

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 3-17-15 ("Effective Date") between
City of Moore, Oklahoma ("Owner")

and

Meshek & Associates, PLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Comprehensive Storm Water Management and Drainage Plan ("Project").

Engineer's Services under this Agreement are generally identified as follows:

The scope for this Project can be divided into four major components: Master Drainage Plan, TMDL Compliance Plan, TMDL Monitoring and Tracking Plan and Stormwater Management Plan. A detailed scope is described in Exhibit A attached to this document.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within the time period shown in Exhibit B.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 13 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

- 1. A Lump Sum amount of \$ 395,000.00 according to the detailed budget shown in Exhibit C.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit D.

Attachments: Figure 1 – Detailed Stream Study, Exhibit A – Detailed Scope of Services, Exhibit B – Project Schedules, Exhibit C – Budget, Exhibit D – Hourly Fee Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Glenn Lewis Mays

By: Glenn Lewis

Title: Mayor

Date Signed: 3-16-15

ENGINEER:

Brandon Claborn

By: Brandon Claborn

Title: Principal Engineer

Date Signed: March 3, 2015

Engineer License or Firm's Certificate Number: 1487

State of: Oklahoma

Address for giving notices:

301 N. Broadway

Moore, OK 73160

Address for giving notices:

1437 South Boulder Avenue

Suite 1550

Tulsa, OK 74119

Exhibit A – Detailed Scope of Services

- A. *Master Drainage Plan – will consist of the tasks listed below for the open channel segments of the Little River and the North Fork River as shown in Figure 1 including approximately 23.4 stream miles.*
1. Project Initiation
 - a. Prepare the public participation plan including public meetings and utilization of the City's existing internet communication methods to interact with citizens.
 - b. Identify studied streams.
 - c. Identify studied storm sewer systems.
 - d. Identify known problem areas, including:
 - 1) Areas that flooded during the May 20, 2013 storm event
 - 2) Other historical flood events
 2. Drainage Inventory and Assessment
 - a. Inventory the type, size, material, and direction of flow for all existing storm drainage where problem areas are identified.
 - b. Provide pictures of upstream and downstream ends of each drainage structure.
 - c. Provide elevations of all structures located within each bridge or culvert, as well as the outflow structures for all stormwater detention facilities currently existing within the City.
 - d. Provide a measurement of each bridge or culvert perpendicular to the alignment of the structure, as well as the widths and heights of all piers and intermediate walls of structures, and the distance between culverts if separate from each other.
 - e. Collect record drawings, plans for projects currently under construction and plans for those projects contemplated in the near future.
 - f. Work with the City on bridge and culvert naming convention.
 - g. Review planning and environmental constraints/opportunities.
 - h. Collect data from previous water quality studies.
 - i. Obtain previously collected 2-foot topography.
 3. Hydrology Modeling – develop detailed hydrology models for the basins identified in Figure 1.
 - a. Identify subarea boundaries for the entire study area with an average of 40-80 acres.
 - b. Develop model parameters for each basin and reach routing and detention pond.
 4. Hydraulic Modeling – develop detailed hydraulic models for the stream segments in Figure 1.
 - a. Develop cross sections and model data to perform detailed hydraulic models.
 - b. Develop floodplains and floodways for detailed study areas (approximately 23.4 stream miles)
 - c. Develop storm sewer models as needed where problem areas are identified.
 5. Drainage Analysis Report
 - a. Define additional problem areas based on modeling results.
 - b. Create a GIS layer and exhibits showing the capacity of stream crossings and studied storm sewer systems.
 - c. Define matrix of alternatives for each problem area.
 - d. Identify opportunities for Regional Detention for both mitigation and future development.
 - e. Prepare conceptual hydrologic analysis for proposed improvements.
 - f. Define alternative solutions and potential benefit/cost analyses.
 - g. Prepare conceptual cost estimates.
 - h. Work with the City to select the recommended plan for each problem area.
 - i. Prepare hydrology and hydraulic analysis for the selected plan.
 - j. Prepare cost estimates.
 6. Prioritized Capital Improvement Plan
 - a. Update the City's drainage-related ordinances if necessary.
 - b. Provide recommendations for any changes to the development criteria that are needed to be consistent with the recommended plans.
 - c. Prepare a long term and a short term list of prioritized Capital Improvement Projects.
 7. Financial Analysis – Perform analysis to determine potential revenue from a Stormwater Utility Fee to fund the recommendations identified in the drainage study and the water quality analysis. This will not include sales tax, bonds or other funding alternatives.

