
MEMO

APPROVED
7/26/2021



DATE: July 21, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Public Service Company of Oklahoma

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

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering Department and Public Service Company of Oklahoma for contracting services for preventative maintenance, emergency service restoration, and equipment repairs on agreed upon electrical facilities maintained by Tulsa County for the fiscal year ending June 30, 2022 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The July 26, 2021 BOCC meeting agenda.

CMF# 20211681

**PUBLIC SERVICE COMPANY OF OKLAHOMA
CONTRACTING SERVICES AGREEMENT**

Client: Tulsa County
Mail: 218 W. 6th St., Ste 840
Address: Tulsa, Oklahoma 74119-1004
Phone: (918) 596-5736
Phone2: (918) 596-5733

License Nos.: _____
Client Solicitation No.: 21-PS-3050
Dated: July 14, 2021
Client Purchase Order No.: _____
Service Address: Same as Mailing Address

Public Service Company of Oklahoma (PSO) agrees to furnish and Tulsa County (Client) agrees to pay for the contracting services listed below. Notwithstanding any terms and conditions contained in the Client's request for proposals or any other Client furnished documents, the contracting services provided hereunder shall be performed in accordance with the Public Service Company of Oklahoma General Terms & Conditions attached to and made a part of this Agreement.

Contracting Services: **Electrical Services**

Public Service Company of Oklahoma agrees to furnish, upon request of the Client and acceptance by PSO, the labor, equipment and specified materials necessary to provide preventative maintenance, emergency service restoration and equipment repairs on agreed to electrical facilities maintained by Tulsa County. This agreement shall act as a master agreement and sets forth the terms and conditions which apply to any work requested and accepted by PSO, except otherwise agreed to in writing between the two parties.

A detailed scope of work is attached as Exhibit 21-PS-3050(A).

Charges:

Contracting services provided by PSO as described above shall be billed at an agreed to Lump Sum or on the cost-plus rates as outlined in Exhibit 21-PS-3050(B). PSO will update labor rates effective January 1 of each year, and will forward a copy to the Client. PSO will provide Client with an estimate of charges, if requested, prior to preventative maintenance or repair activities. If accepted, this Agreement will terminate at midnight, **June 30, 2022.**

Schedule:

Contracting services provided by Public Service Company of Oklahoma shall be billed at the quoted rates as outlined in Exhibit 21-PS-3050(B). Charges will be billed based on the actual time of day or day of week that the activity is performed. Each activity will be scheduled at a time that is agreeable to both parties and pricing will reflect the actual time of day or day of week worked. PSO will provide the Client with the category of the charges prior to the activity, upon request.

Terms of Payment:

The contracting services provided by PSO, as described above shall be invoiced by PSO and paid by the Client as follows:

Charges to be billed after completion of each activity and will be due 30 days from date of invoice.

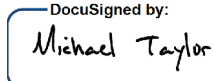
Acceptance:

All terms, conditions, and charges, as specified herein, are agreed to, as of the last date noted below by:

CLIENT: Tulsa County

An agent of Public Service Company of Oklahoma

By: 

By: 

Name: Stan Sallee

Name: Michael Taylor

Title: Chairman, Board of County Commissioners
of the County of Tulsa

Title: Utility Business Dev Mgr

Date: 7/26/2021

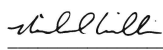
Date: 7/20/2021 | 5:22 PM EDT

Tax Exemption:

X Please check here if your organization is tax exempt. A copy of your tax exemption certificate must be provided to insure no taxes will be applied to any charge.

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.07.21 09:57:20 -05'00'
Assistant District Attorney

Attest: 



CMF# 20211681

**Tulsa County
Electrical Services - Proposal 21-PS-3050
Detailed Scope of Work**

I. Existing Documents/Test Results:

Instruction books, one-line and control drawings for the subject equipment should be provided by Client, if they are available. A copy of any previous equipment test results, including PCB levels, should be provided by Client, if available. If the information is not available, a PCB test will be performed on the specified equipment by PSO prior to the transportation or service of that unit. If the equipment is found to have a PCB level of greater than 49 ppm, PSO will not transport or perform maintenance on the equipment until Client has removed the contaminated oil and provided a certified document of the extraction. If Client decided to scrap a unit transported by PSO that meets the above PCB criteria, PSO will offer disposal services to Client to dispose of its scrap units. Client agrees that it retains title, ownership and all other responsibilities for disposal and is free to use PSO's services or any other certified disposal contractor as it sees fit.

