
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: January 31, 2019

FROM: Matney M. Ellis
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Juvenile – Eco Integration, Inc. dba Entegrity Consulting

Submitted for your approval and execution is the attached Professional Services Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Bureau and Eco Integration, Inc. dba Entegrity Consulting for services to optimize building performance for the Juvenile Justice Center construction project.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the February 4, 2019 agenda.

PROFESSIONAL SERVICES AGREEMENT

Tulsa Board of County Commissioners
Juvenile Justice Center
Tulsa, OK

January 17, 2019

CONTACT INFORMATION

John Coleman, P.E., LEED BD+C
Regional Business Development Director

john.coleman@entegritypartners.com | 479.595.5759



January 17, 2019

Client: Tulsa Board of County Commissioners
Client: 500 South Denver, Tulsa, OK 74103
Attn: Matney Ellis

Re: Juvenile Justice Center
Commissioning

PROJECT SUMMARY

This Professional Services Agreement (the "Agreement") is a contract for Entegriy to provide services to Client to optimize building performance for the Juvenile Justice Center project.

The Project consists of the construction of two buildings: a 100,000 sf courthouse and administrative building and a 47,000 sf detention center. Drawings are complete and construction is well underway. The Project is located in Tulsa, OK.

PRICING SUMMARY

Service	Appendix Scope	Price
Commissioning: Total Building Commissioning	RFP	\$57,222
Building Envelope Commissioning	RFP	\$35,900
TOTAL		\$93,122

SERVICES

Building Commissioning

In connection with the Project, Entegriy will provide Client with Building Commissioning services and will plan, manage, perform and report on the standard commissioning activities as defined in the Scope of Services from the project RFP. Entegriy will submit all commissioning deliverables to the Owner according to the Project schedule. All commissioning tasks will be conducted in a transparent manner and involve the Owner and Owner's staff as required.

The general systems to be commissioned are:

1. Mechanical, including HVAC&R equipment and controls
2. Plumbing, including domestic hot water systems, pumps and controls
3. Electrical, including lighting & controls.

Lump sum price to perform Building Commissioning:

\$57,222

Building Envelope Commissioning

In connection with the Project, Entegriy will provide Client with Building Envelope Commissioning services based on the requirements of the appropriate credits/prerequisites in the certification standard named in the Project Summary above. Entegriy will plan, manage, perform and report on the building envelope design, construction, testing, and occupancy phase activities as defined in the project RFP. All BECx deliverables will be provided to the Client according to the Project schedule. All commissioning tasks will be conducted in a transparent manner and involve the Owner and Owner's staff as required.

Lump sum price to perform Envelope Commissioning:

\$35,900

Commissioning Clarifications

1. If Entegriy is summoned to perform functional testing in connection with the Project and the Project is not ready, Entegriy will charge contractor \$3,000 for each additional trip.
2. General Contractor to make jobsite available for access, inform Entegriy of subcontractor meetings, participate in a commissioning kick-off meeting, and have the controls subcontractor available for assistance in commissioning the HVAC equipment start-up and sequences of operation. General Contractor shall make available access to equipment consisting of ladder, lifts, etc. along with field personnel to operate equipment including opening access and room doors, remove / replace ceiling tiles, electrical panel cover removal and replacement, etc.
3. General Contractor shall make jobsite available for access, participate in a coordination meeting, and have the subcontractors available for assistance in building review and testing.
4. Architect to provide building envelope areas for each facility. The envelope area includes all air barrier surfaces exposed to the outside including floor, walls, and roof areas. Mechanical space exposed to the outside should not be included.
5. General Contractor shall make available access to equipment consisting of ladder, lifts, etc. along with field personnel to operate equipment including sealing building perimeter, opening access and room doors, accessing viewing angles for thermography testing, remove / replace ceiling tiles, electrical panel cover removal and replacement, etc.
6. General Contractor shall provide utilities for operation of all testing equipment.
7. General Contractor shall provide for sealing of doors, vents, and other openings as directed by Entegriy.
8. General Contractor shall allow for an adequate period of building isolation for envelope testing.
9. General Contractor shall provide a safe workplace for Entegriy employees and equipment storage.

DEFINITIONS

The following terms used in this document have the meanings set forth below.

Client:	The entity or person identified as the client at the beginning of this document. Client may be the same entity or person that is General Contractor or Architect.
Entegrity:	Eco Integration, Inc. dba Entegrity Consulting 1403 E. 6 th Street Little Rock, AR 72202 Attn: Matt Bell or Chris Ladner, Partners
Project:	Juvenile Justice Center
Owner:	The entity or person that owns the building involved in the Project or that will own the building involved in the Project after work is completed.
General Contractor:	The entity or person that is retained and serves as the general contractor for the Project.
Architect:	The entity or person that is retained and serves as the architect for the Project.

TERMS AND CONDITIONS

Appendices

All appendices referenced above are incorporated as part of this Agreement.

Owner Not General Contractor And/Or Architect

If Client is not the same person or entity as General Contractor for the Project, then Client shall cause General Contractor to complete all tasks, responsibilities, and obligations of General Contractor above. Further, if Client is not the same person or entity as Architect for the Project, then Client shall cause Architect to complete all tasks, responsibilities, and obligations of Architect above.

Exclusions/Reimbursable

1. Travel and other services beyond the Tulsa, OK facilities.
2. Plan reproduction or other Project documentation costs.
3. No retainage be withheld.

Additional Reimbursables

While none are expected, any additional reimbursables will be billed at cost plus 10%.

