

AMENDMENT NO. 3
TO
AGREEMENT FOR GRANT SERVICES
FOR

TULSA COUNTY MITIGATION PROJECT SCOPING: VOLUNTARY BUYOUT
AND FLOOD ASSESSMENT

This AMENDMENT NO. 3 TO THE AGREEMENT FOR GRANT SERVICES FOR TULSA COUNTY MITIGATION PROJECT SCOPING: VOLUNTARY BUYOUT AND FLOOD ASSESSMENT (CMF# 20220618 and CMF # 20230298) is made and entered into on this 18th day of November, 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 11, 2022, as amended March 6, 2023 and July 22, 2024, under which the CONSULTANT was to provide professional services to perform Project Scoping, and to implement a Voluntary Flood Buyout and Flood Assessment Project, 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;

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

CMF# 20242120

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 December 5, 2026, subject to annual COUNTY appropriations and renewal by written agreement signed by the parties.

All other terms and conditions of the AGREEMENT dated April 11, 2022, AMENDMENT 1 dated March 6, 2023, and Amendment 2 dated July 22, 2024, shall remain in full force and effect.

N 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)



Michelle Hill
County Clerk

TULSA COUNTY, OKLAHOMA
Board of County Commissioners

J.P. Sallee
Chairman

APPROVED AS TO FORM:

Kathryn Korman
Assistant District Attorney

MESHEK & ASSOCIATES, LLC

Janet K. Meshek
Janet K Meshek, PE, CFM, SR/WA
Manager, Meshek & Associates, LLC

State of Oklahoma)
County of Tulsa) **SS**

Subscribed and sworn to before me on the 13th day of November, 2024

My Commission Expires:
4/6/26



Michelle Gould
Notary Public

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ATTACHMENT A
SCOPE OF ADDITIONAL SERVICES

A. SCOPE OF ADDITIONAL SERVICES. Additional services include the following:

- A.1 The scope of services is amended to include the same scope of services outlined in Amendment No. 1 for three properties that will be funded under the Flood Mitigation Assistance award (**Tulsa County Floodplain Buyout -EMT-2022-FM-002**) dated 09/12/2024 and received 10/22/24 by Tulsa County using the current CDBG-DR grant funding as the 25% local match.
- A.2 The properties to be included in the FMA grant award are:
1. 1609 S Ledbetter Dr, Sand Springs, OK 74063
 2. 14724 W 17th St, Sand Springs, OK 74063
 3. 1956 E 106 St, Skiatook, OK 74070

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ATTACHMENT B
RESPONSIBILITIES OF THE COUNTY

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

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ATTACHMENT C
COMPENSATION

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 The following schedule is included for the Floodplain Acquisition services included in Attachment A of this Amendment

**Cost Estimate Tulsa County FMA Floodplain Acquisition
Amendment No. 3**

Cost	Property		
	1609 S Ledbetter Dr	14724 W 17th St	1956 E 106 St
Appraisal Cost and Review	\$2,000.00	\$2,000.00	\$2,000.00
Site Assessments and Surveys	\$5,000.00	\$5,000.00	\$5,000.00
Title Services	\$1,200.00	\$1,200.00	\$1,200.00
Land acquisition services	\$7,500.00	\$7,500.00	\$7,500.00
Relocation support	\$7,500.00	\$7,500.00	\$7,500.00
Sub-Total	\$23,200.00	\$23,200.00	\$23,200.00
Consultant Costs (75% to be paid under this Amendment)	\$17,400.00	\$17,400.00	\$17,400.00
Sub-Total	\$52,200.00		
Subrecipient Management Costs (5% of Acquisition/Demolition Cost of \$1,002,293.66)	\$50,114.68		
Amendment Total Cost	\$102,314.68		

C.1.2 Total fees for the amended Contract, an amount not to exceed Two Million, Three Hundred Twenty-Six Thousand, Eight Hundred Fourteen Dollars and Sixty-Eight Cents (\$2,326,814.68). This amount includes additional Activity Delivery Costs for: Appraisals, Appraisal Review, Environmental Services, Surveying, Case Management and Program Implementation Services (including Grant Project Management services), for the additional services for the Project

described in Attachment A Abstracting, title opinion and closing costs will be paid directly from COUNTY to the closing company.

C.1.3 Labor shall be compensated for actual time spent on the additional services for the Project based on the 2024 Billing Rate Sheet, to be updated annually, included herein as Attachment C-1.

C.1.4 The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and modified by Amendment No. 1:

Original Contract Amount	\$ 300,000.00
Amendment No. 1	\$ 1,924,500.00
Amendment No. 2	\$ 0.00
<u>Amendment No. 3</u>	<u>\$102,314.68</u>
Total Amended Contract Amount	\$2,326,814.68

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 ATTACHMENT C-1
 2024 BILLING RATES

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		