
MEMO

APPROVED
12/18/2023



DATE: December 13, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – SGA Design Group, 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 attached agreement between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Building Operations and SGA Design Group, P.C. to perform professional architectural services consisting of the replacement of the roof system that was damaged by the storm of June 15, 2023, at Chandler Park Recreation Center located at 6501 West 21st Street Tulsa, Oklahoma as further described in the attached.

Respectfully submitted for your approval and execution.

NOTE: Actual date of the storm is 6/18/2023. Vendor was contacted & approved manual change of date in agreement.

MME / dcc

SUBMITTED FOR: The December 18, 2023 BOCC meeting agenda.

CMF# 20232063

From: [Andrew Mihelich](#)
To: [Amanda Cobourn](#); [Diana Castro](#)
Cc: [BOCC Agendas](#)
Subject: RE: Agenda Item 12.18.23
Date: Thursday, December 14, 2023 2:31:10 PM

Georgeann, SGA has given us permission to manually edit the document to fix the scrivener's error on the date.

Thank you, Amanda, and Thank you Georgeann and Diana on the catch!

From: Amanda Cobourn <acobourn@tulsacounty.org>
Sent: Thursday, December 14, 2023 2:29 PM
To: Andrew Mihelich <amihelich@tulsacounty.org>; Diana Castro <dcastro@tulsacounty.org>
Subject: FW: Agenda Item 12.18.23

Here is the response from SGA.

From: Eric Miller <EricM@sgadesigngroup.com>
Sent: Thursday, December 14, 2023 2:28 PM
To: Amanda Cobourn <acobourn@tulsacounty.org>
Subject: Re: Agenda Item 12.18.23

Yes the date of the storm was 6/18/23 not 6/15/23.
Thanks.

Sent from my iPad

On Dec 14, 2023, at 1:20 PM, Amanda Cobourn <acobourn@tulsacounty.org> wrote:

I don't need the proposal again. Just an email stating you are allowing us to fix the date on the current proposal.

Thanks,

Amanda

From: Eric Miller <EricM@sgadesigngroup.com>
Sent: Thursday, December 14, 2023 2:18 PM
To: Amanda Cobourn <acobourn@tulsacounty.org>
Subject: Re: Agenda Item 12.18.23

CAUTION: This email originated from outside of Tulsa County. Do not click links or open

attachments unless you recognize the sender and know the content is safe.

Sure. I'm traveling but will be in the office in the morning. I can correct the proposal first thing in the morning.

Sent from my iPad

On Dec 14, 2023, at 12:27 PM, Amanda Cobourn
<acobourn@tulsacounty.org> wrote:

Can we get in writing (email is fine) to fix the date on the agreement?

From: Andrew Mihelich <amihelich@tulsacounty.org>
Sent: Thursday, December 14, 2023 1:26 PM
To: Amanda Cobourn <acobourn@tulsacounty.org>
Cc: Diana Castro <dcastro@tulsacounty.org>
Subject: FW: Agenda Item 12.18.23

Amanda, can you confirm that SGA meant "June 15 storm" instead of June 18? The storm was June 18. If this was a typo, can you get written permission in an email from them for us to correct the date?

From: Diana Castro <dcastro@tulsacounty.org>
Sent: Thursday, December 14, 2023 12:05 PM
To: Andrew Mihelich <amihelich@tulsacounty.org>
Subject: FW: Agenda Item 12.18.23

Good afternoon,

I could you check on the date of the storm on this one? Georgie is concerned about the date of the actual storm, getting the date wrong could have implications with FEMA Reimbursement.

Thank you,
Diana Castro

From: BOCC Agendas <BOCCAgendas@tulsacounty.org>
Sent: Thursday, December 14, 2023 10:57 AM
To: Diana Castro <dcastro@tulsacounty.org>
Subject: RE: Agenda Item 12.18.23

Hi Diana:

Just double checking the date of this storm – do they really mean 6/15 or

are they actually referring to the BIG storm on 6/18? Can you double check please. Getting the date right could have implications with FEMA Reimbursement.

Thanks,
Georgeann

From: Diana Castro <dcastro@tulsacounty.org>
Sent: Wednesday, December 13, 2023 11:14 AM
To: BOCC Agendas <BOCCAgendas@tulsacounty.org>
Subject: Agenda Item 12.18.23

Good morning,

Attached is an agreement for the 12.18 agenda, for professional architectural services consisting of the replacement of the roof system that was damaged by the storm of June 15, 2023, at Chandler Park Recreation Center.

