

AMENDMENT NO. 3
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
MUSKOGEE COUNTY

THIS AMENDMENT NO 3, to the Agreement for Professional Engineering Services made and entered into this ____ day of _____, 2024 between the 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 and ENGINEER entered into an AGREEMENT, dated January 9th, 2023, under which the ENGINEER was to provide professional service to perform design, hydrologic, hydraulic, and other engineering services related to the FEMA DR 4438 Project #010, Muskogee County Advance Assistance, hereinafter referred to as the PROJECT; and,

WHEREAS, COUNTY requires certain additional professional services in connection with the PROJECT, hereinafter referred to as the SERVICES, thereby necessitating the amending of the AGREEMENT; 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 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment A, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.
- 2.0 COMPENSATION. ENGINEER shall be paid in accordance with Attachment B, COMPENSATION, which is attached hereto and incorporated by reference as part of this AMENDMENT.
- 3.0 All other terms and conditions of the AGREEMENT, dated January 9th, 2023, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Commissioner of Muskogee County.

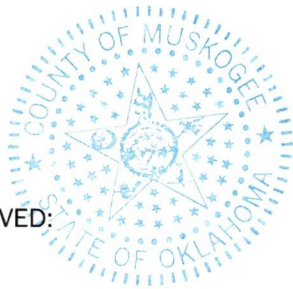
Meshek & Associates, LLC

Benjamin W. Fletcher
Benjamin W. Fletcher, PE, LSI, Manager

Date 10/30/2024

Muskogee County, OKLAHOMA

(SEAL)
APPROVED:



Paley Doring
County Clerk

Ken Doke
Ken Doke, County Commissioner

Date 12/16/2024



16th day of Dec 20 24
Chairman *[Signature]*
Member *[Signature]*
Member *[Signature]*
Attest *Paley Doring*
County Clerk

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FOR
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FOR
MUSKOGEE COUNTY
SCOPE OF SERVICES
ATTACHMENT A

B. **SCOPE OF SERVICES.** The Scope of Services shall be amended as follows:

This project consists of improvements to Okay Road beginning at the west end of the Okay Road bridge over the Neosho River and extending north and west approximately 2.6 miles. The project will include three separate improvement areas including reconstruction, mill and overlay, and erosion protection. See **Figure 1** for scope.

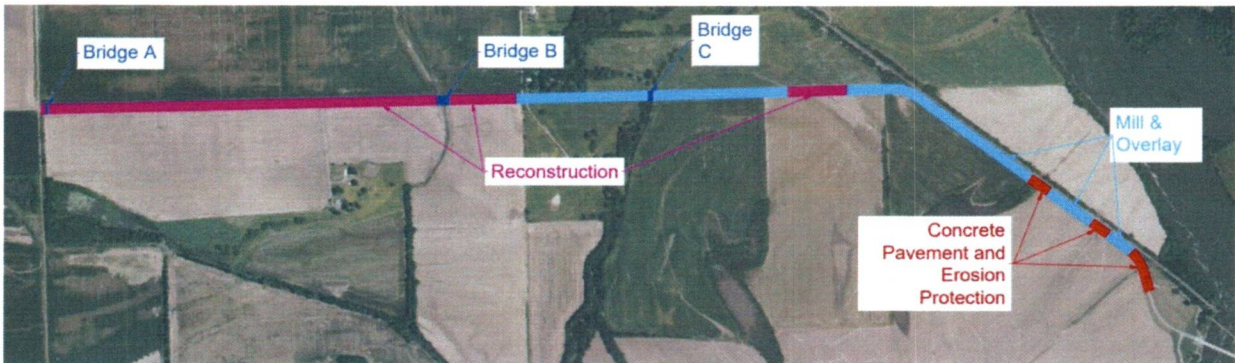


Figure 1 - Approximate
Extents of Project

1.1 Surveying

- The Consultant with obtain topographic survey and existing utility locations needed to design the project.

1.2 Roadway

1.2.1 Roadway Design

➤ Reconstruction.

- A portion of the roadway will be reconstructed on imported fill material to an elevation determined by the hydraulic analysis.
- Existing roadway alignment will be maintained.
- This portion of the roadway will be closed to through traffic with detour routes included in the construction plans. Access to adjacent properties will be maintained at all times.
- Side drains will be replaced, with new CET's.
- Cross drains will be replaced, with new CET's.
- Roadway typical section to include 2-11' driving lanes and 2' paved shoulders.
- Bridge A. Replacement of the drainage structure immediately east of the intersection of Okay Road and N 4330 Road. Structure anticipated to be a multi-barrel RCB.
- Bridge B. Structure anticipated to be a span bridge.

➤ Mill and Overlay.

