
65% Plans
90% Plans
PS&E Submission

February 2023
October 2023
January 2024
August 2025
December 2025



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RESPONSIBILITIES OF THE COUNTY

ATTACHMENT B

B. RESPONSIBILITIES OF THE COUNTY. The COUNTY agrees:

- B.1 Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - B.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the COUNTY, which may be useful in the PROJECT.
 - B.1.2 Standard drawings and standard specifications.
- B.2 Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- B.3 Staff Assistance. To furnish the services of at least one of COUNTY'S employees or staff who has right of entry to, and who has knowledge of, COUNTY'S facilities relating to this PROJECT.
 - B.3.1 To furnish legal assistance as required in the preparation, review and approval of construction documents.
 - B.3.2 To furnish staff assistance in locating existing utilities and in expediting their relocation.
- B.4 Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.

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COMPENSATION

ATTACHMENT C

C. COMPENSATION. The COUNTY agrees to pay, as compensation for services set forth in Attachment A, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual percentage of work completed and deliverables provided at the time of billing.

C.1 TOTAL COMPENSATION. For the work under this Contract, the total lump sum fee shall be \$1,130,364.35, which amount shall not be exceeded without further written authorization by the COUNTY. The fee breaks down as follows:

Preliminary Engineering Study	\$ 135,200.00
Surveying	\$ 43,040.00
Roadway Design	\$ 310,840.00
Grant Management	\$ 47,800.00
Traffic Control Design	\$ 44,234.00
Utility Relocation Coordination	\$ 16,700.00
Geotechnical Investigation	\$ 25,725.00
Environmental Document	\$ 105,295.35
Bridge Design	\$ 166,425.00
CLOMR	\$ 44,410.00
Right-of-Way Acquisition	\$ 100,840.00
Bidding & Construction Services	\$ 43,945.00
<u>LOMR</u>	<u>\$ 45,910.00</u>
Total	\$1,130,364.35

C.2 Other Engineering Services. Other engineering services not included in the foregoing, when authorized in writing by the COUNTY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

C.3 Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

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C.4 Hourly Rates.

Allowance for Office Work			
Project Principal II	\$ 325.00	GIS Project Principal	\$ 230.00
Project Principal I	\$ 290.00	GIS Project Manager II	\$ 215.00
Project Manager II	\$ 260.00	GIS Project Manager I	\$ 165.00
Project Manager I	\$ 175.00	GIS Specialist II	\$ 135.00
Project Engineer II	\$ 165.00	GIS Specialist I	\$ 105.00
Project Engineer I	\$ 130.00	GIS Analyst	\$ 95.00
Engineering Intern	\$ 110.00	GIS Technician	\$ 80.00
Engineering Technician II	\$ 125.00	GPS Field Technician	\$ 80.00
Engineering Technician I	\$ 90.00	ROW Project Manager II	\$ 210.00
CAD Designer	\$ 100.00	ROW Project Manager I	\$ 170.00
3 Man Survey Crew	\$ 315.00	Assistant ROW Project Manager	\$ 130.00
2 Man Survey Crew	\$ 215.00	Acquisition/Relocation Agent	\$ 100.00
Survey CAD Technician	\$ 90.00	Real Estate Trainee	\$ 85.00
Survey Crew Chief I	\$ 100.00	Planning/Grant Project Manager II	\$ 165.00
Survey Crew Chief II	\$ 130.00	Planning/Grant Project Manager I	\$ 140.00
Survey Crew Technician	\$ 85.00	Planner II	\$ 115.00
Survey Project Manager	\$ 200.00	Planner I	\$ 105.00
LiDAR Survey Crew	\$ 250.00	Contract Administrator	\$ 190.00
LiDAR Data Specialist	\$ 130.00	Administrative	\$ 105.00
Allowance for Travel			
Mileage	Billed at Current IRS Rate		
Per Diem	Billed at Current IRS Rate		
Per Diem	Billed at Current GSA Rate		
Reproduction Costs			
8-1/2"x11" print	\$ 0.15	Billed per page printed	
8-1/2"x14" print	\$ 0.20		
11"x17" print	\$ 0.30		
Black and White Plots	\$ 3.00		
Color Plot	\$ 6.00		
Mylars	\$ 9.00		
Miscellaneous Outside Expenses and Fees			
Outside Direct Project Expenses	Passthrough at Cost		
Subconsultant Services	Cost plus 5% management fee		



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ATTACHMENT D

ANTI-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Prospective Participant, Meshek & Associates, LLC, (Consultant), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. 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 federal 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 contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, US Code. 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 failure.



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ATTACHMENT E

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 ASSURANCES

Meshek & Associates, LLC (hereinafter referred to as the Consultant) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Consultant receives Federal financial assistance; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

More specifically and without limiting the above general assurance, the Consultant hereby gives the following specific assurances:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



Engineering Services Agreement

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Attachments:
Appendices A and B



Engineering Services Agreement

APPENDIX A

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations: The consultant will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Sanctions for Noncompliance: In the event of a consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the consultant under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The consultant will take action with respect to any subcontract or procurement as the Recipient. Provided, that if the consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient.



Engineering Services Agreement

APPENDIX B

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



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ATTACHMENT F

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the COUNTY of Perkins and understands and agrees that the COUNTY of Perkins will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.



Engineering Services Agreement

ATTACHMENT G

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to ~~the (NAME OF COUNTY)~~ Muskogee County and understands and agrees that ~~the Muskogee County (NAME OF COUNTY)~~ will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.



Engineering Services Agreement
ATTACHMENT H

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 he or she is employed on such work to work in excess of forty hours in such a 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 forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, 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 paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (COUNTY NAME) 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 contractor, 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 paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section.



Engineering Services Agreement

ATTACHMENT I

HUD CDBG – DR FUNDING COMPLIANCE

Contractor Package: SECTION 3 BROCHURE

[Community Development Block Grant Disaster Recovery Program | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)