PSO and Client further agree that only in the event Client chooses to transport equipment to PSO, Client may conduct the PCB test to determine whether or not each unit has a PCB level of greater than 49 ppm. If Client provides PSO with a certified document to the effect that each piece of equipment has PCB levels that are not in excess of 49 ppm, PSO will accept such equipment for service.

Should it later be determined that any of Client's equipment transported to PSO by any means, contains PCB levels in excess of 49 ppm, Client retains and assumes full responsibility for all required disposal.

Note: The above policy will apply to all equipment and services covered under this Agreement.

II. Safety:

To the extent that the performance of any of the work as provided for under this agreement, would create an unreasonable safety risk to persons or property, or would violate any of the terms or provisions of the "AEP Safety Manual," as determined in the sole discretion of PSO, PSO reserves the right to discontinue performance until such time as the work can be performed safely and in conformance with the "AEP Safety Manual." If performance cannot be accomplished expeditiously, while PSO personnel are still at the job site, then that portion of the work will not be performed and Client will not be charged for that portion of the work.

III. Extra Work:

If the Client is not able to make the work areas available to PSO crews as originally scheduled, then Client will be responsible for the cost of any delays.

Client will supply personnel to assist with each project if requested in advance.

All Extra Work charges shall be determined based on the applicable labor, material, and other expenses as noted in Exhibit 21-PS-3050(B).

Client will still have the option to request a separate lump sum agreement for selected projects.

IV. Termination Provisions:

This Agreement may be terminated by either party with 60 days written notice. If the Agreement is terminated, Client will be responsible for all costs incurred up to the point of termination.

Tulsa County
Electrical Services - Proposal 21-PS-3050
Contracting Charges

Contracting Services provided by Public Service Company of Oklahoma shall be billed at the following quoted rates, which are valid through December 31, 2021. The 'Emergency Callout Charge' will apply to all Client requests to perform emergency repairs or provide emergency assistance. The cost of work will be based on the following:

A. Actual Labor Charges will be billed based on the following rates through 2021:

Employee Classification	Straight Time Rates	Overtime Rates	
		1.5 Time	Doubletime
Station and T&D Engineer-Senior	168.30	238.42	308.55
Station and T&D Engineer	142.89	202.43	261.97
T&D Engineering Associate/Technician	115.22	163.23	211.23
Senior R/W Agent	131.01	185.60	240.19
Trans/Dist Line Crew Supervisor	138.00	195.50	253.00
Trans/Dist Foreman	116.98	165.72	214.46
Trans/Dist Line Electrician	95.85	135.78	175.72
Distribution Servicer/Lineman A	107.17	151.82	196.48
Transmission/Station Specialist	110.06	155.92	201.78
Meter Electrician	105.12	148.93	192.73
Meter/Lab Technician	117.49	166.45	215.40
P&C/PQ & Measurement Engineer - Sr	156.67	221.95	287.23
P&C/PQ & Measurement Engineer	125.98	178.48	230.97
P&C/Telecommunication Technician	113.06	160.17	207.28
Project Manager	150.94	213.83	276.73
Emergency Callout Charge (per event)	150.00	--	--

- B. Materials will be billed at actual costs plus 20%.**
- C. Work performed on Holidays will be billed at triple time rates (available upon request).**
- D. New Non-PCB insulating oil will be billed at Company's cost per gallon for the most recent shipment plus \$0.57 per gallon for handling, testing, processing and other expenses.**
- E. Power Factor Testing Equipment will be billed at \$60 per hour.**
- F. Equipment and Vehicle transportation expenses will be billed bases upon the current hourly rate for the applicable vehicle plus 20%.**
- G. All other expenses (meals, hotels, etc.) will be billed at cost plus 20%.**
- H. Contractor Expenses will be billed at cost plus 20%.**
- I. Infrared Testing will be available at a cost of \$1,500 per day; \$925 per half-day (one man and equipment).**
- J. Outdoor lighting repairs for fixtures under 40' will be performed by one Servicer and truck at a rate of \$150 per hour, lights 40' and higher will require two lineman and an aerial truck at a rate of \$250 per hour.**
- K. A minimum of two (2) hours per person will be billed for each emergency callout.**

