

AGREEMENT
BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
WATER AND SEWER GIS UPDATES, FY2019
PROFESSIONAL SERVICES AGREEMENT

1. Consultant Firm:

- a. Name: Meshek & Associates, LLC
- b. Telephone No.: 918-392-5620
- c. Address: 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119

2. Project Title and Location: Water and Sewer GIS Updates, FY2019

3. Agreement for: Updating Water and Sewer information in the Geographical Information System (GIS), including a Citywide water and sanitary sewer utility GIS data review and update and a Web-based GIS Data Access Configuration.

4. Agreement Data:

- a. Agreement Amount: Thirty-two Thousand Eight Hundred and No/100 Dollars (\$32,800.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for completion is 365 calendar days.

5. The Broken Arrow Municipal Authority (“BAMA”), represented by the City Manager, and the Consultant, identified in paragraph 1 agree to perform this agreement in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this agreement. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Agreement
- b. Duly Authorized Amendments to this Agreement
- c. Special Provisions set out in this Agreement
- d. Consultant’s Proposal for this Agreement

6. Agreement approved by the Broken Arrow Municipal Authority on:

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
WATER AND SEWER GIS UPDATES, FY2019
PROFESSIONAL SERVICES AGREEMENT NUMBER**

The Broken Arrow Municipal Authority, a Municipal Trust (BAMA) and Meshek & Associates, LLC (Consultant) with its principal place of business located at 1437 South Boulder Avenue, Suite 1550, Tulsa, Oklahoma 74119, hereby enter into the following Agreement:

The City Manager representing the BAMA desires to employ the professional services of the Consultant to conduct Water and Sewer Geographic Information System (GIS) Updates, FY2019, as outlined in the work plan.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Agreement Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Agreement and shall be completed within Three Hundred Sixty-Five (365) calendar days.

It is agreed that the Consultant shall be compensated at the rate of Thirty-two Thousand Eight Hundred and No/100 Dollars (\$ 32,800.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the Planning Division Manager in accordance with the progress made over the invoice period. The invoices shall be in a format satisfactory to the Planning Division Manager. Payment will be made following the first eligible BAMA meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position, therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated agreement requirements.

The foregoing Professional Services Agreement supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Lesli Myers
Assistant City Attorney

Broken Arrow Municipal Authority
A Municipal Trust

By: _____
Michael L. Spurgeon, City Manager

Attest:

Date _____

Secretary [Seal]

Meshek & Associates, LLC

By: *Michael Couch*
1437 South Boulder Avenue, Suite 1550
Tulsa, OK 74119

Attest:

N/A
Corporate Secretary (Seal)

Date: _____

VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 11th day of September 2018, personally appeared Michael Couch, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Manager (Please circle or specify)) of Meshek & Associates, LLC and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12/17/18



Christy Dulaney
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY
WATER AND SEWER GIS UPDATES, FY2019
PROFESSIONAL SERVICES AGREEMENT NUMBER
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER**

SP - 1.0 SCOPE OF THE PROJECT:

1.1 Update Water and Sewer information in the Geographical Information System (GIS), including a Citywide water and sanitary sewer utility GIS data review and update and a Web-based GIS Data Access Configuration.

1.2 Summary of the work items is as follows. Consultant's proposal containing more detail is in Exhibit A.

- Phase A, Citywide Water and Sanitary Sewer Utility Markups Update.
 - Review markups of water and sanitary sewer system on previously established web map and update sanitary sewer and water utility GIS accordingly.
- Phase B, Subdivision Water and Sanitary Sewer Utility Plans Update.
 - Review subdivision plans filed since start of last year's utility update project and update sanitary sewer and water utility GIS to incorporate new plan data.
- Phase B, Online Map Publishing Support
 - Update existing web mapping and begin migrating map hosting to City's own network infrastructure.
- All work phases to be performed over the course of the year in quarterly increments.

SP - 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1 Furnish to Consultant all data, in its possession, necessary for the Consultant to complete the agreement requirements.

