

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 9-16-2024

Muskogee County, OKLAHOMA



Polly Murray
County Clerk

Ken Doke
Ken Doke, County Commissioner

Date Sept 30, 2024



30th day of Sept 2024

Chairman *[Signature]*

Member *[Signature]*

Member *[Signature]*

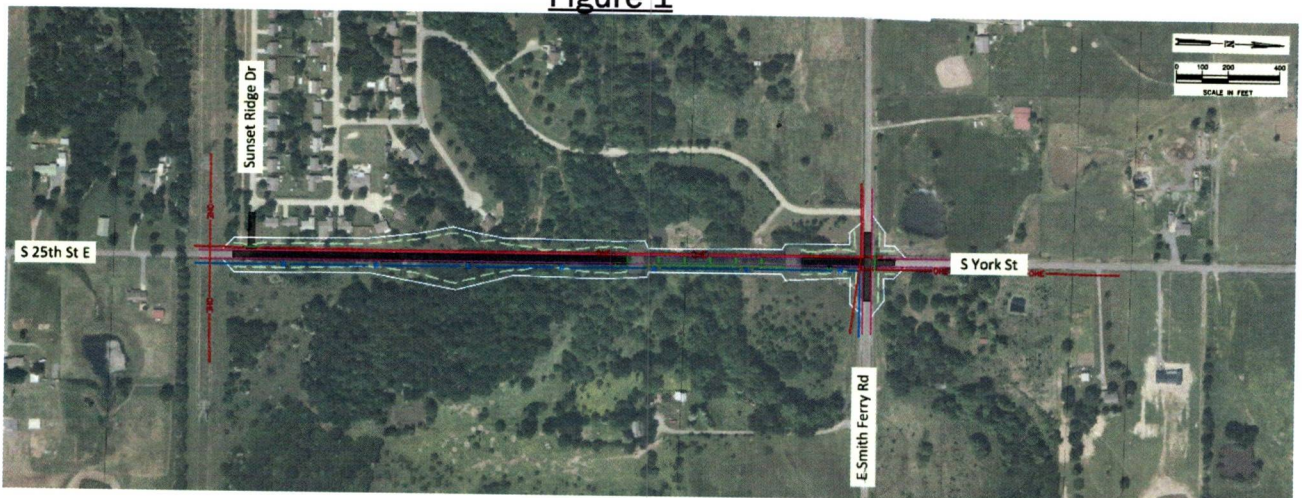
Attest *Polly Murray*
County Clerk

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SCOPE OF SERVICES
ATTACHMENT A

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

This project consists of preparation of final construction plans for roadway and bridge improvements along South 25th Street East. This includes improvements to South 25th Street East beginning at the intersection of South 25th Street East and Sunset Ridge and extending north approximately 0.5 miles to East Smith Ferry Road. Final bridge/culvert sizes will be determined by Bridge Hydraulics. Figure 1 shows the anticipated limits of improvements.

Figure 1



1.1 Surveying

1.1.1 Full Survey:

- Control:
 - Control points and benchmarks established on the Oklahoma State Plane North coordinate system
- Topographic Survey:
 - Natural ground features including flowlines, tree lines, ditches, and slopes; Structures, paving, fences and other observed improvements.
- Property Survey:
 - Locations of property lines, easements, and rights-of-way as filed of record with the Muskogee County Clerk and available on-line will be shown in the DWG file.
- Utilities:
 - Atlas information and field observation.
- Deliverables:
 - Civil 3D dwg, Survey Data Sheet in PDF

1.2 Roadway Design

- Pavement:
 - New roadway and bridge to extend S 25th St E to E Smith Ferry Rd. The pavement will be raised to an elevation determined by Bridge Hydraulics.
- Typical section:
 - 2-11' driving lanes and 3' paved shoulders
- Roadway Hydraulics:
 - Replace side drains and cross drains and add new CET's.

1.3 Traffic Design

- 1.2.1 Pavement Marking and Signing
 - Replacement of existing signs and design of new signs and striping
- 1.2.2 Traffic Control
 - 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.

1.4 Environmental

- 1.2.1 Preconstruction Notification (PCN)
 - Evaluate project for potential jurisdictional waters
 - Habitat characterization
 - Prepare a Preconstruction Notification under a USACE Section 404, Nationwide Permit.

1.5. Hydrology & Hydraulics

- Update Existing RAS Model based on survey.
- Update Proposed conditions RAS model through 100% design.
- Verify no-rise
- Update the Benefit/Cost Analysis
- Prepare H&H report

1.6 Geotechnical Investigation

- 1.6.1 Bridge Subsurface Exploration
 - 11 borings at the bridge location.
- 1.6.2 Cut Slope Stability
 - 1 boring to assess the material that will need to be excavated to build the roadway.
- 1.6.3 Roadway Subsurface Exploration
 - 4 borings to assess the soils for the new roadway extension.
- 1.6.4 Asphalt Pavement Design
 - Pavement design recommendations.

1.7 Bridge Design

- 1.7.1 The Consultant will prepare complete detailed plans, specifications, and estimates for the construction of a span bridge on South 25th Street East over Un-named Creek including:
 - Bridge A is located approximately 250 feet south of the intersection of South York Street and East Smith Ferry Road. The proposed bridge configuration will be determined by hydraulic analysis. It is anticipated that the proposed structure will be a non-skewed approximately 640' 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.
 - 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.

Items not included in this scope:

- Right of Way Acquisition Services
- Utility Relocation Coordination
- Bidding and Construction Services
- FEMA CLOMR preparation or submittal
- FEMA LOMR preparation or submittal

Schedule:

Notice to Proceed	October 2024
60% Plans	June 2025
90% Plans	January 2026
PS&E Submission	May 2026

ATTACHMENT "B"

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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 Five Hundred Twenty Four Thousand Three Hundred Thirty Nine Dollars and 60 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	\$524,339.60

Total Amended Contract Amount: **\$1,311,427.18**

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	