8. Implementation Plan – Provide an implementation plan incorporating the financial analysis results.
9. Final Integrated Stormwater Report - The results from the Drainage Analysis, the NPDES Phase II (MS4) program development and the TMDL Compliance and Monitoring Plan will be incorporated in one final comprehensive document. The final deliverable will include all models and GIS data prepared during our analysis, an electronic (PDF) copy of the final Comprehensive Storm Water Management and Drainage Plan and fifty (50) spiral bound color copies. The final plan will include a concise executive summary communicating the major components of the plan.
10. Deliverables – The results from the Drainage Analysis, the NPDES Phase II (MS4) program development and the TMDL Compliance and Monitoring Plan will be incorporated in one final comprehensive document. The final deliverable will include all models and GIS data prepared during our analysis, an electronic (PDF) copy of the final Comprehensive Storm Water Management and Drainage Plan and fifty (50) spiral bound color copies. The final plan will include a concise executive summary communicating the major components of the plan.

B. TMDL Compliance Plan:

1. Develop the protocols for, and perform an evaluation of potential sources of TSS, nutrients and organic matter entering the City's MS4
2. Demonstrate that the City understands the TMDL requirements and that it has a strategy for meeting the WLA through close coordination with the City Liaison and potentially using the City's Online Citizen Participation Tool
3. Establish equitable BMP and activities that the City may adopt to meet the TMDL waste load allocation (WLA)
4. Establish a schedule for achieving the WLA
5. Develop tools for implementing and tracking established BMP
6. Identify and establish Educational programs
7. Develop a Quality Assurance Project Plan
8. Draft TMDL Compliance Plan
9. Final TMDL Compliance Plan
10. Deliverables – The deliverables for this task will include a Draft TMDL Compliance Plan and a Final TMDL Compliance Plan.

C. TMDL Pollutant Monitoring and Tracking Plan:

1. Evaluation of stormwater monitoring programs related to TMDL reduction goals
2. Detailed description of the goals, monitoring, sampling protocols, and analytical methods
3. Development of a map that identifies discharge points, stormwater drainage areas contributing to discharge points, and protocols for mapping the conveyance system within each drainage area
4. Establish a list and map of selected monitoring sites, and their associated receiving water bodies
5. Determine the frequency of sample collection that will occur at each station or site
6. Establish the parameters to be measured
7. Develop a Quality Assurance Project Plan
8. Establish a schedule for implementation of the TMDL Pollutant Monitoring and Tracking Program to be fully implemented by November 13, 2016
9. Develop a protocol and schedule to periodically evaluate the effectiveness of individual BMP utilizing the obtained monitoring and tracking data
10. Draft TMDL Pollutant Monitoring and Tracking Program
11. Final TMDL Pollutant Monitoring and Tracking Program
12. Deliverables - The deliverables for this portion of the project are a Draft TMDL Pollutant Monitoring and Tracking Program, a Final TMDL Pollutant Monitoring and Tracking Program.

(continued on next page)

D. Storm Water Management Program Development:

1. Review of Key City Stormwater Program Documents
2. Field Reconnaissance
3. MS4 Permit Needs Assessment
4. SWMP Development
5. Draft SWMP Development
6. Final SWMP Development
7. Deliverables – The deliverables for the MS4 phase of the project are an MS4 Permit Needs Assessment, a Draft SWMP and a Final SWMP.



