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TULSA COUNTY  
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PURCHASING  
DEPARTMENT

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APPROVED  
10/28/2019

MEMO

DATE: October 23, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Southwestern Bell Telephone Company dba AT&T Oklahoma

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Information Technology Department and Southwestern Bell Telephone Company dba AT&T Oklahoma for custom work necessary to relocate one inside terminal and dmarc to a new telephony closet at the Tulsa County Election Board as further described in the attached.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The October 28, 2019 BOCC meeting agenda.

CMF# 20190915



### APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

August 13, 2019

CWOTS Number: 195-19  
Customer Billing Telephone Number: N/A

**BILL TO:** Board of County Commissioners  
c/o Tulsa County IT  
500 N Denver Ave  
Tulsa OK 74103

**WORK SITE LOCATION:** 555 N Denver Ave, Tulsa OK

**DESCRIPTION OF CUSTOM WORK:** AT&T project will relocate one inside terminal and dmarc to new telco closet. Customer to provide relocation of inside wire.

**ESTIMATED AT&T LABOR:** \$1,799.00; **ESTIMATED CONTRACT LABOR:** \$0.00; **ESTIMATED MATERIALS:** \$39.00; **ESTIMATED OVERHEAD EXPENSE:** \$937.15;

**TARIFF/LICENSE AGREEMENT EXPENSE:** \$0.00  
**COST OF MONEY EXPENSE:** \$0.00

**CHARGE FOR CUSTOM WORK:** **ESTIMATED COST:** \$2,775.15  
(Actual charges may exceed this estimated cost.)

**ESTIMATED TOTAL:** \$2,775.15

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, (hereafter "SOUTHWESTERN BELL TELEPHONE COMPANY") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Corporation's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated cost and, where necessary estimated, costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

CHANGE ORDERS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone Company at the time of this agreement, Southwestern Bell Telephone Company will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone Company will request such additional funding and/or additional time through a request for a change order.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone Company is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone Company, proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

CME# 20190915



Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone Company's request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone Company with responsibility for any alleged delay on the project.

#### NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

#### TIME TO COMPLETE

Any representation by Southwestern Bell Telephone Company, its agents, servants or employees that the project, or any additional work authorized by change order, will be completed by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

#### PAYMENT

Applicant agrees to make an advance payment of **\$0.00** prior to commencement of the work.

Applicable charges for Custom Work will be billed on a special bill separate from the bill that Applicant receives for telephone service.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and Southwestern Bell Telephone Company, will cease all work activity on the project until payment is made.

When the Parties agree to Interval Billing \*, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

\* Applicable to orders over \$25,000 and work will take 6 or more months to complete.

#### CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone Company will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **August 13, 2019.** If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Debra L Robey, 301 Mamon Dr, Longview, TX 75604.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone Company, in writing of the cancellation. Southwestern Bell Telephone Company will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHOICE OF LAW

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to a court of competent **jurisdiction** if such cannot be resolved by mediation between the parties or otherwise. County, as an Oklahoma political subdivision, is prohibited from committing non-appropriated public monies to future speculative matters.

Oklahoma law governs the application of this agreement and all terms contained therein.

**NMFIV**  
**10-21-19**



ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

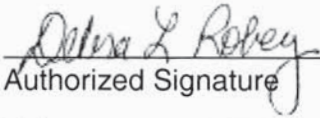
Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

**CWOTS Record # 195-19**  
**ACCEPTED FOR TULSA COUNTY IT BY THE**  
**BOARD OF COUNTY COMMISSIONERS:**

  
\_\_\_\_\_  
Authorized Signature  
Title: Chairman Pro Tem  
Company: Tulsa County  
Printed Name: Ron Peters  
Date: 10/28/2019


**ACCEPTED FOR SOUTHWESTERN BELL TELEPHONE COMPANY:**

  
\_\_\_\_\_  
Authorized Signature  
Title: Manager OSP Planning & Engineering Design  
Company: Southwestern Bell Telephone Company  
Printed Name: Debra L Robey  
Date: 8/13/19

**Approved as to form:**

Nolan M. Fields IV Digitally signed by Nolan M. Fields IV  
Date: 2019.10.21 10:20:58 -05'00'

Asst. District Attorney

Attest:   
\_\_\_\_\_  
Michael Willis, County Clerk

