

County Request No. 934

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 10/09/2024 Department: Engineering

State the nature of the legal request: _____

Form and Legality

RECEIVED

OCT 09 2024

CIVIL DIVISION
DISTRICT ATTORNEY

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

Revised

Date of Reply: 10/9/24 [Signature]
Assistant District Attorney

AGREEMENT FOR SERVICES

This agreement made between GH2 Architects, LLC, 712 West Sheridan Avenue, Oklahoma City, OK 73102, hereinafter referred to as "Consultant" and the Board of County Commissioners of Oklahoma County, hereinafter referred to as "County".

DESCRIPTION OF PROJECT

Oklahoma County Juvenile Justice Center Courtrooms
Architect Services

SCOPE OF SERVICES

The Consultant Services to be provided are described in Attachment "A"

SECTION 1

CONSULTANT CHARGES

The total amount of the contract shall not exceed **Four Hundred Ninety-Nine Thousand, Two Hundred Fifty Dollars and no/100 (\$499,250.00)** for Scope of Services as described in attachment "A". Should the Consultant determine services are needed that will exceed that total amount, the Consultant shall notify the County by Amendment to this Agreement for acceptance by the County prior to performing work that would exceed this amount.

THE CONSULTANT AGREES

1. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect plans at all reasonable times at an acceptable office or offices located 712 West Sheridan Avenue, Oklahoma City, OK 73102.
3. To assume responsibility, to indemnify, and save harmless the County or other agency or other government from all claims and liability arising from the work performed, by the Consultant and its negligent acts or the negligent acts of its agents, employees, subcontractors, and/or independent consultants retained pursuant to this agreement.
4. To bind Consultant's firm including principals, officers, employees, agents, subcontractors,

Independent contractors and/or independent contractors retained pursuant to this agreement, to the same statutes, rules, and regulations as the County insofar as conflict of interest is concerned. Retention of records for three years after the final payment (paragraph 6).

5. That prior to beginning the work the Consultant's and its subcontractors shall obtain and furnish current copies (certificates) to the County of
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - B. Professional Liability Insurance. The insurance policy coverage must be in an amount of sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy.
 - C. Errors & Omission of insurance against claims of inadequate work product or negligent actions.This insurance (A, B and C) shall be maintained in full force and effect during the life of the contract.
6. To maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their perspective offices at all reasonable times, during the contract period for three years from the date of final payment under the contract, for inspection by the County and copies thereof shall be furnished if requested.
7. Any written report or document generated by the Consultant, his agents, employees, subcontractors, and/or independent contractors retained pursuant to this agreement, in connection with this project shall become the property of the County without any right of the Consultant, his, agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, to restrict said use in any manner by the County.

SECTION 2

THE COUNTY AGREES

1. The pay total fee not Four Hundred Ninety-Nine Thousand, Two Hundred Fifty Dollars and no/100 (\$499,250.00) which includes all services provided by Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, as funds are available and work is authorized by the County Engineer.

SECTION 3

It is further mutually agreed by the County and the Consultant that:

1. A written notice will be made to the Consultant by setting out the date to begin the prosecution of the contract work.
2. It is expressly understood and agreed by and between the parties hereto that the Consultant, including his subcontractors and/or independent contractors retained pursuant to this

agreement, will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons by reason of any of the work performed hereunder. The Consultant will be held responsible for the accuracy of engineering details and quantities of work to be performed or be performed by his subcontractors and/or Independent contractors retained pursuant to this agreement. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said Consultant. The Consultant, its subcontractors and/or Independent contractors retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Consultant will be held responsible for any mistakes or omissions in the work of the Consultant, its subcontractors and/or Independent contractors retained pursuant to this agreement, which appear during the final review by the County or any other government agency.

