

AGREEMENT FOR SERVICES

This Agreement made between **SRB, LLC** 100 N.E. 5th Street, Oklahoma City, OK 73104, hereinafter referred to as "**Consultant**" and the **Oklahoma Authority Criminal Justice Authority** of Oklahoma Authority, hereinafter referred to as "**Authority**".

DESCRIPTION OF PROJECT

OCCJA-22-001

Engineer of Record for Oklahoma Authority Jail Facility Maintenance
Consultant Services

SCOPE OF SERVICES

The Consultant Services to be provided are described in Attachment "A".

SECTION 1

CONSULTANT CHARGES

The total amount of the contract shall not exceed **Seventy-two thousand, seven hundred Dollars and No/100 (\$72,700)** for Scope of Services as described in Attachment "A". Should the Consultant determine services are needed that will exceed that total amount, the Consultant shall notify the Authority by Amendment to this Agreement for acceptance by the Authority prior to performing work that would exceed this amount.

THE CONSULTANT AGREES

1. To comply with all federal, state, and local laws, regulations, and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the Authority may deem necessary in connection with the work, and the Authority shall have the right to inspect the work at all reasonable times at an acceptable working office or offices located at 100 N.E. 5th Street, Oklahoma City, OK 73104.
3. To assume responsibility, to indemnify, and save harmless the Authority or other agency of government from all claims and liability to the extent caused by his negligent acts or the negligent acts of his agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement.

4. To bind Consultant's firm including principals, officers, employees, agents, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, to the same statutes, rules, and regulations as the Authority insofar as conflict of interest is concerned.
 5. That prior to beginning the work he and his subcontractors shall obtain and furnish current copies (certificates) to the Authority of:
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - B. Professional Liability Insurance. The insurance policy coverage must be in an amount sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the Authority be notified if the insurance carrier intends to cancel or not renew the policy.
- This insurance (A and B) shall be maintained in full force and effect during the life of this contract.
6. To maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the Authority and copies thereof shall be furnished if requested.
 7. Any written report or document generated by the Consultant, his agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, in connection with this project shall become the property of the Authority without any right of the Consultant, his, agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement, to restrict said use in any manner by the Authority.

SECTION 2

THE AUTHORITY AGREES:

1. To pay a total fee not to exceed **Seventy two thousand, seven hundred Dollars and No/100 (\$72,700)** which includes all services provided by Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, as funds are available and work is authorized by the Authority Administrator.

SECTION 3

It is further mutually agreed by the Authority and the Consultant that:

1. A written notice will be made to the Consultant by setting out the date he is to begin the prosecution of the contract work.
2. It is expressly understood and agreed by and between the parties hereto that the Consultant, including his subcontractors and/or independent consultants retained pursuant to this agreement, will hold and save the Authority harmless from any and all claims of damage or cause of action accruing to persons to the extent caused by any of Consultant's work performed negligently hereunder. The Consultant will be held responsible for the accuracy of engineering details and quantities of work to be performed or to be performed by his subcontractors and/or independent consultants retained pursuant to this agreement. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said Consultant. The Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Consultant will be held responsible to correct any mistakes or omissions in the work of the Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, which appear and are disclosed to Consultant during the final review by the Authority.
3. For any major revision in the character or scope of the work ordered in writing by the Authority, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The Authority reserves the right to delete any portion of this contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consultant, including his subcontractors and/or independent consultants retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The Authority reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consultant, including his subcontractors and/or independent consultants retained pursuant to this

agreement, shall be paid by the Authority the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the Authority shall be conclusive and binding.

6. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Authority, the Consultant, and his subcontractors and/or independent consultants retained pursuant to this agreement, shall be referred for determination to the Authority Administrator or his duly authorized representative whose decision after approval by the Authority in the matter shall be final and conclusive on the parties to the contract, unless and provided that nothing herein shall deny either party the right to litigate all questions of fact and conclusions of law in the courts of the State of Oklahoma.
7. The Authority will grant a request for a reasonable extension of time, if the Consultant submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control.
8. The Consultant shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, shall be done in a manner acceptable to the Authority, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the Authority and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the Authority without restriction or limitation on their use.
10. This contract is null and void unless the amount of the contract has been encumbered by the Authority and approved for payment by the Board of Authority Commissioners.
11. This agreement cannot be assigned or subcontracted by either party without written approval of the other party.

TERM OF AGREEMENT

This Agreement shall be effective upon execution by all parties and will expire upon completion of construction.

OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA

It is expressly understood that the Authority under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within the limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Consultant shall not perform any services until the Consultant receives a Purchase Order from the Authority showing the full amount of the obligation created pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of the Authority for Fiscal Year 2022-2023. For the purpose of this agreement it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than **AMOUNT Dollars and No/100 (\$0.00)**. In the event that an Amendment is approved pursuant to terms of this agreement, and terms of said Amendment require payment of any sum in addition to the sum immediately aforesaid, Consultant shall not perform any Services contemplated within the scope of said Amendment until Consultant receives a Purchase Order showing that the full amount of the obligation created pursuant to said Amendment has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the Authority's Fiscal Year within which the Amendment is appropriated.

This Agreement entered this _____ day of _____, 2022.

AUTHORITY
**Oklahoma County
Criminal Justice Authority**

CONSULTANT
SRB, LLC

Mr. Greg Williams/CEO

Mr. Jim Couch/Chairman

Mr. Benjamin Brown/Vice-Chairman

(Signature)

(Printed name and title)

ATTEST:

APPROVED:



EXHIBIT A SCOPE OF SERVICES

SRB SHALL PERFORM OR PROVIDE THE FOLLOWING:

The scope includes Task Orders as shown in Exhibit B. This agreement will be amended as additional Task Orders are identified by the Oklahoma County Criminal Justice Authority (OCCJA). SRB will provide Final engineering for bid packages for various ARPA and non-ARPA funded maintenance projects. SRB will also provide Bidding Assistance, Construction Administration and periodic inspections in order to provide the ARPA required project engineering and construction documentation. The documentation will be provided to the Authority and the County ARPA consultant.

DOES NOT INCLUDE:

Materials testing; structural testing; flow tests or other analytical testing.
On-site facility repairs or construction.
As-Built Plan services of the existing facility.

CLIENT SHALL PROVIDE:

Facility plans and as-built drawings if available.
Maintenance records as applicable for any requested services.
Access to the Facility Manager and staff as needed for maintenance needs analysis.
Secure access for the Engineer of Record and representatives to assess and recommend maintenance activities or coordination/inspection of maintenance work/repairs.
Product and vendor specifications developed by the Facility Manager for existing or past equipment.

EXHIBIT B-1
SRB RATE SCHEDULE
2021-2022

| Personnel Classification | Approved Hourly Rate |
|-------------------------------------|---------------------------------|
| Principal In Charge | \$290 |
| Engineering Manager | \$210 |
| Sr. Project Manager | \$210 |
| Survey Project Manager | \$195 |
| Project Manager | \$195 |
| SR. Engineer | \$165 |
| Staff Engineer | \$130 |
| Engineer-In-Training | \$105 |
| Design Technician | \$136 |
| SR. CAD Technician | \$120 |
| CAD Technician II | \$95 |
| CAD Technician I | \$70 |
| Drone Operator | \$110 |
| Utilities Coordinator | \$100 |
| Professional Land Surveyor | \$185 |
| Field Survey Crew | \$175 |
| Construction Administrator | \$150 |
| Construction Inspector | \$120 |
| SR. Inspector | \$135 |
| ROW-Legal | \$190 |
| ROW Specialist | \$90 |
| Office Manager | \$95 |
| Office Clerical | \$60 |

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year.

Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.