Thanks!

<image002.png>

Diana Castro

Bid Specialist I

218 W. 6th Street, Suite 760

Tulsa, Oklahoma 74119

P: (918) 596-5026 | E: dcastro@tulsacounty.org

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<Agreement - Building Ops - Chandler Park architecture services for roof repair SGA Design.pdf>

Proposal - Scope of Work

Tulsa County Building Operations & Fleet Maintenance

Proposal for Architectural & Engineering Design Services

Date: December 12, 2023

PROJECT INFORMATION

Tulsa County Board of County Commissioners on behalf of Tulsa County Building Operations and Fleet Maintenance. ("Owner") contacted SGA Design Group, P.C. ("Architect"). to perform work with the scope of work understood to consist of the replacement of the roof system at Chandler Park Recreation Center located at 6501 W 21st Street, Tulsa, OK. Architect and any required consultants (together, herein referred to as "Design Team") will provide professional architectural services as outlined below.

QUALIFICATIONS & ASSUMPTIONS

General

1. This RFP covers an existing building owned by the Owner in an as-is condition, and for which Design Team would prepare roof replacement Construction Documents.
2. Owner reported the above-mentioned project was damaged by a storm that occurred on June ~~XX~~18th, 2023.
3. Owner has already contacted the owner's insurance company, Travelers Indemnity Company ("Insurer") and has provided a copy of the claim to the Architect.
4. Owner has provided a copy of the complete measurements of the roof as provided by Insurer.
5. Owner has already had the building roof surveyed by L2M and has provided a copy of the report to the Architect.
6. The Architect assumes the building is currently in use.
7. It is assumed that the scope does not involve modification of any of the public utility.
8. It is understood that the specific design solution for this project will be determined by the Owner before construction documents preparation begins but that scope is limited to the replacement/repair of the existing roof.
9. It is understood that Architect will be required to provide CAD drawings to Owner's consultants and vendors when requested, following receipt of executed indemnification agreements.
10. It is understood that Owner does not plan to pursue LEED, Green Globes, or other sustainability-related certifications. Any services associated with such certifications are excluded from this Proposal and would be considered additional services.
11. It is assumed that the project site has all necessary utilities available and is zoned properly for intended use.

Budget

12. No construction budget information has been provided by Owner.
13. It is assumed that no cost estimates will be included in this scope of work.

CMF# 20232063

Due Diligence

14. It is understood that a building permit will not be required. Any City or County approvals that require the Design Teams to prepare special documents and/or submit for approval, can be obtained as an additional service.

Civil

15. It is understood that no Civil consultant will be required based on the scope as we know it at this time. If Civil work is to be incorporated the Owner may desire to hire the civil engineer directly. At Owner's request, however, we would be happy to obtain civil engineering proposals should this be of benefit to Owner.

Mechanical, Electrical, Plumbing

16. It is assumed that no MEP work will be included in this scope of work. If during the design process, it is determined that MEP services will be required the Architect will obtain MEP services as an additional service.
17. It is understood that the building has solar panels mounted on the roof that have been damaged. The Architect agrees to coordinate with the solar panel manufacturer and/or a solar energy consultant solicited by the Owner in the preparation of construction documents.
18. Owner will contract directly with a General Contractor to aid with evaluation and reconfiguration of existing MEP systems.

Structural

19. Structural engineering services are not included in this Proposal. Once we receive additional information and survey the existing conditions, it may become necessary to include structural services, which would be considered a change to this Proposal or an additional service.

Schedule

20. Design Team makes no commitment to the schedule for entitlement, approvals or permits, if required, until such time as we have been authorized to discuss the project in detail with the Authority Having Jurisdiction.
21. Design Team makes no commitment to the construction schedule.
22. The Architect understands the building stays in operation during the construction.
23. Schedule for Site Surveys assumes that Owner will accept expenses associated equipment required to access the project during the site survey.
24. It is understood that Owner typically releases bid documents simultaneously with permit submittal if a permit is required.

Base files

25. It is the Architect's understanding that the Owner will provide any drawings or CAD files of previous construct, not limited to but including any drawings of the original construction the Owner may have in their possession.
26. It is understood that Owner may have current design standards in place but that some "evolution may occur" with these standards. The Owner will provide an example of their design standards and any documented processes they may have in place that would include document review schedule, bidding process and project close-out.