APPENDIX B: PROJECT SCHEDULES

Month	2015												2016			
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Drainage Plan	[Gantt bar spanning Feb 2015 to Apr 2016]															
Task 1: Project Initiation	[Gantt bar: Feb 2015 - Mar 2015]															
Task 2: Inventory, Assessment, Evaluation and Analysis of the City's MS4	[Gantt bar: Mar 2015 - Jun 2015]															
Task 3: Drainage Analysis Report	[Gantt bar: Jun 2015 - Sep 2015]															
Task 4: Capital Improvement Plan	[Gantt bar: Sep 2015 - Dec 2015]															
Task 5: Stormwater Management Policy	[Gantt bar: Dec 2015 - Jan 2016]															
Task 6: Financial Analysis	[Gantt bar: Jan 2016 - Mar 2016]															
Task 7: Progress Meetings	[Gantt bar: Feb 2015 - Mar 2016]															
Task 8: Public Input	[Gantt bar: Mar 2015 - Apr 2016]															
Task 9: ODEQ/COMCD Coordination	[Gantt bar: Mar 2015 - Apr 2016]															
Task 10: Implementation Plan	[Gantt bar: Mar 2016 - Apr 2016]															
Task 11: Final Integrated Stormwater Report	[Gantt bar: Mar 2016 - Apr 2016]															
TMDL Compliance Plan	[Gantt bar spanning Feb 2015 to Oct 2015]															
Develop the protocols for, and perform an evaluation of potential sources of TSS, nutrients and organic matter entering the City's MS4	[Gantt bar: Mar 2015 - Jun 2015]															
Demonstrate that the City understands the TMDL requirements and that it has a strategy for meeting the WLA through close coordination with the City Liaison and potentially using the City's Online Citizen Participation Tool	[Gantt bar: Mar 2015 - Jun 2015]															
Establish equitable BMP and activities that the City may adopt to meet the TMDL waste load allocation (WLA)	[Gantt bar: Mar 2015 - Jun 2015]															
Establish a schedule for achieving the WLA	[Gantt bar: Mar 2015 - Jun 2015]															
Develop tools for implementing and tracking established	[Gantt bar: Jun 2015 - Sep 2015]															
Identify and establish Educational programs	[Gantt bar: Jun 2015 - Sep 2015]															
Draft TMDL Compliance Plan	[Gantt bar: Sep 2015 - Dec 2015]															
Final TMDL Compliance Plan	[Gantt bar: Dec 2015 - Jan 2016]															
TMDL Pollutant Monitoring and Tracking Program	[Gantt bar spanning Feb 2015 to Oct 2015]															
Evaluation of stormwater monitoring programs related to TMDL reduction goals	[Gantt bar: Mar 2015 - Jun 2015]															
Detailed description of the goals, monitoring, sampling protocols, and analytical methods	[Gantt bar: Mar 2015 - Jun 2015]															
Development of a map that identifies discharge points, stormwater drainage areas contributing to discharge points, and protocols for mapping the conveyance system within each drainage area	[Gantt bar: Mar 2015 - Jun 2015]															
Establish a list and map of selected monitoring sites, and their associated receiving water bodies	[Gantt bar: Mar 2015 - Jun 2015]															
Determine the frequency of sample collection that will occur at each station or site	[Gantt bar: Jun 2015 - Sep 2015]															
Establish the parameters to be measured	[Gantt bar: Jun 2015 - Sep 2015]															
Develop a Quality Assurance Project Plan	[Gantt bar: Jun 2015 - Sep 2015]															
Establish a schedule for implementation of the TMDL Pollutant Monitoring and Tracking Program to be fully implemented by November 13, 2016	[Gantt bar: Jun 2015 - Sep 2015]															
Develop a protocol and schedule to periodically evaluate the effectiveness of individual BMP utilizing the obtained monitoring and tracking data	[Gantt bar: Jun 2015 - Sep 2015]															
Draft TMDL Pollutant Monitoring and Tracking	[Gantt bar: Sep 2015 - Dec 2015]															
Final TMDL Pollutant Monitoring and Tracking	[Gantt bar: Dec 2015 - Jan 2016]															
Stormwater Management Program Development	[Gantt bar spanning Feb 2015 to Oct 2015]															
Review of Key City Stormwater Program Documents	[Gantt bar: Mar 2015 - Jun 2015]															
Field Reconnaissance	[Gantt bar: Mar 2015 - Jun 2015]															
MS4 Permit Needs Assessment	[Gantt bar: Mar 2015 - Jun 2015]															
SWMP Development	[Gantt bar: Jun 2015 - Sep 2015]															
Draft SWMP Development	[Gantt bar: Jun 2015 - Sep 2015]															
Final SWMP Development	[Gantt bar: Sep 2015 - Dec 2015]															

