
MEMO

APPROVED
5/20/2024



DATE: May 15, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Amendment 3 – Meshek & Associates, LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

At the Board of County Commission meeting of April 13, 2020, an agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Engineering Department and Meshek & Associates, LLC for consultant services to assist Tulsa County in preparation of the application to apply for FEMA funding through the Building Resilient Infrastructure and Communities (BRIC) program and approval coordination was approved, CMF #20200789. This agreement has been amended several times, with the last amendment being approved on August 21, 2023, CMF# 20231433.

Submitted for your approval and execution is the attached third amendment to the above-referenced agreement for additional grant management services for preparation of BRIC or HMGP application and approval coordination for a one-year period ending July 31, 2025. Approval of this amendment will increase the cost of the services by \$10,900.00 for a total contract amount of \$76,485.00, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The May 20, 2024 BOCC meeting agenda.

CMF# 20240827

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION

This AMENDMENT NO. 3 TO THE AGREEMENT FOR GRANT SERVICES FOR BRIC GRANT APPLICATION (CMF# 20200789) is made and entered into on this 20th day of May, 2024, by and between the Board of County Commissioners of the County of Tulsa in the State of Oklahoma, hereinafter referred to as COUNTY, and Meshek & Associates, LLC., hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, COUNTY and CONSULTANT entered into an AGREEMENT, dated April 13, 2020 and Amendment No. 1, dated February 7, 2022, and Amendment No. 2, dated August 21, 2023, under which the CONSULTANT was to provide professional services to perform grant services for a FEMA BRIC application services for the Garnett Rd., 91st St. to 101st St. project, hereinafter referred to as the PROJECT, and

WHEREAS, COUNTY has received FEMA funding through the Building Resilient Infrastructure and Communities (BRIC) program or the Hazard Mitigation Grant Program (HMGP); 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;

WHEREAS, CONSULTANT is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the CONSULTANT for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT:** The scope of this PROJECT is described in Attachment A, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.
- 2.0 SERVICES TO BE PERFORMED BY CONSULTANT:** CONSULTANT shall perform these additional services described in Attachment A, SCOPE OF

CMF# 20240827

ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.

- 3.0 COMPENSATION:** The COUNTY shall pay CONSULTANT for these additional services in accordance with Attachment C, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.
- 4.0 TIME FOR COMPLETION:** The CONSULTANT shall provide the necessary SERVICES and complete all work required for the PROJECT within the times stated in Attachment A, TIME FOR COMPLETION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT. The term of the PROJECT will run until the earlier of its completion or July 31, 2025, subject to renewal by written agreement signed by the parties.
- 5.0 All other terms and conditions of the AGREEMENT, dated April 13, 2020 and amended February 7, 2022 and August 21, 2023, shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates noted herein, said AGREEMENT to be effective on the date executed by the Chairman of the Board of County Commissioners.

ATTEST: (SEAL)



TULSA COUNTY, OKLAHOMA
Board of County Commissioners

Michelle Hill

County Clerk

Jo Salice

Chairman

APPROVED AS TO FORM:

Andrew Mitchell

Assistant District Attorney

MESHEK & ASSOCIATES, LLC

Brandon Claborn

Brandon Claborn, PE, CFM
CEO, Meshek & Associates, LLC

State of Oklahoma)

ss

County of Tulsa)

Subscribed and sworn to before me on the 8th day of May, 2024.

My Commission Expires:

4/15/26

Michelle Gourd
Notary Public



AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION
ATTACHMENT A
SCOPE OF ADDITIONAL SERVICES

- A. SCOPE OF ADDITIONAL SERVICES. Grant management services for the HMGP award. Additional services include the following:
1. Continued correspondence and follow-up with the Oklahoma Department of Emergency Management (OEM) and FEMA.
 2. Prepare and submit required quarterly compliance reports to OEM via the OK EMgrants system.
 3. Prepare and submit quarterly requests for reimbursement.
 4. Prepare and submit any necessary period of performance requests.
 5. Coordinate and/or attend necessary project meetings pertaining to grant compliance/status.
 6. Prepare and submit a closeout request after the project is completed.

The TIME OF COMPLETION will extend to the close of the Hazard Mitigation Grant Period of Performance and allow time for FEMA review and complete the closeout of the award (estimated June 2025).

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION
ATTACHMENT B
RESPONSIBILITIES OF THE COUNTY

No change is required to Attachment B: Responsibilities of the County.

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION
COMPENSATION
ATTACHMENT C

C. COMPENSATION. The COUNTY agrees to pay, as compensation for additional services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. CONSULTANT shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. See Attachment C-1, PROJECT Fee Schedule. Invoices shall be accompanied by such documentation as the COUNTY may require in substantiation of the amount billed. COUNTY shall have the right to withhold payment to CONSULTANT until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.

C.1 TOTAL COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS.

C.1.1 Total fees for the amended Contract, an amount not to exceed Seventy Six Thousand, Four Hundred Eighty Five Dollars and No Cents (\$76,485.00). This amount includes Ten Thousand, Nine Hundred Dollars and No cents (\$10,900.00) for the additional services for the Project described in Attachment A.

C.1.2 Labor shall be compensated for actual time spent on the additional services for the Project based on the Billing Rate Sheet, included herein as Attachment C-2.

C.1.3 The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and modified by Amendment No. 1, No.2, and No.3:

Original Contract Amount	\$ 25,585.00
Amendment No. 1	\$ 25,000.00
Amendment No. 2	\$ 15,000.00
Amendment No. 3	\$10,900.00
Total Amended Contract Amount	\$76,485.00

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION
COMPENSATION
ATTACHMENT C-1

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR
BRIC GRANT APPLICATION
BILLING RATES - 2023 Rate Schedule
ATTACHMENT C-2

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		