- Anticipated roadway improvements include a mill and overlay of the existing 11' driving lanes and 2' shoulder widening. Shoulder widening may not be possible in locations of the railroad right of way.
- Existing alignment will be maintained.
- This portion of the roadway will remain open throughout construction by phasing the construction.
- Access to adjacent properties will be maintained at all times during construction
- Side drains will be replaced or added if needed due to drainage, with new CETs added to existing side drains.
- Cross drains will be replaced, with new CET's.
- Bridge C. Safety modifications to the existing bridge rail are anticipated.

➤ Erosion protection.

- To protect the roadway from erosion, a portion of the roadway near the existing railroad bridges will be reconstructed with concrete pavement, toe walls parallel to the roadway, and erosion protection on the embankments.
- Anticipated roadway improvements include a 2-11' driving lanes and a 2' shoulder widening on the southwest side. Work on the northeast side will be limited due to railroad right of way.

1.2.2 Roadway Hydraulics

- Finalize the Revised Existing conditions hydraulic model for the Arkansas River.
- Finalize the Revised Existing conditions hydraulic model for the Neosho River.
- The Verdigris River will not be modeled and is not anticipated to require any modeling.
- Develop hydraulic model for the tributary for Bridge B and model the local runoff through the bridge for the 2, 5, 10, 25, 50, 100, and 500-year frequencies.
- Size Bridge B based on the 10-year flood frequency and determine it's impacts to the other frequencies (up to 3 alternatives will be considered).
- Develop a hydraulic report for Bridge B.
- Update the hydraulic model for the Arkansas River based on 100% plans.
- Update the hydraulic model for the Neosho River based on 100% plans.
- The 10, 25, 50, 100, and 500-year frequencies will be run.
- A no-rise is expected and assumed, therefore a CLOMR is not included.
- Develop draft floodplain maps.
- Develop no-rise report.

1.4 Grant Management

- Coordination & Facilitation of Monthly Meetings.
- Coordination with EODD to provide necessary documentation/reports for CDBG-DR grant reporting.

1.5 Traffic

- The Consultant will prepare Traffic Control Plans and Signing and Striping Plans.

1.6 Utility Relocation Coordination

- The Consultant will coordinate the relocation of existing utilities if relocation is necessary.

1.7 Geotechnical Investigation

- Bridge Survey
- Borrow Source Survey
- Pavement and Subgrade Soil Survey
- Pavement Design Services

1.8 Bridge Design

- The Consultant will prepare complete detailed plans, specifications, and estimates for the construction of two bridges on E0830 (E. 50th St. N) over Un-named Creeks including:
 - Bridge A is located on the eastern side of the intersection with N4330 (N. 49th St E.) and will replace the existing bridge at this location. The proposed bridge configuration will be determined by hydraulic analysis. It is anticipated that the proposed structure will be an “at-grade” 2-10’x6’ reinforced concrete box, with custom barrel and end sections. Staged construction is anticipated to maintain traffic. Channelization design and plans will be by others, if necessary.
 - Bridge B is located approximately .84 miles east of the intersection of E0830 (E. 50th St N.) & N4330 (N. 49th St E.). The proposed bridge configuration will be determined by hydraulic analysis during the preliminary engineering phase. It is anticipated that the proposed structure will be a non-skewed 90’ multi-span bridge composed of equal span pre-stressed concrete beam superstructure with a pile supported abutment and drilled shaft supported piers. The proposed bridge will be on existing alignment and the existing roadway will be closed to through traffic. Staged bridge construction is not anticipated.
 - Bridge C is located approximately 1.26 miles east of the intersection of E0830 (E. 50th St N.) & N4330 (N. 49th St E.). The existing structure is a 2-10’x7’ RCB and will be rehabilitated to replace the obsolete railing with a new railing system that improves functional reliability. Staged construction is anticipated to maintain traffic.
 - Final design plans will be in accordance with the AASHTO LRFD Bridge Design Specifications, Current Edition with current Interim Revisions, 2019 ODOT Standard Specifications for Highway Construction, and current ODOT/County policies/procedures provided to the Consultant.

1.9 Right of Way Acquisition Services in accordance with Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA). Does not include any relocation services.

- Title Investigation: Provide property reports for up to 14 parcels. Either from an abstract company

or secures the following from public records or other sources and compiles into a report. That includes the following:

