

CONTRACT



BETWEEN THE CITY OF MOORE, OKLAHOMA AND MESHEK & ASSOCIATES, L.L.C. FOR PROFESSIONAL SERVICES

Preamble

This Contract is entered into between the City of Moore, Oklahoma (“the City”), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Meshek & Associates, L.L.C. (“Engineer”), a proprietorship, with principal offices at 1437 S. Boulder Ave., No. 1550, Tulsa, OK 74119;

WHEREAS, the City requires the services of Engineer as an Engineer to complete a Letter of Map Revision (LMOR) for the Little River Drainage Channel and Detention Pond, not to exceed **\$38,417.90**;

WHEREAS, the Engineer has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party’s contract;

Section 1: Term and Termination

- 1) The term of the contract shall be from November 17, 2020 to November 17, 2021. This contract will be for one year, and will be non-renewable;
- 2) The Contract may be terminated in whole or in part as follows:
 - (a) By the City of Moore, if an Engineer fails to comply with the terms and conditions of a Federal award;
 - (b) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Engineer shall be paid for the work performed up to the date of termination The City shall be entitled to all Engineer work up to the date of termination;
 - (c) By the City of Moore with the consent of the Engineer, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (d) By the Engineer upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.
 - (e) When a Federal award is terminated or partially terminated, the City of Moore and the Engineer remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)
- 3) The Contract may be amended as provided for in Section 8: Modification or Amendment

Section 2: Scope of Services

General

Services of the Engineer and the Engineer's subcontractors under this Agreement are to perform a survey and engineering services to develop a Letter of Map Revision (LOMR) submittal to FEMA to update the Cleveland County Flood Insurance Risk Maps (FIRM) based on construction of a new detention pond, channel alterations, and roadway crossing alterations made to the Little River Corridor. The work will consist of the following tasks:

- Necessary detention pond & stream hydrology updates to reflect as-built conditions
- Necessary detention pond & stream hydraulic updates to reflect as-built conditions
- Preparation of LOMR submittal package for submission to FEMA
- Update LOMR submittal package as requested by FEMA review
- Preparation of notice of completion of works submittal to OWRB

Appendixes

A: Projected Budget

B: Sub-Contractors

C: Section 3/MBE/WBE Report

D: Estimated Project Schedule

Section 3: General Terms and Conditions

Laws and Regulations

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

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;

- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 32262 published May 29, 2013
- (i) HUD Federal Register Notice at 78 FR 45551 published July 29, 2013
- (j) HUD Federal Register Notice at 78 FR 46999 published August 2, 2013
- (k) HUD Federal Register Notice at 78 FR 52560 published August 23, 2013
- (l) HUD Federal Register Notice at 78 FR 69104 published November 18, 2013
- (m) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (n) HUD Federal Register Notice at 79 FR 17173 published March 27, 2014
- (o) HUD Federal Register Notice at 79 FR 31964 published June 3, 2014
- (p) HUD Federal Register Notice at 79 FR 40133 published July 11, 2014
- (q) HUD Federal Register Notice at 79 FR 60490 published October 7, 2014
- (r) HUD Federal Register Notice at 79 FR 62182 published on October 16, 2014
- (s) HUD Federal Register Notice at 80 FR 1039 published on January 8, 2015
- (t) HUD Federal Register Notice at 80 FR 17772 published on April 2, 2015
- (u) HUD Federal Register Notice at 80 FR 26942 published on May 11, 2015
- (v) HUD Federal Register Notice at 80 FR 51589 published on August 25, 2015
- (w) HUD Federal Register Notice at 80 FR 72102 published on November 18, 2015
- (x) HUD Federal Register Notice at 81 FR 7567 published on February 12, 2016

- (y) HUD Federal Register Notice at 81 FR 36557 published on June 7, 2016
- (z) HUD Federal Register Notice at 81 FR 54114 published on August 15, 2016
- (aa) HUD Federal Register Notice at 82 FR 9753 published on February 8, 2017
- (bb) HUD Federal Register Notice at 82 FR 36812 published on August 7, 2017
- (cc) HUD Federal Register Notice at 82 FR 61320 published on December 27, 2017
- (dd) HUD Federal Register Notice at 82 FR 4836 published on February 19, 2019
- (ee) The applicable laws of the State of Oklahoma; and
- (ff) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (gg) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix II