Exhibit C – Budget

HOURS AND COST EXHIBIT FOR THE CITY OF MOORE COMPREHENSIVE STORMWATER MANAGEMENT AND DRAINAGE PLAN										Total Budget	
CLIENT: City of Moore										\$ 396,000.00	
DATE: Tuesday, March 03, 2016											
Task No.	Sub-task	Task Description	Labor Hours						Total Hours	Cost	
			\$185 Principal Engineer	\$100 Project Engineer	\$80 Engineer Intern	\$85 GIS Specialist	\$50 Clerical I	\$160 2 Man Survey Crew			
Master Drainage Plan											
1.0	1.1	Administration Progress Meetings & Public Meetings	60	40	40	24	16		180	\$ 21,140.00	
	1.2	Project Initiation	16	24	24	16	4		84	\$ 8,840.00	
	1.3	Inventory, Assessment, Evaluation and Analysis of the City's MS4	8	12	8	80		160	268	\$ 34,120.00	
	1.4	Hydrology Modeling	24	180	200	80			484	\$ 45,240.00	
	1.5	Hydraulic Modeling	36	180	200	120			536	\$ 50,880.00	
	1.6	Drainage Analysis Report	36	80	80	60			256	\$ 26,160.00	
	1.7	Prioritized Capital Improvement Plan	16	40	16	16			88	\$ 9,600.00	
	1.8	Financial Analysis	20	8	10	38			76	\$ 8,530.00	
	1.9	Implementation Plan	24	24	16	16			80	\$ 9,480.00	
	1.10	Final Integrated Stormwater Report	40	80	60	60	24		264	\$ 26,500.00	
	1.12	TMDL Development Coordination	40	8	8	24			80	\$ 10,880.00	
	1.13	Compliance Plan Coordination	40	8	8	8			64	\$ 9,520.00	
	1.14	SWMP Coordination	40	8	8	40			96	\$ 12,240.00	
	Subtotal Task 1.0			400	692	678	582	44	160	2666	\$ 273,110.00
										Expenses	\$ 4,720.00
										MDP Subtotal	\$ 277,830.00
JW Hart & Associates, LLC Sub-Consultant Budget											
Task No.	Sub-task	Task Description	Labor Hours					Total Hours	Cost		
			\$100 Senior Environmental Scientist	\$85 GIS Analyst	\$85 Environmental Scientist	\$80 MS4 Environmental Technician	\$42 Tech Writer				
TMDL Compliance Plan											
2.0	2.1	Develop the protocols for, and perform an evaluation of potential sources of TSS, nutrients and organic matter entering the City's MS4	8	16	36	24	4		88	\$ 7,308.00	
	2.2	Demonstrate that the City understands the TMDL requirements and that it has a strategy for meeting the WLA through close coordination with the City Liaison and potentially using the City's Online Citizen Participation Tool	24		16	8	4		52	\$ 4,588.00	
	2.3	Establish equitable BMP and activities that the City may adopt to meet the TMDL waste load allocation (WLA)	8		40	16	8		72	\$ 5,816.00	
	2.4	Establish a schedule for achieving the WLA	4		8	16	4		32	\$ 2,528.00	
	2.5	Develop tools for implementing and tracking established BMP	8	24	40	36	16		124	\$ 9,792.00	
	2.6	Identify and establish Educational programs	4		16	24	8		52	\$ 4,016.00	
	2.7	Develop a Quality Assurance Project Plan	4		16	24	8		52	\$ 4,016.00	
	2.8	Draft TMDL Compliance Plan	8	8	36	40	24		116	\$ 8,748.00	
	2.9	Final TMDL Compliance Plan	4	4	16	24	8		56	\$ 4,356.00	
Subtotal Task 2.0			72	62	224	212	84		644	\$ 51,148.00	
TMDL Pollutant Monitoring and Tracking Program											
3.0	3.1	Evaluation of stormwater monitoring programs related to TMDL reduction goals	4		16	8	4		32	\$ 2,568.00	
	3.2	Detailed description of the goals, monitoring, sampling protocols, and analytical methods	8		24	16	8		56	\$ 4,456.00	
	3.3	Development of a map that identifies discharge points, stormwater drainage areas contributing to discharge points, and protocols for mapping the conveyance system within each drainage area	8	24	36	40	8		116	\$ 9,436.00	
	3.4	Establish a list and map of selected monitoring sites, and their associated receiving water bodies	4	16	24	36	8		88	\$ 7,016.00	
	3.5	Determine the frequency of sample collection that will occur at each station or site	2		8	12	2		24	\$ 1,924.00	
	3.6	Establish the parameters to be measured	2		4	8	4		18	\$ 1,348.00	
	3.7	Develop a Quality Assurance Project Plan	6	4	16	8	4		38	\$ 3,108.00	
	3.8	Establish a schedule for implementation of the TMDL Pollutant Monitoring and Tracking Program to be fully implemented by November 13, 2016	4		8	12	2		26	\$ 2,124.00	
	3.9	Develop a protocol and schedule to periodically evaluate the effectiveness of individual BMP utilizing the obtained monitoring and tracking data	2		24	16	8		50	\$ 3,856.00	
	3.10	Draft TMDL Pollutant Monitoring and Tracking Program	8	8	40	24	12		92	\$ 7,304.00	
	3.11	Final TMDL Pollutant Monitoring and Tracking Program	4	4	16	8	4		36	\$ 2,908.00	
Subtotal Task 3.0			62	66	216	188	64		676	\$ 46,048.00	
Stormwater Management Program Development											
4.0	4.1	Review of Key City Stormwater Program Documents	4	8	24	16	8		60	\$ 4,736.00	
	4.2	Field Reconnaissance	2		24	24	4		54	\$ 4,328.00	
	4.3	MS4 Permit Needs Assessment	1	4	8	8	4		25	\$ 1,928.00	
	4.4	SWMP Development	4	8	24	16	8		60	\$ 4,736.00	
	4.5	Draft SWMP Development	2	4	16	8	4		34	\$ 2,708.00	
	4.6	Final SWMP Development	2	2	8	4	4		20	\$ 1,538.00	
Subtotal Task 4.0			15	26	104	76	32		253	\$ 19,974.00	
JW HART, ASSOCIATES TOTAL HOURS AND COST			139	134	544	476	180		1,473	\$ 117,170.00	