3. For any major revision in the character of the scope of the work ordered in writing by the County, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The County reserves the right to delete any portion of the contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if the work has been already accomplished on that portion of the contract to be deleted, the Consultant, including its subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consultant, including its subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid by the County the reasonable value for the data delivered or ready for delivery upon receipt thereof, and such determination by the County shall be conclusive and binding.
6. Any dispute concerning a question of fact in connection with the work not disposed of by the agreement between the County, the Consultant, including its subcontractors and/or independent contractors retained pursuant to this agreement, shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision shall be taken to the Board of County Commissioners for further consideration and determination.
7. The County will consider a request for a reasonable extension of time, if the Consultant submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that the Consultant is unable to complete this work in the time specified for reasons

beyond the Consultant's control. However, the County and the Consultant may be bound by the schedule in other applicable respects.

8. The Consultant shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Consultant including its subcontractors and/or independent contractors retained pursuant to this agreement, shall be done in a manner acceptable to the County, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use. Consultant shall retain these documents for a minimum of three years from the date of final payment.
10. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.
11. This agreement cannot be assigned or subcontracted by either party without written approval of either party.

TERMS OF AGREEMENT

This Agreement shall be effective upon execution by all parties and will expire on completion of the scope of work.

OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA

It is expressly understood that the County under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Consultant shall not perform any services until the Consultant receives a Purchase Order from Oklahoma County showing the full amount of the obligation created pursuant to this Agreement for the Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of Oklahoma County for Fiscal Year 2025. For the purpose of this agreement, it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than Four Hundred Ninety-Nine Thousand, Two Hundred Fifty Dollars and no/100 (\$499,250.00). In the event that an Amendment is approved pursuant to terms of this agreement, and terms of the Amendment require payment of any sum in addition to the sum immediately aforesaid, Consultant shall not perform any services contemplated within the scope of said Amendment until Consultant receives a Purchase Order showing that the full amount previously appropriated for such purchase in the budget of the Oklahoma County's Fiscal Year within which the Amendment is appropriated.

CONSULTANT:
GH2 Architects, LLC.
712 West Sheridan Avenue
Oklahoma City, OK 73102

Signed before me this ___ day of _____, 2024.

Consultant

Notary Public

Printed Name and Title

My Comm. Expires

APPROVED:

Stacey Trumbo, P.E.
County Engineer

Approved as to form and legality this ___ day of _____, 2024.

Assistant District Attorney

IN WITNESS WHEREOF, the parties have executed this agreement this ___ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Member

GH2 ARCHITECTS

Design. Service. Solutions.

October 7, 2024

Ms. Erin Moore
Office Manager
Financial Administrator
Oklahoma County Engineering
Erin.Moore@oklahomacounty.org

RE: Oklahoma County Juvenile Justice Center 2nd Floor Courtroom Remodel

Dear Ms. Moore,

We appreciate the opportunity to submit this Scope of Work to provide professional design services for the renovation of the building at 5905 Classen Ct., for the Juvenile Justice Center.

SCOPE OF PROJECT

The scope of the project includes interior renovation and select exterior building modifications to convert the south section of the second floor into Courtrooms. The estimated cost of work is in the \$6,500,000 to \$7,000,000 range. The base scope of the project includes the following:

- Courtrooms
 - Two (2) Courtrooms to each accommodate 90 occupants including a thirteen (13) person jury box. Adjacent spaces shall include Judges chambers, court reporter office, bailiff/clerk and restroom.
 - One (1) Courtroom to accommodate 90 occupants. Adjacent spaces shall include Judges chambers, court reporter office, bailiff/clerk and restroom.
- Court Clerk
 - Office, Conference Room, Public Counter with eight (8) transaction stations, file storage
- Public Waiting Area
- Jury Assembly Room to accommodate 75 persons
- Law Library
- Utilize GSA's US Court Design Guide as a basis for the courtrooms and accessory spaces.
- Select exterior building modifications to the southeast portion of the building to modify window configuration for security.
- Structural assessment of second floor area of work.
 - Following the Schematic Design Phase, if it is determined Structural Reinforcement of the second floor is required, reinforcement shall be designed/engineered to accommodate the increased loads.
- Modifications of mechanical, electrical and plumbing to accommodate the building renovations.
 - Design extension and/or rework of existing water, waste and vent system to serve proposed restrooms.
 - Design extension and/or rework of the existing domestic water heating system.

