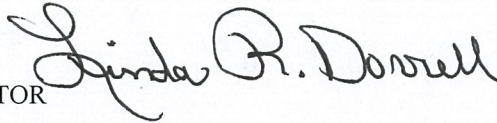

TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: JUNE 15, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR



TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AMENDMENT #3-ARCHITECTURAL SERVICES AGREEMENT FOR JUVENILE
JUSTICE FACILITY (NOW KNOWN AS TULSA COUNTY FAMILY JUSTICE
CENTER)-SELSE SCHAEFER ARCHITECTS

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AMENDMENT #3
TO THE ARCHITECTURAL SERVICE AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS AND SELSE SCHAEFER ARCHITECTS FOR ARCHITECTURAL SERVICES
FOR THE TULSA COUNTY JUVENILE JUSTICE FACILITY, NOW KNOWN AS TULSA COUNTY
FAMILY JUSTICE CENTER AS WELL AS ADDITIONAL CHANGES, AS PER ATTACHED
DOCUMENTATION, A 4 TO FIX II PROJECT.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR JUNE 20, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 003

TO: Tulsa Board of County Commissioners
(Owner or Owner's Representative)

In accordance with the Agreement dated: 2009 June 25

BETWEEN the Owner:

(Name and address)

Board of County Commissioners
500 South Denver
Tulsa, Oklahoma 74103

and the Architect:

(Name and address)

Selser Schaefer Architects
2002 East 6th Street
Tulsa, Oklahoma 74104

for the Project:

(Name and address)

Tulsa County Family Justice Center
Tulsa, Oklahoma

Authorization is requested

- ☒ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As follows:

Due to a change in the Initial Information, specifically the change in site characteristics and therefore Preliminary Design, and to establish the Architect's compensation for Basic and Additional Services, the Architect proposes the following changes. Note any paragraph not changed below shall remain as written in the Agreement.

Change the Project name as follows:

Tulsa County Family Justice Center

ARTICLE 1 INITIAL INFORMATION

1.1.1 The Project consists of a Family Justice Center for Tulsa County which will be located on property in downtown Tulsa currently occupied by Storey Wrecker Service. The preliminary design prepared for this project as part of the Agreement requires rework and reconfiguration to address changes in the facility program and site constraints discovered as part of the Phase II environmental site assessment provided by the Owner.

At the time of execution of this Amendment the Owner's budget for the Cost of the Work, and the basis for the Architect's compensation, is \$38,000,000.00.

1.1.2 All consultants identified in the Agreement remain part of the team except Cost Estimating, which is changed as indicated below:

1.1.2.4 Change Mechanical, Electrical and Plumbing Engineer company name to Philips + Gomez Consulting Engineers.

1.1.2.6 Cooper Construction Estimating LLC, 933 Dougherty Ferry Road, St. Louis, Missouri 63122.

Add the following additional consultants:

1.1.2.7 Foodservice Design: Hesman Group, LLC, 7645 E. 63rd Street, Suite 201, Tulsa, Oklahoma 74133.

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User Notes:

(2019183153)

1.1.2.8 Environmental Graphics: Walsh, 300 East Brady, Tulsa, Oklahoma 74120.

Add the following dates:

1.2 .1 Commencement of construction date: April 1, 2017.

1.2.2 Substantial Completion date: August 31, 2018.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services as set forth in Article 4.

ARTICLE 4 ADDITIONAL SERVICES (Items 4.1.7, 4.1.8, 4.1.30 and 4.1.31 are included as part of Basic Services)

Additional Services	Responsibility	Location of Service Description
4.1.7 Civil engineering	Architect	Section 4.2.3
4.1.8 Landscape design	Architect	Section 4.2.4
4.1.30 Foodservice design	Architect	Section 4.2.5
4.1.31 Environmental graphics	Architect	Section 4.2.6
4.1.32 Revised preliminary design	Architect	Section 4.2.7

4.2.3 Civil engineering services includes site demolition, parking, grading, drainage, and utility design (including relocation of existing sanitary sewer lines, chilled water lines, steam line, and condensate line) and preparation of Stormwater Pollution Prevention Plan (SWPPP). Any work due to Privately Funded Public Improvements (PFPI), rezoning, replatting, etc., is not included.

4.2.4 Landscape design services includes pedestrian hardscape (including site furnishings and landscape lighting), landscape, irrigation, and site amenities design and preparation of required Downtown Coordinating Committee plans.

4.2.5 Foodservice design includes foodservice equipment selection, layout, and coordination for the Tulsa County Family Justice Center kitchen.

4.2.6 Environmental graphics includes exterior and interior signage design. Exterior signage includes building-mounted primary identification, staff and public parking, activity areas, address graphics and entrance graphics. Interior signage includes reception area graphics, area identification, directional signage, department identification, primary room identification, secondary room identification, ADA/SAD code signage, fire code-required signage and miscellaneous utility signage.

