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# MEMO

APPROVED  
3/27/2023



DATE: March 20, 2023

FROM: Matney M. Ellis  
Procurement Director

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

TO: Board of County Commissioners

SUBJECT: Agreement – Wallace Design Collective, PC

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and Wallace Design Collective, PC for Civil Engineering design services of a 50' x 80' building with associated utilities to be located at 6500 East 66<sup>th</sup> Street North, Tulsa, OK 74117. The fee for this service is \$5,000.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The March 27, 2023 BOCC meeting agenda.

CMF# 20230428



# An Agreement for the Provision of Limited Professional Services

**APPROVED**  
3/27/2023

**Consultant:**

Wallace Design Collective, PC  
123 N. Martin Luther King Jr. Blvd.  
Tulsa, Oklahoma 74103  
Phone: (918) 584-5858

**Client:**

Tulsa County Board of County Commissioners  
Tulsa County Headquarters  
218 W 6<sup>th</sup> Street  
Tulsa, OK 74119

**Project Information**

Project Name: Tulsa County Sheriff's Office – Quartermaster Building  
Location: 6500 East 66<sup>th</sup> Street North  
Tulsa, Oklahoma 74117  
Project No.: 2240150.02  
Contract Date: March 1, 2023

**The Client and Consultant agree as follows:**

**Scope of Services:**

Civil Engineering design services for a 50' x 80' building with associated utilities. This includes a site/grading/utility plan, assist with bidding and permitting and construction administration including review of submittals, answering RFI's and 1 site visit. Public water main extension or fire loop are excluded.

**Fee Arrangement:** Fixed fee of \$5,000

Our current hourly rates are:

Principal	\$210	Technical Designer II	\$150
Associate	\$190	Technical Designer I	\$140
Professional Engineer II	\$165	CAD Technician III	\$135
Professional Engineer I	\$150	CAD Technician II	\$125
Intern Engineer	\$140	CAD Technician I	\$115
Director, Landscape Architecture	\$170	Landscape Architect II	\$150
Land Planner II	\$150	Landscape Architect I	\$120
Land Planner I	\$135	Intern Landscape Architect	\$100
Professional Land Surveyor II	\$165	Intern Land Surveyor	\$140
Professional Land Surveyor I	\$150	Survey Field Time: Add \$40/hr	
Sr. Registered Roof Consultant	\$240	Registered Roof Observer	\$125
Registered Roof Consultant	\$140	Administrative	\$100
Information Technologist	\$150		

**Reimbursables:** Reimbursable expenses as described in the Terms and Conditions shall be billed at a multiple of 1.0 times the cost incurred.

**Terms and Conditions:**

The attached Terms and Conditions are part of this Agreement.

Offered by (Consultant):

(signature)  
Scott Rodehaver, PE, Principal

Accepted by (Client):

(signature) 3/27/2023  
(date)  
Kelly Dunkerley Chairman  
(printed name and title)  
Tulsa County

(for)

APPROVED AS TO FORM/ LEGALITY  
  
ASSISTANT DISTRICT ATTORNEY  
Andrew C. Mihelich

**APPROVED**  
By Andrew Mihelich at 10:45 am, Mar 20, 2023

CMF# 20230428

## **Terms and Conditions**

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Consultant shall perform the services outlined in this agreement for the stated fee arrangement.

### **Fee**

Where the Fee Arrangement is to be Fixed Fee, the fees are for the Scope of Services listed in the Agreement. Additional Services must be requested in writing. Fees for Additional Services shall be determined on an hourly basis at the Consultant's prevailing rate unless otherwise agreed in writing by Consultant and Client.

Where the Fee Arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Where the Fee Arrangement is to be on an hourly basis and a maximum Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not exceed the stated maximum.

Where the Fee Arrangement is to be on an hourly basis and an estimate of the Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not be exceeded by more than ten percent without written approval of the Client.

If the Scope of Services covered by this Agreement have not been completed within (2) two months of the Contract Date, through no fault of the Consultant, Fees for Services beyond that time shall be equitably adjusted, or they shall be determined on an hourly basis at the Consultant's prevailing hourly rate.

### **Reimbursable Expenses**

Reimbursable Expenses are expenses incurred in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

### **Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Consultant may, without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

### **Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's engineering profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranty, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

### **Indemnifications**

Each party agrees to bear responsibility for its own acts or omissions.

### **Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. Termination expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated.

### **Access to Site**

Unless otherwise stated the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Hidden Conditions**

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Consultant has a reasonable basis in fact to believe that such a condition may exist, the Consultant shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs to correct said condition. If (1) client fails to authorize such investigation or correction after due notification, or (2) the Consultant has no reasonable basis in fact to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the Consultant shall not be responsible for the existing condition nor any resulting damages to persons or property.

#### **Hazardous Materials**

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site.

#### **Risk Allocation**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of \$1,500, the amount of the Consultant's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### **Ownership of Documents**

All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by this Client for any other endeavor without the written consent of the Consultant or as required by law.

In the event the Consultant has wrongfully terminated or the Client terminates based on Consultant's breach of this agreement, the Client shall own a limited license to use the documents for the sole purpose of completing the Project; provided, however, that the documents have been issued under the Consultant's seal at the time of such termination. If, at the time of termination, the documents have not been issued under the Consultant's seal, the Client may request and receive a copy of the documents, as developed at the time of termination, and the Client acknowledges that the unsigned documents do not constitute a complete instrument of service and shall hold Consultant harmless from and against any liability resulting directly or indirectly from any use of the documents.

#### **Means and Methods**

Consultant shall not be responsible for the construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Construction Contractor's failure to carry out the work in accordance with the Drawings and Specifications.

#### **Maintenance of Insurance**

Until the services covered by this agreement are completed plus for a period of twelve (12) months after completion of services, Consultant shall maintain (a) workers compensation insurance in accordance with state law and (b) liability insurance covering the type and variety of services Consultant provides under this agreement.

#### **Applicable Law**

Unless otherwise specified, this agreement shall be governed by the laws of the Oklahoma.