
MEMO

APPROVED
1/8/2024



DATE: January 3, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Dewberry Architects Inc.

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 of Tulsa County on behalf of the Tulsa County Building Operations Department and Dewberry Architects Inc for Architectural Services for the renovations of the new Tulsa County Election Board Building located at 12000 East Skelly Drive Tulsa, Oklahoma 74128. The estimated cost for these services is \$37,500.00 for Phase One, \$51,400.00 for Phase Two, and a reimbursement allowance amount of \$3,500.00, for a total Lump Sum Fee amount of \$92,400.00 as further described in the attached.

Respectfully submitted for your approval and execution

MME / dcc

SUBMITTED FOR: The January 8, 2024 BOCC meeting agenda.

CMF# 20240044



RETURN TO: Dewberry Architects Inc.
1350 S. Boulder Avenue, Suite 600
Tulsa, Oklahoma, 74119-3209
918.587.7283 phone

CLIENT: Tulsa County Oklahoma
218 West 6th Street
Tulsa, Oklahoma, 74119-1004
918-596-8453 phone

PROJECT INFORMATION

Name: Tulsa County Election Board Renovations, Skelly Drive
Dewberry Job #: TBD
Dewberry BU: 8831
Contract Effective Date: 1/2/2024
Client Number:

Dewberry PM: D. Bruce Henley

Contract Expiration: 12/31/2024

A. Method of Payment and Contract Amount

Dewberry to provide services as described within Exhibit "C" Project Scope and bill monthly percentage of task complete for each phase of the work described in Exhibit "C".

Total estimated Lump Sum fee for Dewberry's Services: \$37,500 Phase One Public Voting, \$51,400 Phase Two Vault Area, reimbursement allowance \$3,500, Project total \$92,400 in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Exhibit "A", dated 5/1/ 2023) are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Exhibit "B" Standard Terms and Conditions, dated 10/2020) for Dewberry's Services are attached hereto and made a part of this Agreement.

C. Description of Services

See Exhibit "C" for Summary of Project Scope.

Services covered by this Agreement will be performed in accordance with the Attachments referenced above. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Dewberry will not be required to render services until this Agreement is signed, returned and the applicable retainer, if appropriate, is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

D. Procurement Agent

OMES
Matt Pennington | Programs Manager
CAM - Construction And Properties
Capital Assets Management | Office of Management and Enterprise Services
p. 405-522-4463
Oklahoma.gov | omes.ok.gov

CMF# 20240044

Authorized Signatures

DEWBERRY



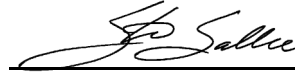
Date: 12/20/2023

D. Bruce Henley, AIA
Principal / Business Unit Manager

Dewberry Architects Inc.

1350 S. Boulder Avenue, Suite 600
Tulsa, OK 74119-3209
918.587.7283 phone

CLIENT




Date: 1/8/2024

Name: Stan Sallee

Title: Chairman

Client: Tulsa County

218 West 6th Street
Tulsa, OK 74119-1004
918-596-8453 phone

Attest: 
Michael Willis, County Clerk



APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich



December 20, 2023

EXHIBIT "C"

Oklahoma Office of Management & Enterprise Services
 Capital Assets Management
 Mr. Matt Pennington, Program Manager
 Construction, Planning, and Real Estate Services
 2401 N. Lincoln Blvd.
 Oklahoma City, OK 73105

Dear Matt,

Thank you for this opportunity to work with you and the Tulsa County Election Board staff on this great project for Tulsa County. After touring the building on October 27, we believe we have a better understanding as to the County’s intent for the property. Based on our conversation on November 15 and site visit on 12/8/2023 we believe we have captured the intended scope in the following description and diagrams 1 & 2.

Time

Assumed NTP 1/2/2024

Phase One – approximately three to four weeks, from PO and NTP

Phase Two – approximately four to five weeks, from PO and NTP, go to bid approximately 2/26/2023

Resources

Our plan is to self-perform all architecture and interior design. We have included MEP & Structural engineering design for spaces described herein only. MEP is for electrical and lighting upgrade with minimum HVAC modification. Structural design is for new entry & canopy only.