4.2.7 Revised preliminary design includes facility program verification and update, revised site design, and revised site master planning as required due to project changes identified in Article I. The Architect shall meet with the building users to confirm the requirements and update as necessary the space requirements identified in the Facility Program document, dated September 23, 2014. Once the program has been confirmed, and taking into account the new site constraints, the Architect, as part of the Schematic Design Phase, shall prepare and present for the Owner's approval a new preliminary design illustrating the scale and relationship of the Project components.

4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product data item, sample and similar submittal of the Contractor
- .2 Seventy-two (72) visits to the site by the Architect over the duration of the project during construction. In addition to the Architect's site visits, the Architect's consultants will make up to Fifty-Seven (57) site visits. Site visits by discipline are enumerated as follows: Civil- Twelve (12) site visits, Landscape- Eighteen (18) site visits, Structural- Seven (7) site visits, Mechanical- Ten (10) site visits, and Electrical- Ten (10) site visits.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

4.3.4 If the services covered by this Agreement have not been completed within forty-two (42) months of the date of execution of this Amendment to the Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 11 COMPENSATION

11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Compensation for Basic Services shall be 9.95% of the Cost of the Work as identified in Article 1. The compensation for each phase of services shall be as indicated below. If at any time during the Project the Cost of the Work is modified to an amount different from that identified in Article 1, the Architect's compensation, as indicated below, will be modified accordingly. The following fees are in addition to any and all fees previously paid as part of the Agreement.

			Authorization
Schematic Design	20% of fee	\$756,200.00	_____
Design Development	25% of fee	\$945,250.00	_____
Construction Documents	30% of fee	\$1,134,300.00	_____
Bidding	5% of fee	\$189,050.00	_____
Contract Administration	20% of fee	\$756,200.00	_____

11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

The following fees are in addition to any and all fees previously paid as part of the Agreement.

The following Additional Services will be required thru completion of this project:

Civil Engineering	Included in Basic Services Fee
Landscape Design	Included in Basic Services Fee
Foodservice Design	Included in Basic Services Fee
Environmental Graphics	Included in Basic Services Fee

The following Additional Services will be required thru completion of Schematic Design:

			Authorization
Revised Preliminary Design	Fixed Fee	\$41,330.00	_____

The following Additional Services may be required. If required, the compensation for these services will be as follows:

			Authorization
Subdivision Replat	Fixed Fee	\$15,400.00	_____
Alley/Street Vacation	Fixed Fee	\$8,250.00	_____
Special Exception BOA	Fixed Fee	\$6,050.00	_____

11.7 The hourly billing rates have been amended as follows:

Selser Schaefer Architects

Project Designer	\$165.00/hour
Contract Administrator	\$165.00/hour

Phillips + Gomez Consulting Engineers

Director	\$165.00/hour	Engineer/Designer I	\$110.00/hour
Engineer/Designer IV	\$150.00/hour	CADD Technician II	\$95.00/hour
Engineer/Designer III	\$135.00/hour	CADD Technician I	\$85.00/hour
Engineer/Designer II	\$125.00/hour	Clerical	\$70.00/hour

Add the following hourly billing rates:

Alaback Design Associates	
Principal Architect	\$120.00/ hour
Landscape Architect	\$109.00/ hour
CAD Technician	\$74.00/ hour
Clerical/Administration	\$48.00/ hour

Cooper Construction Estimating LLC	
Estimator	\$110.00/ hour

Hesman Group, LLC	
Principal/Design	\$125.00/ hour
Manager/Connection Information	\$100.00/ hour
Clerical/Administration	\$75.00/ hour

Walsh			
Managing Principal	\$135.00/hour	Junior Designer	\$75.00/hour
Creative Director	\$110.00/hour	Production Staff	\$55.00/hour
Senior Designer	\$90.00/hour	Administrative Staff	\$45.00/hour

11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred. Estimates for Reimbursable Expenses for Schematic Design through Contract Administration are \$92,000.00.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

12.1 Onsite Detention has not been required by the City of Tulsa for projects within the Central Business District (CBD). If during the design process it is determined that onsite detention is required by the City of Tulsa, onsite detention design and documentation fees will be negotiated as a fixed fee.

12.2 Delete Section

12.3 Delete Section

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Refer to Article 11 above.

Time:

The Architect will work with the Owner in developing a project schedule during the initial phases of the project.

SUBMITTED BY:


(Signature)

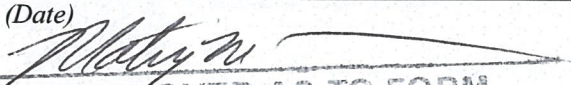
Janet Selser, AIA, LEED AP, Principal

(Printed name and title)

08 June 2016

(Date)

AGREED TO:


(Signature)

(Printed name and title)

(Date)

APPROVED AS TO FORM

ASSISTANT DISTRICT ATTORNEY