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# MEMO

APPROVED  
12/21/2020



DATE: December 15, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Allied Engineering Group, LLC

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 and Allied Engineering Group, LLC for Mechanical, Electrical, Plumbing, and Fire Suppression System consulting services for the renovation of the Ray Jordan Administration Building located at 500 S. Denver Ave., Tulsa, Oklahoma 74103 as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The December 21, 2020 BOCC meeting agenda.

CMF# 20203082



**PROPOSAL**

**APPROVED**  
12/21/2020

**Date:** 12/15/2020

**To:** Matney Ellis  
Purchasing Director  
Tulsa County  
500 South Denver Avenue  
Tulsa, OK 74103

**Re:** Tulsa County Ray Jordan Building Remodel (500 S Denver Ave, Tulsa, OK 74103)

We are pleased to present this Consulting Services Proposal for the project described herein and in accordance with your instructions.

**SCOPE OF PROJECT:**

We propose to provide MEP Consulting Services for the Tulsa County Ray Jordan Building Remodel project. Work to include design of building Mechanical, Electrical, Plumbing, and Fire Suppression systems.

1. Provide MEP Engineering and design for Construction Documents and Specifications.
2. Provide MEP Construction Services review of submittals and shop drawings.

Services to be provided as defined in the Basic Scope of Services in the Standard Form of Agreement between Owner and Architect-AIA Document B151 as determined applicable to this agreement. (A copy of the primary contract is to be provided to our office.)

Refer to page 2 for expanded description of details for scope of project.

**COMPENSATION:**

We propose the following based on the above described Scope of Project plus reimbursable:

1. **Basic Services Fee of 5.0%** times the Mechanical, Electrical, Plumbing, and Fire Suppression system Sub-Contractors accepted base bid cost for Scope of Work and alternates designed whether accepted or not. Final fee adjustment to be made from final Schedule of Values at the completion of the project construction for any additions or modifications designed by Allied Engineering group, LLC as directed or accepted by the Owner.
2. Additional Services to be invoiced at our standard hourly rates represented in Exhibit A:

If you have any questions concerning our proposal, please do not hesitate to call. However, if this is acceptable, you may indicate by signing this proposal letter as a contract authorizing us to proceed and we will begin Work.

Board of County Commissioners of the County of Tulsa

Sincerely,

Gayle D. Gwinup, P.E.  
Allied Engineering Group, LLC

Accepted By:   
 Ron Peters, Chairperson  
 Date: 12/21/2020

Approved as to form:  
**James G. Rea**  
 Assistant District Attorney

Digitally signed by James G. Rea  
 Date: 2020.12.15 14:01:06 -06'00'

Attest:   
 Michael Willis, County Clerk

CMF# 20203082

## SCOPE OF SERVICES:

### DESIGN PHASE AND BIDDING SERVICES:

Documents to be provided by Consultant described by this agreement include:

1. Architect contracted by Tulsa County will provide Consultant with architectural base plans (including revisions) in electronic file (AutoCAD R2010 or later version)
2. Establish Mechanical, Electrical, Plumbing, & Fire Suppression system options and make recommendations as may be appropriate based on project criteria and input provided by the Architect and Owner, and other factors deemed pertinent.
3. Coordinate all systems covered by this agreement with all systems designed and engineered by other disciplines.
4. Design Mechanical, Electrical, Plumbing, & Fire Suppression services for remodel area as defined by the Scope of Work. Work outside this defined area or as required for preparing the existing infrastructure to serve the remodel area is considered additional services and will be added to the base scope of services.
5. AEG representative(s) to attend scheduled design review meetings with Owner and Architect.
6. Design and Construction documents (plans and specifications) for Mechanical, Electrical, Plumbing, and Fire Suppression Systems.
7. For each submittal phase, Consultant will provide Owner's contracted Architect a set of drawings electronically in PDF format.
8. Bid phase service during the 100% submittal phase including issuing clarifications, revisions, and answering questions during bidding and assisting Architect and Owner in review of bids.
9. AEG representative(s) to attend scheduled prebid meeting with bidding Contractor representative, Owner and Architect if requested by the Owner.
10. AEG representative(s) to attend scheduled bid review meeting with Owner and Architect if requested by the Owner.