2.2 Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 As outlined in the attached work plan (Exhibit A). The Consultant will submit a revised work schedule after this Agreement has been fully executed by the BAMA.

EXHIBIT A

CONSULTANT'S PROPOSAL, WORK PLAN, AND RATE SCHEDULE



August 30, 2018

Mr. Bill Cyganovich, PE
Planning Division Manager, City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, OK 74012

Reference: GIS Data Maintenance and Support

Dear Mr. Cyganovich:

Meshek & Associates, LLC (Meshek) appreciates the opportunity to work with the City of Broken Arrow to provide GIS Data Maintenance and Support to ensure that the City's utility data is ever improving toward the goal of being more current, correct, and accessible. These services would be provided in the form of quarterly updates.

To perform this work, we propose the following tasks and accompanying fees in the table below.

Table 1: Meshek Fee Summary

GIS Data Maintenance and Support		
General Task Description	Quarterly Cost	Annual Cost
Online markups review and input	\$3,200	\$12,800
New subdivision utility plan input	\$3,500	\$14,000
Online map publishing support	\$1,500	\$6,000
Total:	\$8,200	\$32,800

Work would be billed per quarter on a lump sum basis.

For any plan-based input, we would continue to use as-built subdivision utility plans (PDF or CAD format) to add to and modify the existing City utility data. We would input sewer plan and profile information (top of rim and flowline). We would attach the source documents as hyperlinks to the features. This estimate is based on 5 new subdivisions per quarter.

Online map publishing support would include updating the viewer we maintain, or loading the data onto a viewer or server the City maintains.

If the City is able to provide a workspace with network access, these updates could be performed by one of our staff on-site in the City's offices during the quarterly maintenance window. This would be an option for the convenience of the City's staff to facilitate communication during the updates.

We are excited for the opportunity to work with the City of Broken Arrow. Please feel free to contact me for any further discussions or questions.

Sincerely,



Michael Couch
GIS Principal
(918) 392-5620 x222
mcouch@meshekengr.com



CIVIL & WATER RESOURCE ENGINEERING
GEOGRAPHIC INFORMATION SYSTEMS

Meshek & Associates, LLC
2018 Rate Schedule

Allowance for Office Work:

Project Principal II	\$	235/hour
Project Principal I	\$	205/hour
Project Manager	\$	120/hour
Project Engineer	\$	105/hour
Engineer Intern	\$	100/hour
Engineering Technician	\$	70/hour
CAD Technician II	\$	95/hour
CAD Technician I	\$	80/hour
Grant Project Manager	\$	165/hour
Planner	\$	115/hour
ROW Project Manager	\$	155/hour
Acquisition/Relocation Agent II	\$	120/hour
Acquisition/Relocation Agent I	\$	110/hour
Real Estate Trainee	\$	85/hour
LiDAR Survey Crew	\$	250/hour
LiDAR Data Processor	\$	125/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	175/hour
Survey Crew Chief II	\$	120/hour
Survey Crew Chief I	\$	80/hour
Survey Crew Technician	\$	60/hour
GIS Project Principal	\$	175/hour
GIS Project Manager II	\$	165/hour
GIS Project Manager I	\$	125/hour
GIS Specialist II	\$	125/hour
GIS Specialist I	\$	105/hour
GIS Analyst	\$	85/hour
GIS Technician	\$	75/hour
Contract Administrator	\$	105/hour
Clerical	\$	60/hour

Allowance for Travel:

Total mileage traveled for field and office visits

@ Current IRS rate.

Reproduction costs:

In-house reproduction

8-1/2"x11" black/white	\$	0.08/each
8-1/2"x11" color	\$	0.15/each
8-1/2"x14" black/white	\$	0.10/each
8-1/2"x14" color	\$	0.17/each
11"x17" black/white	\$	0.20/each
11"x17" color	\$	0.35/each
Black and White Plots	\$	2.00/each
Color Plot	\$	5.00/each
Mylars	\$	5.00/each
USB Flash Drive	\$	10.00/each

@ Current GSA Rate

@ Current GSA Rate

Cost plus 5%

Miscellaneous outside expenses and fees: