

**CONTRACT
CITY OF BROKEN ARROW
BOND PROJECT PROGRESS TRACKING MAP FOR PUBLIC INFORMATION
FOR VARIOUS CITY PROJECTS
PROFESSIONAL SERVICES CONTRACT**

1. Professional Services Provider:

- 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: Bond Project Progress Tracking Map for Public Information

3. Contract for: Obtaining Right of Way or other properties required for various capital improvement projects in the City of Broken Arrow, in accordance with the attached Letter Agreement.

4. Contract Data:

- a. Contract Amount: Not to Exceed \$15,935.00
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 60 calendar days.

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

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Consultant's Proposal for this Contract

6. Contract approved by the City Manager on: _____

CITY OF BROKEN ARROW
BOND PROJECT PROGRESS TRACKING MAP FOR PUBLIC INFORMATION
FOR VARIOUS CITY PROJECTS
PROFESSIONAL SERVICES CONTRACT

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Meshek & Associates, LLC (Consultant) with principal place of business located at 1437 South Boulder Avenue, Suite 1550, Tulsa, Oklahoma 74119, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of Consultant to build a map-driven progress-tracking website for various City projects in the 2018 GO Bond funding package as outlined in the Consultant's proposal, attached as Exhibit 1.

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

These duties, responsibilities and requirements shall begin upon the execution of this Contract and is expected to be completed within Sixty (60) calendar days.

It is agreed that the Consultant shall be compensated at a rate not to exceed Fifteen Thousand Nine Hundred Thirty-five and No/100 (\$15,935.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the City Engineer in accordance with the attached Consultant's proposal (Exhibit 1). The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council 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 agrees to commit the time necessary to perform the professional services in a professional manner.

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

The foregoing Professional Services Contract 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 Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Jesli Myers
Assistant City Attorney

Attest:
[Signature]
City Clerk [Seal]



City of Broken Arrow, Oklahoma
A Municipal Corporation

By: [Signature]
Michael L. Spurgeon, City Manager
Russell GALE
Date 10-5-18

Meshek & Associates, LLC

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

Attest:
N/A
Corporate Secretary (Seal)
Date: 9/27/2018

VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 27th day of September 2018, personally appeared Michael Couch, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (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

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
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SPECIAL PROVISIONS ATTACHMENT

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall build a map-driven progress-tracking website for the 2018 GO Bond project's identified by the City Engineer, as outlined in the Consultant's proposal, attached as Exhibit 1.

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 contract 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 Consultant's proposal, attached as Exhibit 1. The Consultant will organize the projects according to each proposition.

3.2 Each project would have attributes indicating budget, type and stage of completion.

3.3 Consultant will gather, organize, map and describe the bond projects sorted by proposition.

3.4 Consultant will develop and submit three (3) draft progress-tracking maps for City selection.

3.5 Consultant will train City staff on maintenance of selected progress-tracking map viewer.

EXHIBIT 1

CONSULTANT'S PROPOSAL AND FEE SCHEDULE

September 27, 2018

Mr. Alex Mills, PE
Director - Engineering and Construction Department
485 North Poplar Avenue
Broken Arrow, OK 74012

Reference: Bond Project Progress Tracking Map for Public Information

Dear Mr. Mills:

Meshek & Associates, LLC (Meshek) appreciates the opportunity to work with the City of Broken Arrow to build a map-driven progress-tracking website for the upcoming 2018 GO Bond projects (and a small number of other City projects, approximately 10 in number).

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

Table 1: Meshek Fee Summary

General Task Description	Cost
Gather, organize, map, and describe bond projects (sorted by proposition)	\$5,795
Develop and submit three (3) draft progress-tracking maps for City selection	\$7,460
Train City staff on maintenance of selected progress-tracking map viewer	\$2,680
Total:	\$15,935

Meshek's share of the work is estimated for completion in 3 weeks of labor. When including deliberation time by City staff in selecting the final Viewer (after submittal of draft Viewers by Meshek) and incorporating received City comments to launch the final chosen Viewer, **we estimate total time to complete the project at a maximum of 60 calendar working days from notice to proceed.** Work would be billed on a lump sum basis.

Proposed schedule is as follows:

1. Meshek completes 3 initial draft viewers for City review: 2 weeks
2. City reviews and chooses final viewer (one of the draft Viewers, or some combination of features from one or more of the draft Viewers): 1 month – 1.5 months
3. Meshek completes final Viewer based on City review and selection: 1 week

Projects would be organized according to proposition. Each project would have attributes indicating budget, type, and stage of completion. Ongoing maintenance of the chosen progress-tracking map would be performed by City staff. Map design will emphasize its role in public information.

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,

A handwritten signature in blue ink that reads "Michael Couch". The signature is fluid and cursive, with the first name "Michael" being larger and more prominent than the last name "Couch".

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
Per Diem – Meals	@	Current GSA Rate
Per Diem – Lodging	@	Current GSA Rate

Miscellaneous outside expenses and fees: Cost plus 5%

www.meshekengr.com

phone: 918-392-5620 • fax: 918-392-5621 • 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119