Federal Changes

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

Assignability

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

Access to Records

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

Record Retention Requirements

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

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

Remedies for Noncompliance

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing

additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Termination

- (a) The Contract may be terminated in whole or in part as follows:
 - (1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
 - (2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination The City shall be entitled to all contractor work up to the date of termination;
 - (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Contractor upon sending the City of Moore or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

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

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

Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

Conflict of Interest

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

Copyrights

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

Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Oklahoma. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the

operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

Reference: Executive Orders 12549 and 12689; 2 CFR 180.220; 2 CFR 200 Appendix II

Environmental Requirements

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

Environmental Conditions Discovered During Construction

- 1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;
- 2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.

3) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared.

References: 24 CFR Part 58.47

Patent rights

1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

Subcontracts:

5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The contractor, if subcontractors are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Section 4: Insurance

Insurance Requirements

The Engineer shall indemnify, the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property to the extent caused by the negligence of the Engineer. The Engineer shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
Workers' Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
Employer's Liability	\$1,000,000 Each Occurrence

	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order.

Section 5: Invoices and Payment

Invoices

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

- 1) The Engineer agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in Appendix C at the time of the Invoice;
- 2) For an Invoice to be considered “properly submitted”:
 - a) The Invoice must be identified by Project Number I-15-W-URG, be complete, accurate, have all required documentation; be signed and dated; and
 - b) Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

Payments

- 1) The City agrees to make full payment of any “properly submitted” invoice within thirty days of the invoice date.

- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Engineer.
- 3) All Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated to receive payment.

Section 6: Proprietary Information

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

Section 7: Understanding and Authorization

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

Section 8: Modification or Amendment

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

Section 9: Execution

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

Section 10: Notifications

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

To: The City of Moore at:
Project-Grants Manager
Capital Planning and Resiliency
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: Meshek & Associates, L.L.C. at:
Meshek & Associates, L.L.C.
Chris Duncan, PE, CFM
1437 S. Boulder Ave., No. 1550
Tulsa, OK 74119

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

The City of Moore:

Mark H. Hamm Date: 11-16-2020
~~Glenn Lewis, Mayor~~ Mark Hamm, Vice Mayor

Vanessa Kemp
Vanessa Kemp, City Clerk



Randy Brink
Randy Brink, City Attorney

Meshek & Associates, L.L.C.
Chris Duncan Digitally signed by Chris Duncan
Date: 2020.11.09 17:05:15
-06'00'

Chris Duncan, PE, CFM

Date: 11/09/2020

APPENDIX A: BUDGET

I-15-W-URG Budget: LOMR For Little River Drainage Pond & Channel	
Hydraulic Modeling	\$2,437
FEMA LOMR Submittal	\$34,343.90
OWRB NOC Submittal	\$1,637
TOTAL	\$38,417.90

APPENDIX B: SUB-CONTRACTORS

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APPENDIX C: Section 3/MBE/WBE Report

The Section 3, Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Report is required for all Engineers who, in the response to the original Request for Proposals, provided certification ([see VDR 03 – F1](#)) of Section 3, MBE or WBE status, and/or who stated an intent to utilize a certified Section 3, MBE or WBE ([see VDR 03 – F2](#)). The report is filed with each invoice.

Section 3/MBE/WBE Report				
Total Amount of Invoice	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

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

Engineer Name	
Work Order/Task Order Number	
Invoice Period	
Signature	
Printed Name	
Position	
Date	

Appendix D: Estimated Project Schedule

III. Schedule

LOMR for Little River Park Pond & Channel	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
A OWRB Notice of Amendment	OWRB										
B Little River Park Dam Construction		Construction									
C Hydrology Model											
D Hydraulic Model											
E Submittals											
F LOMR Comments/Responses											
G OWRB Notice of Completion											

 Performed by Meshek & Associates
 Performed by others

**Note: (C-G) May start earlier if (B) finishes earlier.*

- A) OWRB Notice of Amendment: November 2020- December 2020
- B) Little River Park Dam Construction: December 2020-March 2021
- C) Hydrology Model: March 2021
- D) Hydraulic Model: April 2021
- E) Submittals: April 2021
- F) LOMR Comments/Response: April 2021-September 2021
- G) OWRB Notice of Completion: May 2021