Exterior Work

27. It is understood that there will be no exterior elevation scope of work on this project and only includes the modifications of the roofing system.

Approvals

28. It is understood that the Owner will be solely responsible for obtaining approval of drawings prepared by the Design Team and that Design Team's direction shall come exclusively from Owner. This includes any approvals from within the Tulsa County Building Operations & Fleet Maintenance or any other Tulsa County or municipal office.
29. Any design changes requested by Building Operations will require approval by Tulsa County Building Operations & Fleet Maintenance and will be considered an additional service.

Permitting

30. The Owner will work separately with a General Contractor to prepare and submit any necessary information required to obtain a building permit and health department approvals.
31. It is understood that any fees required for approval will be the Owners responsibility.

Construction Administration

32. It is understood that semi-monthly site visits are included in the quoted fee based on a three-month construction schedule. Should additional site visits be required, they will be billed on an hourly basis per the attached billable rate chart and reimbursable expenses will be billed at cost.
33. Architect will respond to RFIs submitted by General Contractor, but it is assumed the quantity will be no more than ten (10) RFIs of a minor nature.
34. It is understood that there will be minimal shop drawing and submittal reviews (5-6 items) required by Design Team.
35. It is understood that typically there will be between 1 to 3 Construction Change Directives issued during the life of that project.

Format

36. Design Team is free to utilize either ACAD or REVIT to prepare the Instruments of Service.

Terms

37. Full payment for services rendered for this project will be due upon completion of Construction Documents and prior to issuance of these documents for permit submittal and/or bidding purposes.

BASIC SERVICES

PHASE 1 – SITE SURVEY

1. Architect will travel to the project location to conduct an architectural survey to gather relevant site-specific information and "as-built" criteria needed by Architect and Architect's consultants to complete Construction Documents. Documentation of existing conditions will include:
 - a. Measuring all exterior accessible spaces including vertical and horizontal dimensions of roof, parapets, mechanical equipment, and structure.
 - b. Photographing all exterior accessible spaces, systems, exterior facades, roof.
2. It is understood that Owner intends to secure any available drawings of the existing building for Design Team's use prior to Site Survey. Fees for this phase assume delivery in PDF format to Architect. If Owner is unable to secure any drawings of existing building that impact this scope of work, additional services may apply.

3. Owner will arrange access to the site and identify needs for site survey (roof access, ladder where needed, etc.). Senior staff members from Design Team who will be influencing the drawings will visit the site to document existing conditions and prepare a Site Survey Report (“SSR”) for Owner’s use. Should it be determined that a structural engineer is needed for the site survey, this will be provided as an additional service.
4. Specific MEP items to be documented shall include but will not be limited to: equipment serial & model numbers, labels, name plates, meter numbers, plumbing sizes and locations, service entry and fire protection services.
5. Based on information provided by Owner, it is expected that Architect will spend approx. 2-3 hours at the project, documenting existing conditions.
6. Architect will generate a Site Survey Report documenting the current status of the project, identification of problem areas, and recommendations of resolution to the areas of concern.
7. An estimate of construction cost by the Architect is not included in this proposal.

Owner Deliverables

- Site & contact information
- Any available drawings of existing buildings
- Any other applicable information pertaining to the building.

Design Team Deliverables

- Existing conditions roof plan.
- Site Survey Report.

Schedule

- Existing conditions roof plan will be delivered within two (2) weeks of authorization to proceed and receipt of Owner Deliverables identified above.

PHASE 2 – SCHEMATIC DESIGN

1. Upon receiving Owner’s direction and based on the field verification and information gathered during the Site Survey, Architect will submit to Owner for Owner’s review and approval initial Schematic Design drawings. The Schematic Design drawings shall include a roof plan which delineates the existing layout of the building, any structural elements, roof equipment, plumbing vent locations – as applicable.
2. Upon receiving feedback from Owner on the initial Schematic Design drawings, Architect will revise these drawings, if necessary, and submit to Owner for Owner’s approval.
3. Additional revisions requested by Owner following submission of the revised Schematic Design drawings may be subject to additional services.
4. Any trips to attend planning & zoning or similar entitlement approval meetings will be subject to additional services. Travel time will be billed in accordance with the Owner’s travel policy.

Owner Deliverables

- Typical “go-by” drawings

Design Team Deliverables

- Initial Schematic Design drawings
- Revised Schematic Design drawings (if necessary)

Schedule

- Initial Schematic Design drawings will be delivered within three (3) weeks from authorization to proceed, completion of the site survey, and receipt of Owner Deliverables identified above.
- Revised Schematic Design drawings will be delivered within one (1) week from receipt of Owner's review comments.

