
MEMO

APPROVED
12/23/2024



DATE: December 18, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – ADG Blatt, P.C.

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 agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma and ADG Blatt, P.C. for Owner's Representation and Program Management Services for the Renovations to the Tulsa County Courthouse project. If approved the term of this agreement shall begin upon approval and continue through December 31, 2026, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The December 23, 2024 BOCC meeting agenda.

CME# 20242325

APPROVED
12/23/2024

CONTRACT FOR
OWNER'S REPRESENTATIVE AND PROGRAM
MANAGEMENT SERVICES

**TULSA COUNTY
COURTHOUSE RENOVATIONS
CONTRACT EXTENSION**

CMF# 20242325

ADG Blatt, P.C.

CONTRACT FOR OWNER’S REPRESENTATIVE SERVICES

This Contract for Owner’s Representative Services (“Contract”) is entered into this 23rd day of December, 2024 and between Tulsa County, Oklahoma, (hereinafter referred to as “Tulsa County” or “Owner”) and its successors in interest, and ADG Blatt, P.C., (hereinafter referred to as “Owner’s Representative”).

OWNER’S REPRESENTATIVE SERVICES

WHEREAS, Owner’s Representative and Program Management Services for **Renovations to the Tulsa County Courthouse** (“Project”) are necessary and include a variety of services including but not limited to project support during pre-design, design, and construction phases of the project (“Owner’s Representative and Program Management Services”); all of which are required for the successful completion of the Project and

WHEREAS, an agreement has been reached and ADG Blatt, P.C. (“Owner’s Representative”) has agreed to provide the necessary Owner’s Representative and Program Management Services for the Owner.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the Program, the Parties agree to the following:

1. Definitions: All terms not expressly defined herein shall have their ordinary meanings:

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|-----|---------------------|---|
| 1.1 | Additional Services | Those services listed in Exhibit B of this Contract, which may or may not be required in the future, depending upon conditions existing during the Term of this Contract. |
| 1.2 | Basic Services | Those services listed in Exhibit A of this Contract and which are considered essential to the Program. |
| 1.3 | Contract | The written agreement between the Owner and the Owner’s Representative covering the services to be performed by the Owner’s Representative, and covering the duties, obligations and rights of the Parties. |
| 1.4 | Parties | Owner (Tulsa County, County) and the Owner’s Representative / Program Manager (ADG Blatt). |
| 1.5 | Project | The scope of work defined by this Contract. |
| 1.6 | Project Budget | The estimated cost to implement the Project, which shall include Owner’s Representative’s good faith estimate of inflation contingency. |

- 1.7 Project Coordinator Board of County Commissioners or their designee.
- 1.8 Project Schedule Owner's Representative's estimated schedule, taking into consideration sequencing of Project, architectural and/or engineering services, Owner's Representative's services and construction.
- 1.9 Project Renovations to the Alan J. Couch Juvenile Detention Center as identified by the Owner or their representative(s).
- 1.10 Project Requirements A document developed and published by Owner's Representative with the assistance of the Project Coordinator that contains the criteria necessary for the design of a Project, including types of spaces required for the various functions of a Project.

- 2. **Basic Services:** The Owner's Representative's scope of work on the Program shall include professional services to assist the Project Coordinator in the implementation of the Program, as particularly identified in Exhibit A which is attached hereto and made a part hereof.
- 3. **Additional Services:** Additional Services are Project related services as enumerated in Exhibit B, attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the Project Coordinator, acting within the limits of State law, and policies established by the Owner, and upon acceptance by the Owner's Representative. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payment paragraph of this Contract.
- 4. **Authorization of Work and Services:** This Contract represents an agreement for the Owner's Representative to provide Basic Services to be compensated through authorization upon the execution of this Contract with Tulsa County.
- 5. **Standard of Care:** In providing the services herein, the Owner's Representative agrees to perform such services with a reasonable standard of care, skill, diligence and professional competency normally employed by professionals performing the same or similar services situated in the same community. The Owner's Representative further agrees to furnish its professional skill and judgment with due care and in accordance with any specific requirements of this Contract. The services to be provided by the Owner's Representative are to be performed in

cooperation with and in reliance upon the work and services to be performed by Tulsa County and/or Department staff. The Owner's Representative agrees to furnish efficient business administration and management services pursuant to the terms of this Contract and to use its professional efforts at all times in an expeditious and economical manner consistent with the interests of Tulsa County.