### CONTRACT ADMINISTRATION SERVICES:

1. Review and approve, approve as noted, or reject the Contractor's Mechanical, Electrical, & Plumbing System submittals and shop drawings.
2. Issuing clarifications, revisions and answer Mechanical, Electrical & Plumbing System Requests for Information (RFI).
3. AEG representative(s) attendance of project construction meetings shall be limited to a total equally one per month through the duration of the project construction.
4. **Minimum of Three (3) Site Observations:** MEP systems observation of project and written report of findings and observations of MEP systems installation. Observation: **Systems Rough-in; Substantial Completion; Final.**
  - a. Additional Site Observations required for communication of the MEP systems design with the installing contractors and construction manager will be provided as determined to be necessary by the Engineer.

## **ADDITIONAL SERVICES:**

In addition to any items identified above as hourly services, the following are considered to be additional services to the base contract.

1. Where the Scope of Work is modified due to Owner revisions during design process beyond the original agreed Scope of Work to cause additional Work or to burden the completion of the project under the original schedule, additional compensation shall be provided. The Architect shall provide increases in Scope of Work in writing to the Engineer for Request of Proposal (RFP), an Additional Engineering Services Request (AESR) shall be submitted for approval as authorization to proceed. Services' to include the additional Work shall not be performed until approved by the Owner. All reasonable efforts shall be made by the Engineer, Architect, and Owner to identify these conditions and expedite the process to maintain a timely flow of work and project completion schedule.
2. Furnishing the services of special consultants, resident project engineer, acoustical studies, systems testing, environmental testing or impact assessments.
3. Design revisions required or requested to accommodate additional "Value Engineering" items or Contractor proposed modifications to the Design Documents.
4. Out-of-town travel required or requested of the Engineer.
5. Additional Site Observation visits other than the **three** agreed visits within the scope of the project which are determined by the Engineer and approved by the Owner to be additional services. Approved Work will be invoiced per person per hourly rates listed on Exhibit A.
6. Acceleration of the work schedule beyond normal working hours due to increased Scope of Work without project schedule adjustment. By request of the Owner to provide services within a shorter time frame than that agreed to at the time of establishing the Scope of Work, or as a result of delay of information necessary for completion of the design if outside the control of the Engineer.
7. If multiple Pre-Bid meetings with contractors are required by the Owner, time will be invoiced per person per hourly rates listed on Exhibit A..

## **TERMS OF PAYMENT:**

Invoices will be submitted based on the Work completed. Payment is due upon receipt of invoice and considered delinquent after 30 days.

**EXHIBIT A:**

**2019 SCHEDULE OF ENGINEERING SERVICE FEES:**

	<u>Hourly Rate</u>
<b>ENGINEER</b>	
Principal	\$ 145.00
Senior Engineer	\$ 120.00
Engineer	\$ 105.00
Junior Engineer	\$ 90.00
Intern	\$ 65.00
 <b>DESIGNER/TECHNICIAN</b>	
Senior Designer	\$ 95.00
Designer/Drafting Level III	\$ 90.00
Junior Designer/Drafting Level II	\$ 85.00
Designer/Drafting Level I	\$ 65.00
 <b>ADMINISTRATION</b>	
Clerical/Office Staff	\$ 60.00
Office Manager	\$ 80.00

**PROGRESSIVE FEE SCHEDULE:**

Basic Compensation will be based on the Scope of Work approved by the Owner at the beginning of each phase of Design as described below. After bids are received, the Basic Compensation will be adjusted according to the lowest acceptable bid. Progress Billing shall be submitted monthly for each phase of Work completed.

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bidding/Negotiations	05%
Construction Administration	20%

**REIMBURSABLE EXPENSES:**

Reimbursable expenses shall be billed monthly as actual expenses are incurred at the rate of actual cost plus ten percent (10%). The items included are:

- Printing reproduction of documents for Owner, Contractors, Bidders, Utilities, Municipalities, and Permitting.
- Furnishing the services of special consultants.
- Transportation, travel time and expenses in connection with out-of-town travel.