

**BROKEN ARROW MUNICIPAL AUTHORITY (BAMA)
PROFESSIONAL SERVICES AGREEMENT
TITLED: MESHEK FIELD DATA TRAINING
PROJECT NAME: SANITARY SEWER INSPECTION DATA SOLUTIONS**

1. Professional Service 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: Sanitary sewer inspection data solutions

3. Contract for: Providing professional services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include manhole field photo collection process set up and training; and inspection data updates & QA/QC. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the rate in accordance with the rate schedule in SP 4.0 and the total compensation under this contract is Not To Exceed Nineteen Thousand and Forty dollars and No/100 (\$19,040.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to BAMA. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Two Hundred (200) calendar days after the date the Notice to Proceed is issued. BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and BAMA on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to BAMA on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties 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. Professional Service Provider's Proposal for this Contract

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

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

Broken Arrow Municipal Authority:

Professional Service Provider:
(Meshek & Associates, LLC)

By: _____
Michael L. Spurgeon, City Manager

By: Michael Couch
Signature

Date: _____

Title: Michael Couch, GIS Manager
Printed Official's Full Name, Office

Attest: _____
City Clerk [Seal]

Date: 11/6/19

Date: _____

Attest: _____
By: _____
Signature or Corporate Seal

Title: _____
Printed Official's Full Name, Office

Date: _____

Approved as to form:

[Signature]
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 16th day of September 2019, 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 to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Tiffany Mendenhall
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
TITLED: MESHEK GIS UPDATES
PROJECT NAME: WATER AND SEWER GIS UPDATES FY 2020
SPECIAL PROVISIONS ATTACHMENT**

SP - 1.0 SCOPE OF THE PROJECT:

- 1.1 Tasks include building the GIS interface, training City of Broken Arrow staff to perform field data collection (including photos) of sanitary sewer manholes using Arc GIS Collector App with photo and attribute attachments.
- 1.2 Tasks include updating and maintaining the sanitary sewer data web map to display inspection data, manholes with photo attachments, and inspection reports.

SP- 2.0 SERVICES OF BAMA: BAMA WILL:

- 2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider 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 BAMA'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 PROFESSIONAL SERVICE PROVIDER 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 BAMA.
- 3.2 Work will be billed at the rates in SP 4.0 herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

SP- 4.0 COMPENSATION BREAK DOWN

Manhole field photo collection process set up and training (lump sum):	\$9,800
<u>Inspection data updates & QA/QC:</u>	<u>\$1,320 (per month) \$9,240 (per year)</u>
Total Contract Amount:	\$19,040

[END OF CONTRACT SPECIAL PROVISIONS]

November 4, 2019

Ms. Emily Rowland
485 North Poplar Avenue
Broken Arrow, OK 74012

Reference: Sanitary Sewer Inspection Data Solutions

Dear Ms. Rowland:

Meshek & Associates, LLC (Meshek) appreciates the opportunity to work with the City of Broken Arrow to provide Sanitary Sewer Inspection Data Solutions. To perform this work, we propose the following tasks and accompanying fees in the table below.

Table 1: Meshek Fee Summary

Sanitary Sewer Inspection Data Solutions, Phase 1	
General Task Description	Cost
Phase 1: Manhole field photo collection process set up and training	\$9,800
Total:	\$9,800

This task would consist of building the GIS interface, and training City of Broken Arrow staff, to perform field data collection (including photos) of sanitary sewer manholes using an ArcGIS Collector App with photo and attribute attachments. **The total cost of this phase is \$9,800.** Work would be billed on a lump sum basis.

Table 2: Meshek Fee Summary

Sanitary Sewer Inspection Data Solutions, Phase 2		
General Task Description	Monthly Cost	Annual Cost
Phase 2: Inspection data updates & QA/QC	\$1,320	\$9,240
Total:	\$1,320	\$9,240

This task would consist of updating and maintaining the sanitary sewer data web map to display inspection data, manholes with photo attachments, and inspection reports. **The total cost of this phase is \$9,240 through the remainder of the fiscal year.** Following completion of Phase 1, work would be billed monthly.

The total cost of both proposed work phases is \$19,040.

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" and last name "Couch" clearly distinguishable.

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



2019 Rate Schedule

Allowance for Office Work:

GIS Project Principal	\$	175/hour
GIS Project Manager	\$	130/hour
GIS Specialist II	\$	130/hour
GIS Specialist I	\$	105/hour
GIS Analyst	\$	90/hour
GIS Technician	\$	65/hour
GPS Field Technician	\$	60/hour
Contract Administrator	\$	130/hour
Clerical	\$	70/hour