- 6. Corrections in Services and Deliverables:** The Owner's Representative agrees to make any necessary corrections to services or deliverables furnished under this Contract, when such services or deliverables contain any errors, deficiencies or inadequacies, which Owner's Representative could have reasonably foreseen, and which were caused by the negligence or willful acts or omissions of the Owner's Representative, at no cost to Tulsa County. Owner's Representative shall not be liable for the failures or deficiencies of Architects, Third Party Consultants, Contractors or Construction Managers not employed by nor hired by the Owner's Representative.
- 7. Ownership of Work Product:** Upon payment for services involved in its production, creation or accumulation, title to the work product produced, created or accumulated in performing this Contract shall pass to and remain the property of Tulsa County, including but not limited to the work product reflected in or contained in any and all documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials ("Intellectual Property"). All Intellectual Property shall be considered to be "Work for Hire" and may be reproduced, distributed and published by Tulsa County in whole or in part without permission or any additional payments or fees to the Owner's Representative. Any reuse of said Intellectual Property by Tulsa County shall be at their own risk and responsibility and not that of the Owner's Representative. Tulsa County hereby authorizes the Owner's Representative to use and reproduce Intellectual Property so long as such use does not include data developed which is specific to Tulsa County.
- 8. Hazardous Materials:** The Owner's Representative shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials of any type or in any form at the Project sites. However, the Owner's Representative agrees to notify the Project Coordinator of any hazardous materials identified during the performance of the work.
- 9. No Extra Work:** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon Tulsa County unless such work or service is first approved in writing by Tulsa County.

10. **Stop Work Order:** Upon notice to the Owner's Representative, the Project Coordinator may issue a Stop Work Order suspending the performance of work and/or services under this Contract. The Stop Work Order shall not terminate or suspend any of the required provisions of the Indemnity and Insurance paragraph of this Contract.
11. **Independent Contractor:** The Parties agree that the Owner's Representative / Program Manager is an independent contractor and not an employee or joint venturer with the Owner. No third party beneficiary relationship is hereby established. All contracts relating to the design, engineering and construction of the Projects shall be entered into by Tulsa County and not the Owner's Representative.
12. **Sub-consultants and Conflicts of Interest:** The Owner's Representative agrees to provide to the Project Coordinator, for pre-engagement approval, a list of any sub-consultants the Owner's Representative intends to engage to perform services related to this Contract. Such approval may not be unreasonably withheld by the Project Coordinator. The Owner's Representative will fully inform and advise all sub-consultants hired of the provisions contained in this Contract and of Tulsa County and/or Department requirements hereunder, and will not enter into any contracts inconsistent with the provisions hereof, and will secure performance of the services to be rendered by such sub-consultants in accordance with and as required by the provisions of this Contract. Notwithstanding the approval of any sub-consultant hired by the Owner's Representative, the Owner's Representative shall be solely responsible for the fees of such sub-consultant, the services performed by such sub-consultant, and directing and supervising such sub-consultant.

Upon approval in writing by the Project Coordinator, the Owner's Representative and any of its sub-consultants shall be permitted to provide Additional Services to Tulsa County.

The Owner's Representative shall require all employees, sub-consultants and subcontractors engaged by the Owner's Representative to advise the Project Coordinator of any business relationships, formal or otherwise, which may pertain directly or indirectly to the Program and which may, in any way, be construed to be a conflict of interest.

13. Compensation and Payment

- 13.1 Basic Services Compensation:** The Owner's Representative shall be compensated for Basic Services in accordance with the provisions of the Schedule of Values attached hereto as Exhibit C.
- 13.2 Additional Services Compensation:** Additional Services, as set forth in Exhibit B, are to be provided by the Owner's Representative only with the prior written authorization of Tulsa County. Owner's Representative Compensation for Additional Services shall be agreed to in writing by Project Coordinator and shall be based upon hourly rates set forth in Exhibit C.
- 13.3 Payment:** The Owner's Representative shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Project Coordinator for payment. Invoices shall be submitted as provided in the attached Exhibit C.

Invoices submitted by the Owner's Representative shall meet the standards of quality established under this Contract.

Tulsa County agrees to pay the Owner's Representative within thirty (30) days after the receipt and approval of the invoice. Payment of any invoice for any work or services shall not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of Tulsa County or any obligation of the Owner's Representative should it be determined later that said work or services were not performed or provided in accordance with the standards required by the Contract. Final payment shall not be deemed to waive any rights or obligations of the Parties to this Contract.

14. Indemnity and Insurance

- 14.1 Indemnity:** The Owner's Representative hereby agrees to release, defend, indemnify, and save harmless Tulsa County, and its officers, agents, and employees, (i) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as, (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever arising out of or resulting from loss of, or damage to, property, or injuries to, or death of, any person or persons but only to the extent caused by the negligence or omissions of the Owner's Representative, including, without limiting the generality of the foregoing, negligence or willful acts and omissions of Owner's Representative's officers, employees, representatives, suppliers, invitees, contractors, or agents in connection with this Contract. Provided, however, the Owner's Representative shall not be liable hereunder for any loss solely occasioned by the wrongful acts of Tulsa County or their officers, agents, and employees or any one for whom Owner's Representative is not legally

responsible. This Indemnity provision does not apply to Workers' Compensation claims by Tulsa County or Department employees. Each party agrees to give the other party(s) hereto prompt notice of any claims, suits, actions or proceedings.

In the event Tulsa County determines there is a conflict of interest between the Owner's Representative or Tulsa County with respect to legal representation in the defense of third party claims, the Owner's Representative will provide and pay for separate legal counsel to the interests of Tulsa County. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Owner's Representative hereunder.

14.2 Insurance: Prior to beginning work, the Owner's Representative shall obtain and furnish to the Project Coordinator current copies of certificates of insurance required below. The required insurance shall be maintained in full force and effect until completion and acceptance by Tulsa County of the Project. The Owner's Representative shall maintain insurance, written with an insurance company acceptable to Tulsa County, for the coverages and amounts of coverages not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. Certification of insurance shall be provided by the Owner's Representative. Said insurance certificates shall provide that there may be no termination, non-renewal or modification of such coverage without thirty (30) days prior written notice to Tulsa County, in conformance with the provisions of this Contract. The amounts of such coverage shall be:

14.2.1 Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.

14.2.2 Commercial general liability coverage for a combined amount of not less than \$1,000,000 for all damages arising out of bodily injury death, and property damage for each occurrence with an aggregate limit of \$2,000,000, and an excess umbrella liability coverage of \$4,000,000. All insurance provided hereunder shall name Tulsa County as additional insureds.

14.2.3 Comprehensive automobile liability coverage sufficient to meet Tulsa County's maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage, and \$1,000,000 for any number of claims arising out of a

single accident or occurrence. All insurance provided hereunder shall name Tulsa County as additional insureds.

14.2.4 Valuable paper insurance in an amount of \$100,000 to assure the restoration in the event of the loss or destruction of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (collectively referred to as “documents” in this subparagraph) obtained or prepared as a part of this Contract and the delivery of said documents to Tulsa County upon the completion, expiration, cancellation or termination of this Contract. Tulsa County shall be named as loss payees for their interest only.

14.2.5 Professional liability insurance evidencing the Owner’s Representative’s coverage in an amount not less than \$1,000,000. Professional liability insurance shall be maintained for a period of three (3) years after completion of the Program or earlier termination of the Owner’s Representative’s services.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect until the completion of the Program or one (1) year after the termination of the Owner’s Representative’s services under this Contract.

The lapse of any of the insurance coverages required above is deemed to be a breach of this Contract. Tulsa County may at its option suspend, cancel or terminate this Contract until there is full compliance with this paragraph, or cancel and/or seek damages for the breach of this Contract.

15. Prohibition Against Collusion: The Owner’s Representative warrants it has not employed or retained any company or person other than a bona fide employee working solely for the Owner’s Representative to solicit or secure this Contract, and the Owner’s Representative further warrants it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Owner’s Representative, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Nondiscrimination: In connection with the performance of work under this Contract the Owner’s Representative agrees as follows:

16.1 The Owner's Representative agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry, or disability. The Owner's Representative shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or disability as defined by the Americans with Disabilities Act. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Owner's Representative shall agree to post in a conspicuous place in its corporate office, available to employees and applicants for employment, notices to be provided by Tulsa County setting forth provisions of this section.

16.2 In the event of the Owner's Representative's non-compliance with this nondiscrimination clause, the Contract may be canceled or terminated by Tulsa County. The Owner's Representative may be declared by Tulsa County ineligible for further contracts with Tulsa County until satisfactory proof of intent to comply shall be made by the Owner's Representative.

16.3 The Owner's Representative agrees to include this nondiscrimination clause in any subcontracts connected with the performance of the Contract.

17. Reporting to Tulsa County: The Owner's Representative shall report to Tulsa County through the Project Coordinator on a regular basis as further described in Attachment A and as reasonably requested by Project Coordinator.

18. Notices: All notices and orders given pursuant to this Contract shall be in writing and may be delivered (a) by deposit in the U.S. Mail, marked certified or registered mail, return receipt requested, with postage prepaid; or (b) by delivery to a reputable national overnight courier service addressed to the parties at the addresses set forth below in accordance with this Section:

To Tulsa County:

Tulsa County
Board of County Commissioners:
218 West 6th Street
Tulsa, Oklahoma 74119
Phone 918.596.5004

To the Owner's Representative:

ADG Blatt, P.C.
920 W. Main St.
Oklahoma City, OK 73106
Attn: Jason Cotton, PE
Phone: 405.232.5700

The address of any person or party may be changed by notice to the other party given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

- 19. Compliance with Law, Ordinances, Specifications and Regulations:** The Owner's Representative shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, pertaining in any manner to the services provided under the provisions of this Contract.
- 20. Construction and Enforcement:** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
- 21. Records and Accounts:** During the Term of this Contract and continuing for a period of the longer of three (3) years after the final completion of this Contract, or until the final resolution of any outstanding disputes between the Parties, the Owner's Representative shall maintain its internal accounting records and other supporting documents pertaining to the invoicing for costs of all services for this Contract. The Owner's Representative shall maintain its records in accordance with generally accepted accounting principles consistently applied, and shall permit periodic audits by Tulsa County and Tulsa County authorized representatives. The periodic audits of the records in support of invoices for the Contract shall be performed at times and places mutually agreed upon by the Project Coordinator and the Owner's Representative. Verification of the Owner's Representative's pay claims will be limited to time sheets, payroll records, receipts and related documents that support the Owner's Representative's monthly invoices.
- 22. Entire Contract; Modification:** This Contract, inclusive of the Tulsa County bid specifications, expresses the entire understanding of the Parties concerning the Contract, and neither Tulsa County nor the Owner's Representative has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein. This Contract may be modified only by a written amendment of subsequent date hereto, approved by Tulsa County and the Owner's Representative.
- 23. Amendment:** This Contract may be amended, as needed, to provide for additional Owner's Representative Services. Any amendment to the Contract must be in

writing and be approved by the Parties.

24. Termination of Contract

- 24.1 Discretionary Termination:** This Contract may be terminated in whole or in part by Tulsa County, in its sole discretion, with or without cause, upon thirty (30) days written notice to the Owner's Representative. Such notice of termination shall be effectuated by delivery of a Notice to the Owner's Representative pursuant to the Notices paragraph hereof.
- 24.2 Termination for Default:** This Contract may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms after due notice and thirty (30) days within which to correct the default.
- 24.3 Payment upon Termination:** In the event of the termination of this Contract, not the fault of the Owner's Representative, the Owner's Representative shall be compensated for all services performed to the date of termination. The rights and remedies of Tulsa County provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract. Termination herein shall not terminate or suspend any of the required provisions of the Indemnity and Insurance paragraph of this Contract.
- 24.4 Method of Termination:** Upon receipt of the notice of termination, the Owner's Representative shall (i) immediately discontinue all work and services affected unless the notice directs otherwise, and (ii) within seven (7) days following Owner's Representative's receipt of payment as provided in the Payment upon Termination paragraph of this Contract, deliver to the Project Coordinator copies of all documents, data, drawings, specifications, reports, calculations, field notes, computer files, and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.
- 24.5 Assignment upon Termination:** In the event of the termination of this Contract prior to completion of the Program, regardless of the reason for said termination, the Owner's Representative shall immediately assign to Tulsa County those contracts between Owner's Representative and the Owner's Representative's sub-consultants, as Tulsa County may designate in writing. With respect to those contracts assigned to and accepted by Tulsa County, Tulsa County shall only be required to compensate such Owner's Representative's sub-consultants for compensation accruing to such parties under the terms of their agreements with the Owner's Representative from and after the date of such assignment to and acceptance by Tulsa County. All sums claimed by such Owner's Representative's sub-consultants to be due and owing for services performed prior to such assignment and

acceptance by Tulsa County shall not constitute a debt of Tulsa County, and Tulsa County shall in no way be deemed liable for such sums. The Owner's Representative shall include this provision and Tulsa County's rights and obligations hereunder in all agreements or contracts entered into with the Owner's Representative's sub-consultants.

24.6 Termination for Non-Appropriation: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled, and the County will not be obligated to pay the Contractor for any amount past the date of Notice of Termination. The County shall have sole discretion to cancel said Contract base on non- appropriation of funds for whatever reason.

25. Assignment: Inasmuch as this Contract is a personal service agreement which relies on the personal integrity, financial standing and unique ability and expertise of the Owner's Representative to assist in the development and management of all phases of the Program, it has been agreed by the Parties that the Owner's Representative may not assign its interest in said Contract without prior written consent of Tulsa County.

The Owner's Representative may not assign this Contract or any interest therein by operation of law, process, or proceeding of any court or otherwise; or assign any portion thereof without first obtaining the prior written approval of Tulsa County; moreover, at least thirty (30) days prior to any contemplated assignment of this Contract by any operation of law, process, or proceeding of any court or otherwise, the Owner's Representative shall submit a written request to Tulsa County, and the Owner's Representative shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of the Program on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective unless the Owner's Representative shall not be in default on any of the terms, provisions, covenants and conditions herein contained. Further, in no event shall any assignment be effective, regardless of any submissions to Tulsa County, without the prior written approval of Tulsa County. The party to whom such assignment is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Contract.

Moreover, no assignment shall release the Owner's Representative from any of the terms, covenants, or conditions herein contained on the part of the Owner's Representative to be performed, kept and observed. Further, in the event of an approved assignment, the assignee shall not assign any portion of the Contract except with the prior approval of the Parties herein, and any assignment by the Owner's Representative shall contain a clause to this effect.

- 26. Relationship to Contractor and Construction Manager:** ADG Blatt, P.C. shall not be responsible for construction means, methods, techniques, sequences of operations, nor shall ADG Blatt, P.C. have charge over, or responsibility for, safety precautions connected with the Project.
- 27. Time is of the Essence:** The Parties expressly agree that time is of the essence with respect to this Contract.
- 28. Severability:** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Contract.
- 29. Execution in Counterparts:** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 30. Descriptive Headings:** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and do not constitute a part of this Contract, and shall not affect the meaning, construction, interpretation or effect hereof.
- 31. Survival of Representations:** All representations and covenants of the Parties shall survive the expiration of the Term of the Contract.
- 32. Parties Bound:** This Contract shall be binding upon and inure to the benefit of all parties and their respective successors and permitted assigns. This Contract is solely for the benefit of the Parties, and none of the provisions hereof are intended to benefit third parties.
- 33. Venue of Actions:** The Parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Tulsa County.
- 34. Effective Date:** The effective date of this Contract shall be the date of execution of this Contract by Tulsa County.
- 35. Term:** This contract is deemed to expire at midnight on the 31st day of December 2026. Absent agreement of the parties to effectuate changes to this contract or to terminate said contract in its entirety, this contract will renew on an annual fiscal year basis until such time as all projects have been completed.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the
23rd day of December, 2024.

ATTEST:

ADG Blatt, P.C.




Secretary
David Podoll



JC Witcher, NCARB, AIA, Assoc. DBIA
Principal/Chief Strategy and Practice Officer




TULSA COUNTY

APPROVED AS TO FORM/LEGALITY

ASSISTANT DISTRICT ATTORNEY
Andrew C. Mihelich



Secretary





Chairman Stan Sallee



Commissioner Kelly Dunkerley



Commissioner Karen Keith

EXHIBIT A BASIC SERVICES

Tulsa County Courthouse Renovations Owner's Representative and Program Management Services

Upon written direction by the Owner, the Owner's Representative hereby agrees that it will perform, in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the execution of the Project:

1. Administrative Services

- 1.1. Coordination and Communication: The Owner's Representative will provide overarching coordination of the Project. These activities are anticipated to include
 - 1.1.1. Monitoring of Consultants: Owner's Representative will coordinate and monitor the efforts of both the design and construction teams, as well as other consultants and vendors which may be working directly for the County in conjunction with the Project.
 - 1.1.2. Staff and BOCC Meetings: Owner's Representative will attend staff and public Board of County Commissioner (BOCC) meetings as required for the successful implementation of the Project.
- 1.2. Schedule Development: In ensuring the overall organization of the Project, the Owner's Representative shall create and maintain a master schedule for the Project. This schedule shall communicate all phases and activities from the date of the Notice to Proceed, to the final acceptance of all improvements constructed in conjunction with the Project. A baseline schedule will also be maintained which will help clarify if and how the schedule has changed during execution of the Project. The Owner's Representative will conduct regular reviews of the Construction Manager's schedule with a focus on the Critical Path. The Owner's Representative shall inform the Owner if the Construction Manager's schedule appears to deviate from the contract requirements.
- 1.3. Budget Development: Upon confirmation from the Owner of the overall project budget, the Owner's Representative shall develop a detailed budget for the project. This budget shall communicate projected budgets for pertinent categories including Construction, FF&E, Design Fees, Administrative Costs, Testing, and other similar budget categories. The Owner's Representative shall maintain this detailed budget, as well as an inventory of funding sources, during the life of the project.
- 1.4. Maintenance of Open-Items list: To help ensure project-related items are addressed as appropriate, the Owner's Representative will create, distribute, and maintain an Open-Items list. This list will communicate items to be addressed as well as other related information including relative

priority, assignment, due date, and date completed.

- 1.5. **Billing Review:** Owner's Representative will review invoicing submitted to the Owner by all Architects, Engineers, Construction Managers, and other consultants. Comments and recommendations from this review will be provided to the Owner for consideration in authorizing subsequent payment.
- 1.6. **Coordination of Consultants:** Owner's Representative will be the primary point of contact for all Architects, Contractors and Construction Managers and will provide coordination services between these groups and the Owner as appropriate.
- 1.7. **Occupant Engagement Sessions:** Owner's Representative will work with Owner to host town hall meetings to update building occupants on the status of upcoming work.

2. Pre-Design Services

- 2.1. **Request for Qualifications (RFQ) and Request for Proposal (RFP) Development / Review:** The Owner's Representative will assist in the development and/or review of documents issued by Tulsa County (County) in conjunction with solicitations for professional services. Services will be provided as directed and/or requested by Tulsa County.
- 2.2. **Consultant Selection Support:** The Owner's Representative will assist the County in completing the consultant selection process. Support will include:
 - 2.2.1. Reviewing submitted responses to RFQs and/or RFPs.
 - 2.2.2. Making recommendations for team(s) which should be formally interviewed by the County.
 - 2.2.3. Attending formal interviews and presentations at Tulsa County.
 - 2.2.4. Making recommendations regarding the best-suited firm(s) for a given project based on information presented by each team as well as information provided as a part of the original RFQ/RFP response.
 - 2.2.5. **Consultant Contract Review:** The Owner's Representative will support the County in reviewing proposed contractual agreements between the County and the Prime Consultant. This support will be based on generally accepted industry standards and will not include formal legal review which is anticipated to be completed by County legal counsel.
- 2.3. **Construction Manager at Risk (CMaR):** It is currently anticipated that CMaR will be the most appropriate delivery method for the Project. As a result, services listed under Sections 2.1 and 2.2 shall also apply to procurement processes associated with the selection of an appropriately qualified and licensed Construction Management firm. Support of the Owner's Representative during negotiation of the CMaR Contract shall also be included within the scope of these services.

3. Design Services

- 3.1. Design Process Support: The Owner's Representative shall provide oversight of the design team during the development of construction drawings and specifications. These services are anticipated to include weekly email and telephone correspondence with both the Owner and the Design Team as appropriate, as well as a weekly or bi-weekly coordination meetings. The Owner's Representative shall prepare agendas for these

EXHIBIT A – BASIC SERVICES (CONTINUED)

Tulsa County Courthouse Renovations

Owner's Representative and Program Management Services

meetings and will distribute notes to the project team following each meeting.

- 3.2. Construction Document Review: The Owner's Representative will complete a comprehensive review of design team submittals at the completion of Concepts (if applicable) and Schematic Design, Design Development, and Construction Documents. This review will include peer review by appropriately licensed and qualified professionals covering all disciplines included in the final submittal(s). All reviews will be completed digitally using PDF files provided by the design team. In addition to redlined drawings and specifications, a summary table of all comments will be prepared by the Owner's Representative and submitted to the County at the completion of each review.
- 3.3. Cost Estimate Review: It is anticipated that cost-estimates will be generated by the Construction Manager and submitted to the Owner and Architect for consideration and evaluation. The Owner's Representative shall assist the Owner in evaluating cost-estimates as well as comments provided by the Architect to the Construction Manager.
- 3.4. Value Engineering / Cost Reduction Services: The Owner's Representative shall work with the design and construction teams to value-engineer the Project to meet the Owner's requirements. Opportunities to reduce costs via alternative systems and materials shall be identified and recommendations made accordingly.

4. Construction Phase Services

- 4.1. Construction Observation: Owner's Representative will monitor and review the progress of the construction work and perform routine site visits. Owner's Representative will monitor the Contractor's schedules and will make recommendations regarding the coordination of such schedules with other related activities. Site visit reports will be provided to the Owner, Construction Manager, and the Architect and/or Engineer of Record as soon as practical following the visit. The reports will be published with a description of the findings, noted non-compliant work, and should include progress photos showing the general status of construction.

- 4.2. Progress Meetings. Attendance at the construction coordination meetings with the Contractor, Architect and/or Engineer of Record, and Owner's Representative or their designees.
- 4.3. Final Completion. In conjunction with the Architect and/or Engineer of Record and after the correction of all punch list items, Owner's Representative will make a final comprehensive site visit and will indicate whether the construction work is acceptable.

EXHIBIT B ADDITIONAL SERVICES

Tulsa County Courthouse Renovations Owner's Representative and Program Management Services

Additional Services will only be provided upon prior written and clearly detailed direction of the Owner. The Owner's Representative may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by Tulsa County's own forces, which work or services are outside the scope of work of Owner's Representative's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Project.
3. Provide "ground-up" construction cost estimates for the Project, except for conceptual cost estimates required to produce the Program Budget, which cost estimates shall be based on square foot costs.
4. Provide architectural and engineering design services required for the Project.
5. Specification, selection, and procurement of equipment associated with the Project.
6. Gathering, reviewing or analyzing data not directly related to the physical plant of the Project, such as demographic information, Information Technology, security, or transportation.
7. Make revisions due to deficiencies or conflicts in documents prepared by Tulsa County, third party architects and/or engineer of record for any Project, if required, in which case the Owner's Representative agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Owner's Representative agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
9. Produce miscellaneous presentation materials not originally anticipated as a part of the Project.
10. Provide extraordinary and continuing alternative dispute resolution services.

EXHIBIT B – ADDITIONAL SERVICES (CONTINUED)
Tulsa County Courthouse Renovations
Owner’s Representative and Program Management Services

11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
13. Provide assistance in public relations or marketing efforts either with Owner’s Representative’s employees directly or through a sub-consultant of Owner’s Representative, which sub-consultant will be submitted to Project Coordinator for approval.
14. Services required by Owner’s Representative resulting from delays caused in whole or in part by:
 - a. Changes to the Project as directed by Tulsa County.
 - b. Default of Architect, Contractor or Construction Manager.
15. Provision of Owner’s Representative / Program Management Services for Construction phases of work. These additional services exclude Administrative and Design Services necessitated during the initial Contract in conjunction with high-priority improvements which are identified by the design and construction teams.