PHASE 3 – CONSTRUCTION DOCUMENTS

1. Upon Owner's approval of Schematic Design and authorization to proceed, Design Team will prepare Construction Documents needed for Owner's approval, permitting, if required, and construction. Construction Documents will incorporate applicable base building code requirements for specific AHJ.
2. Design Team will provide a 30% check set for Owner's review. After receiving and incorporating Owner's review feedback, Design Team will provide a 90% check set for Owner's final review. Upon receiving and incorporating Owner's review feedback, Design Team will proceed with completing Final Construction Documents.

Owner Deliverables

- Any existing building drawings including arch., struct. & MEP if available.
- Signatures and information needed for plan review applications and/or checks if required.

Design Team Deliverables

- Submittal-level Construction Documents in pdf and printed format, to include:
 - Roof plan(s)
 - Exterior elevations if applicable.
 - Consultant drawings if needed.
 - Specifications

Schedule

- Construction Documents will be delivered within four (4) weeks of completion of Phase 2 and/or Owner's authorization to proceed.
- 30% check set will be delivered within one (1) week of authorization to proceed.
- 90% check set will be delivered within three (3) weeks of receiving Owner's review feedback on 30% check set.
- Final Construction Documents will be delivered within one (1) week of receiving Owner's review feedback on 90% check set.

PHASE 4 – BIDDING

1. Review of bid questions submitted by Owner's bidding contractors.
2. Architect will attend one (1) pre-bid meeting on-site and will document any questions and issue any needed clarifications to bidders via email.
3. Bid package, to include:
 - a. Drawings & specifications
 - b. Project manual with bid instructions, bid tabulation form, etc.
 - c. Any reports generated during the project.

Design Team Deliverables

- Response to bid questions.
- Documentation of pre-bid meeting questions/clarifications.

PHASE 5 – CONSTRUCTION ADMINISTRATION

1. Architect will provide Construction Administration services, shop drawing/submittal review, requests for information (“RFIs”), site visits, etc.
2. The Design Team will visit the site at intervals appropriate to the stages of construction to become generally familiar with the progress and quality of the work to determine if it is being performed in accordance with the Construction Documents. The Proposal is based on two (2) visits per month with a three (3) month construction schedule. Additional visits may require an additional service.
3. Architect will review shop drawings and submittals as indicated in the project specifications.
4. Design Team will answer questions and respond to Requests for Information (“RFI’s”) generated by Owner’s General Contractor (limited scope assumed to be no more than 10 RFI’s).
5. Attendance of Architect at on-site meetings is not included except for the job site visits listed above. If requested / authorized by Owner these services will be subject to additional services.
6. Prior to changes in work being started, Design Team will review and evaluate Change Orders.
4. All other Construction Administration services not included in Basic Services will be provided at the request of Owner and invoiced on a time & materials basis using our standard hourly rates.
5. Architect will attend a final walk-through of the project and assist in compiling a list of deviations from the contract documents.

Design Team Deliverables

- Review/approval markups of shop drawings and submittals
- Response to RFI’s
- List of deviations from the contract documents at the end of the construction.

EXCLUSIONS FROM BASIC SERVICES

Property Assessment

- Identification and remediation of existing toxic materials such as asbestos, lead paint & mold
- Tree preservation requirements or an existing tree survey
- Site plans, plats or surveying of existing site conditions
- Destructive investigation of existing construction

Entitlement

- Services related to entitlement of exterior elevations.
- Attendance at any planning & zoning or other similar entitlement meetings
- Exterior or interior renderings (see Supplemental Design Services)
- Signage drawings and submittal to AHJ for approval and permit

Subconsultant services

- Civil engineering design services
- Electric, telephone or gas line relocation plans
- Energy analysis, utility costs and life-cycle studies
- Code compliance analysis for the building thermal envelope

- Security, AV, or technology design services (telephone, data, cable TV, CCTV, etc.)
- Structural engineering design services for the building structure
- MEP engineering design services for the building mechanical, electrical and plumbing.
- Design and construction documents for site structures, including, but not limited to signs, retaining walls, fences, landscape structures.
- Landscape design services
- Environmental & geotechnical engineering, investigation, evaluation, or reporting
- Obtaining any regulatory permits
- Creating civil specifications
- Fire Sprinkler & Fire Alarm design services

Changes

- Preparation of document changes and addenda based on Owner directed changes, except as otherwise covered by the Basic Services
- Changes requested by the GC to aid them in construction that are not document errors on the part of Design Team
- Resolution of Contractor deviations from the Construction Documents
- Revisions to Construction Documents based on Owner's, Tenant's and/or GC's value engineering comments.
- Design changes occurring after initiating the Construction Documents Phase
- Design changes occurring after Owner's approval of schematic design drawings.