PUBLIC SERVICE COMPANY OF OKLAHOMA - GENERAL TERMS & CONDITIONS

1. Use of American Electric Power System Resources

Public Service Company of Oklahoma (PSO) will provide services under this Agreement by using a mix of subcontractors, suppliers and consultants (collectively "subcontractor") and the resources of its affiliated companies in the American Electric Power ("AEP") System, including the American Electric Power Service Corporation. PSO and its affiliated companies have agreed upon the portions of the total compensation required to be paid under this Agreement, and PSO shall be responsible for paying such compensation to its affiliated companies. Only PSO shall be responsible for liabilities and failure to perform under this Agreement, and any liability resulting from such failure shall constitute the aggregate liability of PSO, and its affiliated companies. All releases and disclaimers of liability shall include PSO and its affiliated companies and its subcontractors.

2. Title to the Equipment

Title to all equipment to be incorporated into the Work shall pass to Client upon its delivery to the Site.

3. Warranty

PSO warrants that, unless specified or agreed to otherwise, all equipment shall be new, and all equipment and labor shall be free from defects in material and workmanship for 12 months from completion of the work. PSO shall repair or replace, at PSO's option, any equipment or labor found to be defective during the warranty period as long as Client has notified PSO of such defect within a reasonable time and has properly maintained and operated the equipment.

The above repair or replacement warranty sets forth PSO's sole and exclusive liability and Client's sole and exclusive remedy for all claims, whether arising out of contract, tort (including negligence), strict liability or any other cause or form of action, based on failure of, or defect in, goods or services provided under this Agreement.

PSO EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, WHICH MIGHT ARISE UNDER LAW OR EQUITY OR CUSTOM OF TRADE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR SPECIFIED OR INTENDED PURPOSE.

4. LIMITATION OF LIABILITY

a) NEITHER PSO, ITS AFFILIATED COMPANIES OR ITS SUBCONTRACTORS SHALL BE LIABLE, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR FORM ANY OTHER CAUSE OR FORM OF ACTION WHATSOEVER, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTION, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF CLIENT'S CUSTOMERS, SUBCONTRACTORS, VENDORS OR SUPPLIERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, FINES OR PENALTIES ASSESSED OR LEVIED AGAINST THE CLIENT BY ANY GOVERNMENTAL AGENCY OR ARISING OUT OF PSO'S PERFORMANCE OF SERVICES OR SUPPLY OF GOODS OR OUT OF OR IN CONNECTION WITH THE CLIENT'S USE, OR INABILITY TO USE, THE INFORMATION, APPARATUS, METHOD OR PROCESS RESULTING FROM THESE SERVICES OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE, WHETHER SIMILAR TO THOSE ENUMERATED ABOVE, ARISING AT ANY TIME FROM CAUSE WHATSOEVER.

b) THE TOTAL LIABILITY OF PSO, ITS AFFILIATED COMPANIES AND ITS SUBCONTRACTORS, WHETHER ARISING OUT OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OR FORM OF ACTION, SHALL NOT EXCEED THE CONTRACT PRICE FOR THE CONTRACT SERVICES UPON WHICH SUCH LIABILITY IS BASED.

5. Records of Accounting

If this Agreement is on a cost plus basis, then PSO shall maintain its normal cost accounting records as required for proper financial management of the work. Upon request, PSO will make these accounting records available to Client for inspection during normal business hours.

6. Termination

a) In the event of a default by one party hereto the other party, in addition to pursuing any other remedy, may elect to terminate this Agreement and the work being performed hereunder by giving written notice of termination to the defaulting party.

b) Client may terminate this Agreement without regard to whether or not PSO has failed to comply with the provisions of this Agreement. If Client should so terminate this Agreement, settlement between PSO and Client shall be made as provided below.

c) If Client or PSO terminates pursuant to paragraph a), or Client terminates pursuant to paragraph b), Client shall pay PSO all costs incurred to date of termination plus a pro rata share of fee.