**EXHIBIT C
COMPENSATION**

**Tulsa County Courthouse Renovations
Owner’s Representative and Program Management Services**

Basic Services

Basic Services provided by the Owner’s Representative shall be billed according to the following schedule based on the portion of work complete to date:

Phase	Description	Fee (Lump Sum) ¹
100	Administrative Services	\$ 137,000
200	Pre-Design Services	\$ 50,000
300	Design Services	\$ 80,000
400	Reimbursable Expenses ²	Cost + 15%
		\$ 267,000

Phase	Description	Fee (Lump Sum)
101	Administrative Services (Through December 2024)	\$ 137,000
301	Design Services (Design Development and Construction Documents)	\$ 100,000
		\$ 237,000

Phase	Description	Fee (Lump Sum) ³
102	Administrative Services (Through December 2026)	\$ 216,425
302	Construction Phase Services (Through December 2026)	\$ 178,575
		\$ 395,000

- ¹ Fee based on services provided from Notice to Proceed (NTP) through Concepts (if applicable) and Schematic Design phases of work. Services will extend through pricing exercise completed by CMAA following receipt of Schematic Design package (assumed duration: 12-months). Administrative and Design Services necessitated during the initial 12-months of the contract in conjunction with high-priority improvements shall be considered a part of Basic Services and included in the above-described fees.
- ² Reimbursables expenses to include cost of reprographics and sub-consultants (exclusive of Kirkpatrick Program Management and Salas-O'Brien).
- ³ Fee based on services provided from January 1, 2025 through December 31, 2026. Administrative and Construction Phase Services necessitated during 24-months of the contract shall be considered a part of Basic Services and included in the above-described fees.

EXHIBIT C – COMPENSATION (CONTINUED)
Tulsa County Courthouse Renovations
Owner’s Representative and Program Management Services

Additional Services

Unless otherwise agreed to in writing by the Owner and Owner’s Representative, Additional Services shall be billed at rates according to the attached 2023 ADG Blatt Rate Sheet.

All reimbursables expenses incurred by the Owner’s Representative shall be billed to the Owner at cost + 15%. Said reimbursable expenses shall include cost of reprographics and sub-consultants.

Invoices submitted for Additional Services shall be accounted for separately for each Additional Service performed.



2023 Rate Sheet

* Rates subject to change at beginning of new calendar year

<u>Group</u>	<u>Description</u>	<u>Billing Rate (\$/hr)</u>
Architecture	Architectural BIM Specialist	\$ 90.00
	Intern Architect I	\$ 100.00
	Intern Architect II	\$ 105.00
	Intern Architect III	\$ 115.00
	Architect I	\$ 130.00
	Architect II	\$ 140.00
	Architect III	\$ 150.00
	Project Manager	\$ 155.00
	Senior Project Manager	\$ 190.00
	Director of Architecture	\$ 245.00
Construction Administration	Construction Administrator I	\$ 85.00
	Construction Administrator II	\$ 95.00
	Construction Administrator III	\$ 110.00
	Director of Construction Administration Services	\$ 135.00
Design	Building Designer	\$ 125.00
	Director of Design	\$ 290.00
Urban Design / Planning	Landscape Architect	\$ 145.00
	Planner	\$ 160.00
Interiors	Interior Designer I	\$ 90.00
	Interior Designer II	\$ 115.00
	Interior Designer III	\$ 135.00
	Director of Interior Design	\$ 160.00
Engineering	Civil BIM Specialist	\$ 100.00
	Mechanical Designer I	\$ 100.00
	Mechanical Designer II	\$ 125.00
	Mechanical Designer III	\$ 150.00
	Mechanical Engineer I	\$ 125.00
	Mechanical Engineer II	\$ 150.00
	Mechanical Engineer III	\$ 175.00
	Civil Engineering Manager	\$ 175.00
	Director of Engineering	\$ 240.00
Program Management	Construction Observer I	\$ 100.00
	Construction Observer II	\$ 105.00
	Construction Observer III	\$ 140.00
	Project Manager I	\$ 90.00
	Project Manager II	\$ 125.00
	Project Manager III	\$ 160.00
	Project Manager IV	\$ 185.00
	Director of Program Management	\$ 215.00
Specifications	Specification Writer I	\$ 100.00
	Specification Writer II	\$ 110.00
Support	Office Coordinator	\$ 70.00
	Student Intern	\$ 70.00
	Business Manager	\$ 100.00
	Project Coordinator	\$ 105.00
	Marketing Coordinator	\$ 110.00
	Project Controller	\$ 120.00
	Marketing Manager	\$ 130.00
	Project Resource Specialist	\$ 145.00
	Director of Marketing	\$ 160.00
	Director of Finance & Administration	\$ 165.00
	Managing Partner	\$ 250.00
	President/CEO	\$ 300.00
Expert Testimony	\$ 370.00	