



Engineering Services Agreement

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
ENGINEERING SERVICES

THIS AGREEMENT made and entered into this ____ day of January 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 FEMA DR 4438 Project #010, Muskogee County Advance Assistance project, 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 Mayor 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.

MESHEK & ASSOCIATES, LLC

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23.0

DURATION. This contract shall remain in effect until the grant period of performance grant deadline of November 28, 2024 is reached or the project is completed in its entirety, required grant closeout obligations have been met and the county has been reimbursed by FEMA for all eligible expenses, whichever comes first.

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.

9th day of Jan 2023
Chairman Kempall Payne
Member _____
Member _____
Attest _____ County Clerk

Meshek & Associates, LLC

Benjamin W. Fletcher

Benjamin W. Fletcher, PE, LSI, Manager

Date 1 / 6 / 2 0 2 3

Muskogee County, OKLAHOMA



County Clerk

Ken Doke, County Commissioner

Date _____



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SCOPE OF SERVICES

ATTACHMENT A

A. SCOPE OF PROJECT

The project is to be completed in three separate Task Orders. Task Order One will include GIS services, as well as Preliminary Design Plans, Construction Cost Estimates and Hydraulic Analysis for several roadway impacted by long-term inundation from flooding.

Task Order One:

GIS Services:

This task order will establish an online flood risk management, mitigation, and recovery-oriented GIS platform. This would include gathering existing GIS data layers, converting existing non-GIS layers such as spreadsheets into GIS-based representations, and presenting them in online applications. These would contain data layers related to flood risk and flood mitigation, including bridges; low-to-moderate income areas; social vulnerability index distribution; FEMA regulatory and other floodplain layers; depth grids; contours; parcels; roads; storm shelters; fire hydrants impacted by floods.; and 911 addresses. These data layers would be assembled and presented in a dashboard for use in identifying future mitigation projects and tracking completed mitigation measures. This will also be an invaluable tool for damage assessments in future flooding disasters to assist in identifying RL properties and potential candidates for FMA voluntary buyouts. general reference: an operational dashboard to track mitigation action implementation; and a damage assessment tool to be used in the event of a flooding disaster.

Preliminary Roadway Design and Hydraulic Analysis:

The preliminary design and hydraulic analysis will set the proposed alignment, length and finished grade of new roadways, determine the size of any bridge structures required and evaluate the hydraulic impacts to streams. The hydrology and hydraulic analyses, including the design storm frequency, for the bridges and roadways will be in accordance with local jurisdiction design criteria. If local design criteria do not provide guidance on hydrology and hydraulic design elements, the ODOT design criteria will be used. A preliminary Benefit/Cost evaluation, Conceptual Design Plans and Construction Cost estimate will be prepared for each project. All projects will be ranked in a prioritization report which will be used to identify the projects that will be included in Task Order Two.



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The projects to be analyzed are:

District 1

W. 93rd & Oktaha Road
Benge Bridge E. of 2 Mile Road
3 Mile Road
W. 73rd & Oktaha Road
103rd St. 54th/Oktaha

S. York Street & Smith Ferry/25th
Mayer Lane
Town of Oktaha
Town of Braggs
Town of Keifton

District 2

213th Street W. of Ross Road
Texanna Road W. of Porum

263rd 1.5 Miles West of Ross Road
Coffee Road & 85th Street

District 3

Old Taft Road
133rd Between 124th & 134th
154th 7 SH 16/23rd

Task Order One Schedule:

Notice to Proceed
Preliminary Prioritization Report Submittal
Final Prioritization Report Submittal

January 2023
May 2023
July 2023

Task Order Two:

Task Order Two will include the preparation of final construction plans for the projects identified in the prioritization report prepared in Task Order One.

A detailed scope and engineering fee for Task Order Two will be submitted to the County for approval at a future date. Work on Task Order Two will not begin until Engineer receives written approval and Notice to Proceed from County.

Task Order Two Schedule

To be defined by Task Order

Task Order Three:

Task Order Three will include professional planning and grant management services as provided by the Meshek planning and grant management team.

These services will include, but may not be limited to:

- Coordination and facilitation of monthly meetings
- Quarterly grant reporting and uploading of required documentation to ODEMHS
- Collection and submission of documentation required for reimbursement of funds
- Requests for reimbursement from ODEMHS on Muskogee County's behalf
- Collection and submission of documentation required for grant close out upon completion of projects.



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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, copies of invoices or proof of payments and other data available in the files of the COUNTY, which may be useful or required during 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.3.3 To furnish staff assistance with county financial policies, procedures, and records for grant reporting purposes.
 - 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 Task Order 1 of this Contract, the total maximum billing shall be \$371,536.25, which amount shall not be exceeded without further written authorization by the COUNTY
- 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.

MESHEK

& ASSOCIATES, LLC

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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 Project Manager II	\$ 165.00
Survey Crew Chief II	\$ 130.00	Planning 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.



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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



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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.



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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.).



Engineering Services Agreement

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 and understands and agrees that the 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 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 Muskogee County and understands and agrees that Muskogee 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. Muskogee County 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

Hazard Mitigation Assistance Guidance

Contractor Package

https://www.fema.gov/sites/default/files/documents/fema_hma-program-administratio-by-states.pdf