7. Force Majeure

a) PSO shall not be liable for loss or damage resulting from (1) any delay in performance within the time specified or (2) failure to perform its contractual obligations, in whole or in part, insofar as such delay or nonperformance is caused by Force Majeure as defined in paragraph b) below, provided that PSO provides written notice within fifteen (15) days of the Force Majeure event to Client of the circumstances giving rise to such delay or nonperformance.

b) "Force Majeure" means the occurrence of an unforeseen event beyond reasonable control of PSO which disrupts, hinders, or otherwise delays the performance of its contractual obligations, including but not limited to the following: acts of God, war, act of public enemy; acts of civil or military authorities; riots, civil commotion, sabotage, strikes; floods, fires or other violent natural disasters; epidemics; quarantine restrictions; embargoes; unavoidable delays in procuring necessary materials, labor, equipment, services or facilities; act(s), by any government, governmental body or instrumentality, or regulatory agency (including delay or failure to act in the issuance of approvals, permits or licenses); and acts, including delays or failure to act of Client.

c) In the event of a delay in performance caused by Force Majeure, the time for performance shall be extended by such length of time as may be reasonably necessary to compensate for any such delay. PSO will make every effort to keep delays in performance to a minimum, except that settlements of labor disputes shall be within its sole discretion.

8. Proprietary Information

PSO shall perform the services based upon information furnished to it by Client, and PSO shall be entitled to rely upon such information. Both parties shall take reasonable precautions to preserve the confidentiality of all shared information. Any information so furnished which is marked "Proprietary" shall be treated during the term of this Agreement by the other party as confidential, shall be for use only under this Agreement and shall not be disclosed to any third parties. This provision shall not apply to information within any one of the following categories or any combination thereof:

a) Information which was in the public domain prior to receipt thereof from the other party or which subsequently becomes part of the public domain by publication or otherwise except by the party's wrongful act.

b) Information which was in the receiving party's possession without obligation of secrecy prior to its receipt from the disclosing party.

c) Information received from a third party having no obligation of secrecy with respect thereto.

9. Taxes

PSO's price is exclusive of any federal, state or local sales or use tax, or any other tax or similar charge based upon or measured by the gross receipts from this Agreement. If PSO is required by applicable law or regulation to pay or collect any such tax, or if Client is required to withhold such tax, then such amount shall be reimbursed to PSO by Client.

10. Permits and Access

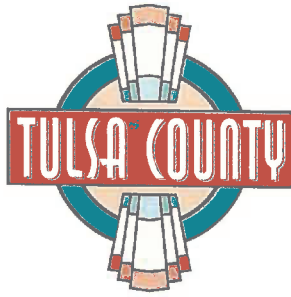
Client shall secure all permits required to install or operate any equipment supplied hereunder or needed to perform any work or service provided. Client shall provide PSO access to the work area and is responsible for the removal of all barriers.

11. Applicable Law

This Agreement shall be construed in accordance with, and its performance shall be governed by, applicable Oklahoma state laws.

12. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or collateral representations, negotiations, writings, memoranda and agreements. Any prior or collateral representation, warranty, promise or condition relating hereto but not incorporated in the Agreement will not be binding on either party. This Agreement and all of its provisions shall inure to and be binding upon the respective parties hereto, their successors and assigns; provided, that neither party hereto may assign this Agreement or any part hereof without the prior written consent of the other party hereto, but this provision shall not prohibit PSO from utilizing the services of its affiliated companies. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.



Board of County Commissioners

Tulsa County Administration Bldg.
500 South Denver
Tulsa, Oklahoma 74103-3832
918.596.5020

STAN SALLEE
DISTRICT 1

January 4, 2021

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivisions of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Stan Sallee, Chairman
Tulsa County Board of County Commissioners

SS:jb

Approved:

Douglas Wilson
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



Oklahoma Tax Commission

www.tax.ok.gov

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: **-***6419



TULSA COUNTY
500 S DENVER AVE STE 120
TULSA OK 74103-3832

AMY

Oklahoma Sales Tax Exemption Permit Oklahoma State Government

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10028212-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman
Jerry Johnson, Vice-Chairman
Dawn Cash, Secretary-Member