Exhibit D – Hourly Fee Schedule

Meshek & Associates, PLC

2015 Rate Schedule

Allowance for Office Work:

Project Principal II	\$	205/hour
Project Principal I	\$	185/hour
Project Manager	\$	150/hour
Senior Project Engineer	\$	175/hour
Project Engineer	\$	100/hour
Engineer Intern	\$	80/hour
Engineering Technician	\$	70/hour
CAD Technician	\$	55/hour
ROW/ Grant Project Manager	\$	135/hour
Planner	\$	100/hour
Acquisition/Relocation Agent II	\$	130/hour
Acquisition/Relocation Agent I	\$	85/hour
Real Estate Trainee	\$	65/hour
3 Man Survey Crew	\$	200/hour
2 Man Survey Crew	\$	150/hour
Survey Crew Chief	\$	120/hour
Survey Crew	\$	50/hour
GIS Project Principal	\$	160/hour
GIS Project Manager	\$	115/hour
GIS Specialist II	\$	105/hour
GIS Specialist I	\$	85/hour
GIS Technician	\$	70/hour
Clerical II	\$	80/hour
Clerical I	\$	50/hour

Allowance for Travel:

Total mileage traveled for field and office visits @ Current IRS rate.

Reproduction costs:

In-house reproduction

8-1/2"x11" black/white	\$	0.08/each
8-1/2"x11" color	\$	0.15/each
8-1/2"x14" black/white	\$	0.10/each
8-1/2"x14" color	\$	0.17/each
11"x17" black/white	\$	0.20/each
11"x17" color	\$	0.35/each
Black and White Plots	\$	2.00/each
Color Plot	\$	5.00/each
Mylars	\$	5.00/each
USB Flash Drive	\$	10.00/each
Per Diem – Meals	\$	46.00/day
Per Diem – Lodging	\$	83.00/day

Outside reproduction

Cost plus 5%

Miscellaneous expenses and fees:

Cost plus 5%

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 966726697
Functional Area: Entity Management, Performance Information

ENTITY Meshek & Associates, P.L.C.	Status:Active
DUNS: 966726697 +4:	CAGE Code: 3FME5 DoDAAC:
Expiration Date: Sep 9, 2015 Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1437 S BOULDER AVE STE 1080	
City: TULSA	State/Province: OKLAHOMA
ZIP Code: 74119-3634	Country: UNITED STATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA, Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL: acecclientrequest@marsh.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd INSURER B : Twin City Fire Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :	NAIC# 11000 29459
INSURED Meshek & Associates, PLC 1437 S Boulder Ave, Ste 1550 Tulsa, OK 74119-3609		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			84SBWPD3310 Prof. Liab. Excl.	04/04/2016	04/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			84UEGJG3007	04/04/2016	04/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			84SBWPD3310	04/04/2016	04/04/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A if yes, describe under DESCRIPTION OF OPERATIONS below			84WBGRX5873	04/04/2016	04/04/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers			84SBWPD3310	04/04/2016	04/04/2017	Limit \$100,000

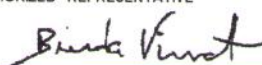
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Moore
Attn: Jared Jakubowski
301 N. Broadway
Moore, OK 73160

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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