- The current owner's name(s) as they appear on the deed
- Property description as written on deed
- Book and page of the recorded deed or deeds
- Date deed executed and filed
- Type of deed
- Consideration listed on deed
- Monetary value of revenue stamps
- Mortgages (description, amount, and signature pages), leases and recording data for each.
(If there are not existing mortgages and/or leases, state this on the Title Investigator's report)
- All Public, Private Easements, Lis Pendens, Access Easements, and their recording data
- Past owner for at least the 5-year period immediately preceding the title search or if beyond 5 years, until good title is found.
 - Good title is generally defined as warranted and defensible title. Quit Claim Deeds and other non-warranted deeds are not considered good title. If good title cannot be identified, the use of an approved title attorney, abstracting company or other well qualified individual may be suggested and would be billed as a pass-through cost.
- Valuations for up to 9 ownerships
 - If uncomplicated and compensation is less than \$10,000.00, provide appraisal waiver valuations
 - If above \$10,000.00 and/or complicated obtain appraisal and appraisal reviews
 - Coordinate and review Appraisals
 - Appraisals completed by State Certified Appraisals in accordance with State and Federal Requirements.
 - Review Appraisals completed by State Certified Appraisals in accordance with State and Federal Requirements.
- Negotiations services for up to 9 ownerships
 - Offer preparation and securing documents preparation including:
 - Offer Letter
 - Summary Statement
 - Easement Documents
 - Property Rights Brochure/or General Process Letter
 - Accounting Forms to process payments
 - Mortgage information forms
 - To obtain permission to discuss with mortgage companies
 - Forms for release/consent to easement
 - Other forms may be added to the packet as requested.
 - Meetings with landowners. Typical meetings would include:
 - Offer Presentation
 - Negotiations
 - Meeting to sign securing documents
 - Coordination with mortgage companies to obtain mortgage releases or consent to easement.
 - See section 4, Other Direct Costs.
 - Coordinate with County for payment to landowners
 - Deliver checks if on project site for other business or
 - Mail Certified
 - File Easements and any applicable releases with County Clerk

- Completed PDF file delivered to County.
 - Contact log of all contacts
 - Copies of all offer information
 - Copies of all secured documentation
 - Copies of correspondence related to property
- Other Direct Costs. The costs associated with the following items will be invoiced at cost:
 - Filing fees (\$18.00 for first page + \$2.00 for each additional page)
 - Easements
 - Mortgage release/consent to easement
 - Mortgage release/consent to easement application fees (tbd by each mortgage company)
 - Mileage (current IRS rate)
 - Postage Costs

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COMPENSATION

ATTACHMENT B

D. **COMPENSATION.** The COUNTY agrees to pay, as compensation for services set forth in Attachment B, the following fees accrued at the billing rates in Exhibit A, 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 the percentage of work performed and deliverables provided at the time of billing. Invoices shall be accompanied by such documentation as the COUNTY may require in substantiation of the amount billed.

D.1 **TOTAL COMPENSATION.**

D.1.1 For the work under Attachment B, Scope of Services, an amount not to exceed One Hundred Thousand Three Hundred Eighty Dollars and no cents.

The ENGINEER acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and subsequent Amendments:

| | |
|---------------------------------------|-----------------------|
| Original Contract Amount | \$371,536.25 |
| Amendment No. 1 | \$315,171.33 |
| Amendment No. 2 | \$100,380.00 |
| Amendment No. 3 | \$534,318.53 |
| Total Amended Contract Amount: | \$1,321,406.11 |

COMPENSATION

EXHIBIT A

| Allowance for Office Work | | | |
|--|-----------------------------|-----------------------------------|-----------|
| Project Principal II | \$ 325.00 | GIS Project Principal | \$ 240.00 |
| Project Principal I | \$ 300.00 | GIS Project Manager II | \$ 230.00 |
| Project Manager II | \$ 265.00 | GIS Project Manager I | \$ 185.00 |
| Project Manager I | \$ 190.00 | GIS Specialist II | \$ 145.00 |
| Project Engineer II | \$ 190.00 | GIS Specialist I | \$ 115.00 |
| Project Engineer I | \$ 135.00 | GIS Analyst | \$ 110.00 |
| Engineering Intern | \$ 130.00 | GIS Technician | \$ 95.00 |
| Engineering Technician II | \$ 125.00 | GPS Field Technician | \$ 85.00 |
| Engineering Technician I | \$ 100.00 | ROW Project Manager II | \$ 230.00 |
| CAD Designer | \$ 100.00 | ROW Project Manager I | \$ 210.00 |
| 3 Man Survey Crew | \$ 315.00 | Assistant ROW Project Manager | \$ 140.00 |
| 2 Man Survey Crew | \$ 215.00 | Acquisition/Relocation Agent | \$ 120.00 |
| Survey CAD Technician | \$ 95.00 | Real Estate Trainee | \$ 90.00 |
| Survey Crew Chief I | \$ 100.00 | Planning/Grant Project Manager II | \$ 205.00 |
| Survey Crew Chief II | \$ 130.00 | Planning/Grant Project Manager I | \$ 170.00 |
| Survey Crew Technician | \$ 85.00 | Planner II | \$ 135.00 |
| Survey Project Manager | \$ 205.00 | Planner I | \$ 125.00 |
| LiDAR Survey Crew | \$ 250.00 | Contract Administrator | \$ 210.00 |
| LiDAR Data Specialist | \$ 140.00 | Administrative | \$ 115.00 |
| 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 | \$ 5.00 | | |
| Color Plot | \$ 8.00 | | |
| Mylars | \$ 13.00 | | |
| Miscellaneous Outside Expenses and Fees | | | |
| Outside Direct Project Expenses | Passthrough at Cost | | |
| Subconsultant Services | Cost plus 5% management fee | | |