Fee

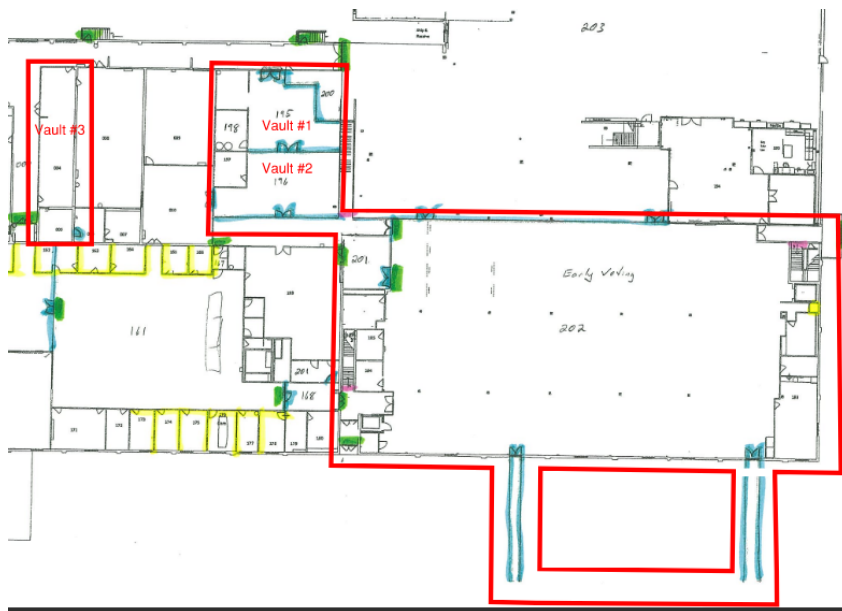
Tulsa County Voter Registration		12.14.23
Phase One	\$37,500.00	Lump Sum Fee
Dewberry	\$17,500.00	Public Voting
Consulting Engineers	20,000.00	MEP & Structural Engineering
Phase Two	\$51,400.00	Lump Sum Fee
Dewberry	\$43,200.00	Vault Area
Consulting Engineers	\$8,200.00	MEP & Structural Engineering
Sub Total:	\$88,900.00	
Reimbursement allowance, cost + 15%	\$3,500.00	
	\$92,400.00	

Phase One

- Draw accurate existing architectural plans in BIM Revit platform based upon site walk of the building interior and any client provided documents for first and second floor.
- This will include entry component, restroom and large open space only. Excludes all work beyond this specific area.
- Identification of potential code issues noticed while confirming building measurements.
- Document ADA issues seen while confirming building measurements
- Provide Construction Documents for Public Voters space in Diagram 1. Anticipated occupancy June of 2024

Phase Two

- Provide Construction Documents shown in Diagram 2 for three Ballot Vaults, limited to the area of the vaults and immediate spaces being demoed.
- The vault area 1 and 2 would be enlarged by removing the mezzanine, paint booth and compressed air tank. The Vault 1 and 2 areas would be divided by a wall and chain link fence and accessible man doors.
- Separate the electrical equipment space from the vault rooms via new full height walls and created a separate access corridor to the back of the board room with a full height wall.