Bidding

- Preparation of bid alternates
- Qualification of contractors for purposes of competitive bidding
- Preparation or review of bid lists, contractor qualifications, bids, general contract negotiations and/or bid summary evaluation.

Construction Administration

- Construction cost estimating or providing opinions of probable cost.
- Construction staking
- Special Inspections Reporting and Documentation (if required by the AHJ, this will be considered an additional service)
- Preparation or review of certificates of payment & substantial completion
- On-site construction management services
- All activities regarding contract close-out with manufacturer and contractor
- Preparation of post-construction as-builts and/or record drawings
- Operational and maintenance design services
- Post-occupancy services

Permitting

- Third-party permit expediter services
- Other local/state specific submittals or approvals not part of the typical building permit plan review process
- Preparation of permit submittal paperwork, forms, applications
- Building permitting & health department approvals.

Miscellaneous

- Printing, plotting & reproduction.
- Functional Performance Testing including but not limited to HVAC Test & Balance Reports
- LEED, Green Globes or other similar certification / commissioning services
- Improvements to the base building MEP systems
- Demolition drawings
- Exterior modifications or repair, except as outlined in the Basic Services
- Site specific specifications modifications
- Architectural site plans

Fee Matrix

PROFESSIONAL COMPENSATION

Architect proposes to provide the Basic Services for fees as described below.

Roof Replacement		
PHASE	ARCH	
1	Due Diligence	\$0
2	Site Survey	\$3,090
3	Entitlement	\$0
4	Construction Documents	\$21,920
5	Building Permitting	\$0
6	Construction Administration	\$1,740
Fee Totals		\$26,750

SUPPLEMENTAL DESIGN SERVICES

- Exterior renderings.....\$2,000
- Extraordinary design code issues (lgCC, CGBC, etc.) hourly
- Architectural due diligence (*)\$1,000

*Design Team would contact the AHJ and gather needed code information along with typical permitting process, timelines, etc. and provides a report back to Owner.

HOURLY RATE SCHEDULE

Staff Type	Rate
Principal	\$205
Program Manager	\$180
Senior Project Architect II	\$165
Senior Project Architect I	\$160
Senior Project Manager II	\$155
Director of Sustainability	\$145
Senior Project Manager	\$145
Senior Project Designer	\$145
Project Architect	\$145
Application Specialist	\$140
Project Manager	\$120
Intern Architect	\$120
Senior CAD Tech	\$110
CAD Tech	\$105
Specification Assistant	\$90
Administration	\$80

ADDITIONAL SERVICES

Revisions to the Basic Services, or other items not listed in the Basic Services will be considered as additional service and invoiced at our standard hourly rates.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the fixed fees listed above and will be billed to Owner with a 10% markup. Reimbursable expenses may include items such as:


- Reproductions, plots, postage, handling and delivery of project related documents and electronic media requested by Owner. Plotting of Owner’s or other third-party consultant’s and sub-consultant’s electronic media for in-house use will be considered a reimbursable expense when no hard copy of those documents is provided to Architect or its consultants. Plotting and printing for Architect and its consultants in-house use is not considered a reimbursable expense.
- Travel / lodging / meals / car rental /airport parking / roadway tolls
- Personal car use for business purposes will be reimbursed at the rate of \$0.56 per mile
- Overnight delivery, handling, and postage charges

SCOPE OF THE PROPOSAL

This proposal is based on information provided by Owner and represents the entire proposal by Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. Upon acceptance of this proposal, a standard AIA Agreement will be prepared for execution. If this proposal has not been accepted and work has not been authorized within 3 months of the date shown above, Architect reserves the right to modify the fees.

By: _____
Chairman
*Board of County Commissioners
Of Tulsa County*

By: 
Eric Miller, Architect
SGA Design Group, P.C.

Date: _____
APPROVED AS TO FORM/ LEGALITY

ASSISTANT DISTRICT ATTORNEY
Andrew C. Mihelich

Date: 12/12/2023