- Design extension and/or rework of the existing heating, ventilation and air conditioning systems. Updates to central plant components are not included.
- Replacement of rooftop OSA (outside air) with a RTU (rooftop unit).
- Performance specification for expansion of fire suppression and fire alarm.
- Design interior lighting, controls, electrical distribution, raceways in area of work.
- Structural modifications, if required, to support new RTU.
- Technology Design
 - Structured cabling, access control, video surveillance in courtrooms, panic/duress buttons, and audio visual in courtrooms.

Items Excluded from the scope of work:

- Modifications to building core including elevators, Restrooms, Janitor Closet and Stairs.
- Existing conditions testing, i.e. environmental, concrete, geotechnical, survey

Additional services not included above may be added by Oklahoma County as a supplement to this proposal. GH2 shall be paid for additional services through a separate agreement.

SCOPE OF SERVICES

- Schematic Design Services
 1. Provide one (1) architect and subconsultant site visit to assess existing conditions.
 2. Attend and lead design meetings with Oklahoma County staff and stakeholders.
 3. Evaluate the existing building structural system to accommodate new live loads.
 4. Provide up to three (3) design options for consideration.
 5. Provide preliminary cost estimate.
 6. Provide Schematic Design drawings in digital format.
- Design Development Services
 1. Upon approval of Schematic Design, GH2 shall prepare Design Development documents including drawings for review.
 2. Attend and lead design meetings with Oklahoma County staff and stakeholders.
 3. Provide Design Development drawings in digital format.
 4. Update cost estimate.
- Construction Document Services
 1. Upon approval of Design Development, GH2 shall prepare Construction Documents including drawings and specifications for bidding and construction.
 2. Provide review sets at 65% and 95%.
 1. Include drawings and specifications in PDF format.
 3. Provide sealed drawings and specifications in PDF format for permitting, bidding and construction.

- Bidding Services
 1. Attend Pre-Bid Conference.
 2. Respond to Contractor and owner inquiries.
 3. Publish Addenda as required.
 4. Review and provide recommendation of contractor.
- Construction Phase Services
 1. Attend Owner-Architect-Contractor during construction on site on a periodic basis to observe the progress of construction.
 2. Review Contractor applications for payment.
 3. Review submittals, including shop drawings, product data and samples.
 4. Respond to Contractor and owner inquiries.
 5. Provide final completion observations.

Subconsultants include Structural, Technology, Mechanical, Electrical, and Plumbing Engineering.

FEE PROPOSAL

Our stipulated sum fee proposal for base services is four hundred ninety-nine thousand, two hundred and fifty dollars (\$499,250). Phases to be calculated as follows:

Schematic Design Services	25%
Design Development Services	25%
Construction Documents Services	30%
Bidding Services	5%
Construction Administration Services	15%

The stipulated sum fee above includes an allowance of twenty-eight thousand dollars (\$28,000) for design of structural reinforcement for the second floor. This allowance will be invoiced only if it is determined that structural reinforcement is required.

Invoices will be prepared monthly based upon work completed.

PRELIMINARY PROJECT SCHEDULE

1. We will work closely with you to provide documents on a schedule that meets your requirements.

SPECIAL TERMS

1. GH2 shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

OWNER PROVIDED ITEMS

1. Provide access to the existing facility as required during the project effort.
2. Provide drawings of existing building.
3. Coordinate meeting scheduling and meeting room.
4. Printing of bidding and construction documents.

We sincerely appreciate the opportunity to assist with this exciting project. We are prepared to begin work on your proposed schedule.

Sincerely,
GH2 ARCHITECTS, LLC



Sara Andrews, AIA
Associate Principal, Director of OKC Office