Overall View

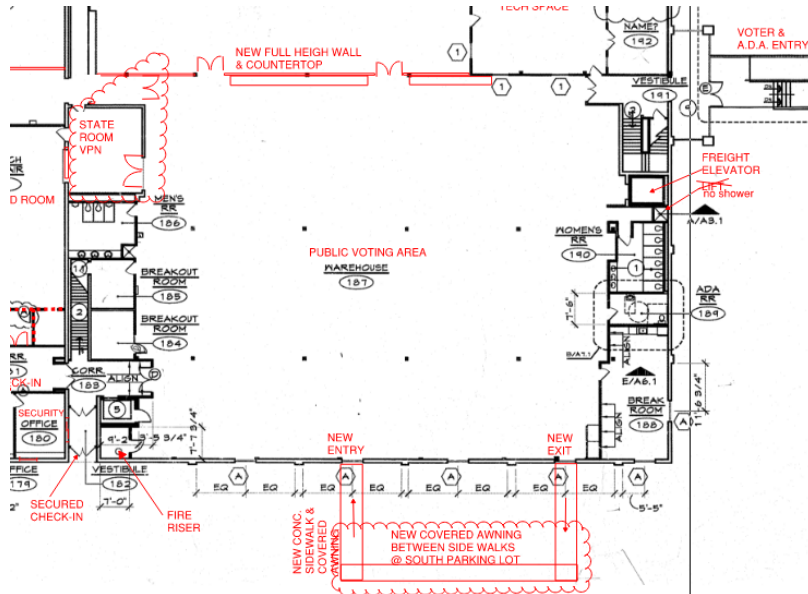


Diagram 1 Public Voting

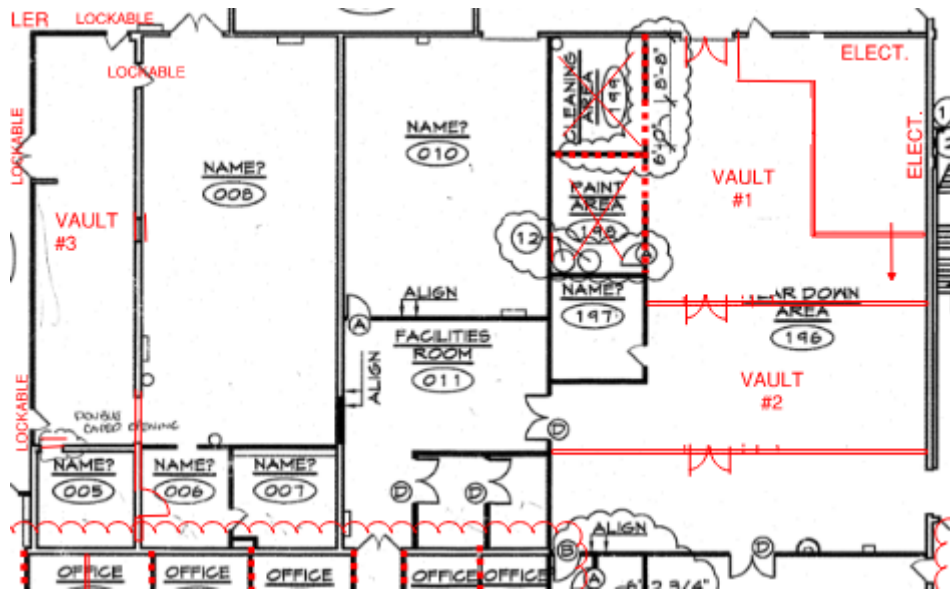


Diagram 2 Ballot Vaults 1,2,& 3

Matt Pennington
Oklahoma Office of Management & Enterprise Services
Tulsa County Election Board Renovation
December 14, 2023

Thank you for selecting Dewberry for this important project for Tulsa County. We are excited to be a part of this project and look forward to working with you. Please give me a call or an email with any questions.

Sincerely,



D. Bruce Henley, AIA
Business Unit Manager, Principal

Cc: Tulsa County

Amanda Coburn; acobourn@tulsacounty.org

Tom Neal; tneal@tulsacounty.org

Nathan Krotzer; nkrotzer@tulsacounty.org

Michael Craddock; mcraddock@tulsacounty.org

Dewberry

Chris Hiatt, David Wong, Allison Scharnell

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$350.00
Architect I,II,III	\$110.00, \$125.00, \$145.00
Architect IV,V,VI	\$165.00, \$185.00, \$205.00
Architect VII,VIII,IX	\$230.00, \$250.00, \$280.00
Interior Designer I,II,III,IV	\$100.00, \$120.00, \$130.00, \$165.00
Engineer I,II,III	\$115.00, \$135.00, \$155.00
Engineer IV,V,VI	\$170.00, \$195.00, \$225.00
Engineer VII,VIII,IX	\$250.00, \$275.00, \$305.00
Geographer/GIS I,II,III	\$95.00, \$105.00, \$125.00
Geographer/GIS IV,V,VI	\$145.00, \$165.00, \$185.00
Geographer/GIS VII,VIII,IX	\$215.00, \$250.00, \$290.00
Professional I,II,III	\$105.00, \$125.00, \$150.00
Professional IV,V,VI	\$170.00, \$190.00, \$210.00
Professional VII,VIII,IX	\$235.00, \$260.00, \$290.00
Technical	
Designer I,II,III	\$110.00, \$135.00, \$160.00
Designer IV,V,VI	\$180.00, \$200.00, \$220.00
CADD Technician I,II,III,IV,V	\$80.00, \$100.00, \$120.00, \$140.00, \$175.00
Surveyor I,II,III	\$68.00, \$83.00, \$98.00
Surveyor IV,V,VI	\$115.00, \$125.00, \$145.00
Surveyor VII,VIII,IX	\$160.00, \$190.00, \$235.00
Technical I,II,III	\$85.00, \$105.00, \$130.00
Technical IV,V,VI	\$140.00, \$155.00, \$180.00
Emergency Management	
Emergency Management I, II, III	\$85.00, \$110.00, \$140.00
Emergency Management IV, V, VI	\$170.00, \$220.00, \$280.00
Construction	
Construction Professional I,II,III	\$125.00, \$155.00, \$185.00
Construction Professional IV,V,VI,VII	\$215.00, \$240.00, \$285.00, \$320.00
Inspector I,II,III	\$85.00, \$110.00, \$140.00
Inspector IV,V,VI,VII	\$160.00, \$180.00, \$205.00, \$240.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	\$145.00, \$175.00, \$230.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
Administration	
Admin Professional I,II,III,IV	\$70.00, \$95.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-sitework.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The State of Oklahoma's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Tulsa County, Oklahoma, and the Federal District Court, Northern District of Oklahoma, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Tulsa County, Oklahoma in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** N/A – intentionally deleted.
22. **Indemnification.** N/A – intentionally deleted.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either of us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 22031, Attn: Legal Department.