Payment of Services

Client shall pay in full for all services provided by Entegritty under this Agreement in the time and manner as set forth herein. The fixed fee amount will be billed based upon statements submitted by Entegritty to Client indicating the proportion of the amount of work accomplished. Payments for services performed will be billed monthly by Entegritty. Client shall pay the amounts set forth in each monthly statement within 30 days of the statement date.

Schedule; Revision to Agreement

This Agreement is effective as of the signature date or initiation of work applied to the Project and shall terminate upon completion of all attached service scopes of work unless otherwise terminated earlier pursuant to the "Termination" provision below. If Entegritty requests information from Client which is required to perform services under this Agreement and that information is not received within 6 months after the initial request, Entegritty is entitled to temporally revise this Agreement in its sole discretion to appropriately accommodate for the delay in receipt of the requested information.

Ownership and Use of Intellectual Property

All intellectual property (including, but not limited to, inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements, patents, patent applications, trademarks, service marks, trade dress, logos, and all derivations of and all goodwill associated with each of the foregoing; all copyrightable works, all copyrights and applications; all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, and specifications; and any and all other data, results, reports, and information of any kind), pricing and cost information, and business and marketing plans and proposals; all proprietary rights; and all copies and tangible embodiments (in whatever form or medium) of any of the foregoing; remedies against infringements of the foregoing; and rights to protection of interests of the foregoing under any federal, state, local or foreign constitution, law, code, rule, regulation, order, writ, injunction, ruling, judgment, each as amended and in effect, now or in the future) that is made, discovered, created, invented, or generated by Entegritty in any activities or work under this Agreement or the Project is the sole and exclusive property of Entegritty.

All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Entegritty under this Agreement or the Project are the sole and exclusive property of Entegritty.

Entegritty retains the right to publish articles or other works related to the work conducted by Entegritty under this Agreement or the Project. The Client retains the right to utilize the articles or other works for its purpose but does not have the right to publish or promote these articles or other works without the prior express written permission of Entegritty.

Termination

(a) If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

(b) Entegrity may terminate this Agreement immediately in the event of the filing by or against the Client of a petition for relief in bankruptcy or for receivership, or in the event that the Client becomes insolvent.

(c) The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.

Venue; Governing law

Tulsa, Oklahoma, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Oklahoma.

Disclaimer of Warranties; Limitations on Entegrity's Liability

Except as expressly provided in this Agreement, Entegrity provides all goods, equipment, materials, services, personnel, facilities, and other items to Client under this Agreement "as is", without warranties, guarantees, certifications, or representations of any kind. Notwithstanding any other provision of this Agreement:

(a) Entegrity expressly and specifically disclaims any warranties of title, merchantability, or fitness for a particular purpose, as well as all implied warranties, including any implied warranties arising from a course of dealing or performance or usage of trade;

(b) Entegrity's maximum aggregate liability under this Agreement shall not exceed the amounts paid by Client to Entegrity during the immediately preceding contiguous twelve (12) month period during the Term of this Agreement; and

(c) Entegrity shall not be responsible or liable to Client or to any person or entity claiming through Client for special, incidental, indirect, or consequential damages, including without limitation lost or anticipated profits, revenues, or savings, even if Entegrity has been advised of the possibility of such damages.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and representatives and any and all persons and entities seeking to claim through any of them or on their behalf.

Entire Agreement

The parties hereby agree and represent that this Agreement constitutes their entire agreement and understanding relating to the subject matter of this Agreement. This

Agreement supersedes all prior agreements and understandings of the parties relating to the subject matter of this Agreement.

Amendment, Modification, Waiver

Except as permitted by Entegrity in the "Schedule" provision above, this Agreement may be amended or modified only in writing, signed by the parties hereto, and neither this Agreement nor any provision herein may be waived, modified, amended, discharged, or terminated, except by written instrument signed by the party to be charged.

Waiver of Breach

The waiver by any party of, a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

Further Assurances and Actions

The parties hereby agree to take such other and further actions as may be necessary to implement the intent and purposes of this Agreement, including the execution of any additional documents necessary to effectuate the intents and purposes of this Agreement.

Divisions and Headings

The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

Execution in Counterparts and/or by Facsimile or Electronic Media

For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original. This Agreement also may be executed by signatures transmitted by facsimile or other electronic media, which signatures will be deemed to be original and fully enforceable against the party transmitting the signature by facsimile or electronic media. The use of facsimile or electronic signatures will not render this Agreement void, voidable, or otherwise unenforceable.

Severability

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision will be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding, or enforceable, then such provision will be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any manner.

No Third-Party Beneficiary Relationships Created

No parties other than the signatories to this Agreement will be entitled to enforce or otherwise rely upon any provision of this Agreement or any other document executed in furtherance of this Agreement.

Acceptance

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms, provisions, and conditions set forth herein and in each attached Appendix by signing below. The parties further acknowledge and represent that they have carefully read this Agreement and each attached Appendix; understand all of the terms, provisions, and conditions set forth herein and in each attached Appendix; have executed this Agreement voluntarily and as a result of their own best judgment; and agree to be bound by it.

Client

Tulsa Board of County Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Entegrity

Eco Integration, Inc.
dba Entegrity Consulting

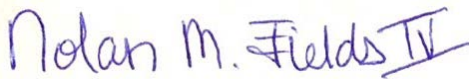
By: _____

Name: Matt Bell or Chris Ladner

Title: Partner/Principal

Date: 1/18/19

Approved as to form:



Asst. Dist. Atty. 1-31-19