

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 3/16/10
COUNTY DEPARTMENT MAKING REQUEST: Engineer

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Contract for Inspection Services Courthouse
Remodel

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

J. Blane
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 3-18-10

REPLY BY DISTRICT ATTORNEY: Reviewed.

RECEIVED
MAR 18 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: [Signature]

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

AGREEMENT

PROJECT NO. E-2005-M
OKLAHOMA COUNTY COURTHOUSE REMODEL

This contract entered into between the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter called the County, and **C. H. Guernsey & Company, 5555 North Grand Boulevard, Oklahoma City, OK 73112** hereinafter called the Consultant, for the purpose of providing the following, to wit:

Provide Mechanical, Electrical and Plumbing Inspection Services
for the Remodel of the Oklahoma County Courthouse

SECTION 1

The Consultant agrees:

1. To prepare and furnish written reports as the result of Inspection Services for the Oklahoma County Courthouse Remodel.
2. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work.
3. 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 the work at all reasonable times at an acceptable working office or offices located at 5555 North Grand Boulevard, Oklahoma City, Oklahoma, 73112.
4. To assume responsibility, to indemnify, and save harmless the County or other agency of government from all claims and liability due to the Consultant's negligent acts or the negligent acts of the Consultant's subcontractors, agents or employees.
5. To bind Consultant's firm including principals, officers, and employees to the same statutes, rules, and regulations as County employees insofar as conflict of interest is concerned.
6. That prior to beginning the work he 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 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 Oklahoma County be notified if the insurance carrier intends to cancel or not renew the policy. This insurance (A, B and C) shall be maintained in full force and effect during the life of this contract.
7. To furnish written reports to the County showing results of mechanical, electrical and plumbing inspection services.

PENDING APPROVAL

8. That Consultant and its subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred under this contract and to make such materials available at their respective offices at all reasonable times, during the contract period and for three years from the date of final payment under the contract, for inspection by the County or the State Auditor and Inspector.

SECTION NO. 2

The County agrees:

1. To pay a total fee as shown in Exhibit "A", not to exceed Fifty Thousand Dollars (\$50,000.00).

SECTION NO. 3

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

1. A written notice will be made to the Consultant setting out the date Consultant is to begin the contract work.
2. The Consultant will be held responsible for the accuracy of all details and quantities of work to be performed.
3. For any major revision in the character or 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 this contract at any time, and if such is done, the total 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 fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted, the Consultant 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 shall be paid the reasonable value by the County 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 agreement between the parties shall be referred for determination to the Board of County Commissioners or duly authorized representatives, whose decision after approval by the Board of County Commissioners in the matter shall be final and conclusive on the parties to the contract.
7. The County will grant 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 he is unable to complete this work in the time specified for reasons beyond his control.
8. All work performed and submitted under this contract shall be done in a manner acceptable to the County and all written reports prepared or obtained under the terms of the contract shall be delivered to and become the property of the County other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use.

PENDING APPROVAL

9. The Consultant shall secure signatures of the professionals performing services on the reports submitted to the County.

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 the other party.

12 OWNER IS A SUBDIVISION OF THE STATE OF OKLAHOMA: It is expressly understood that the Owner under this Agreement is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of this Article shall control any other provision of this Agreement.

13. Consultant shall not perform any Work contemplated within the meaning of "the Work" described in the Contract Documents herein, until the Consultant receives a Purchase Order from the Owner showing that 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 the Owner for the Owner's Fiscal year. For the purpose of this agreement it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is not to exceed **Fifty Thousand Dollars (\$50,000.00)**. In the event that a Change Order is approved pursuant to terms of this agreement, and the terms of said Change Order require payment of any sum in addition to the sum immediately aforesaid, Consultant shall not perform any Work contemplated within the scope of said Change Order until Contractor receives a Purchase Order from Owner showing that the full amount of the obligation created pursuant to said Change Order has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the Owner for the Owner's Fiscal year within which the Change Order is approved.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consultant on the 15th day of March, 2010, and the County on the _____ day of _____, 2010.

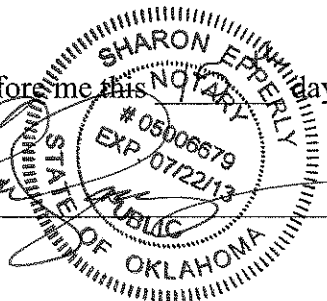

C. H. Guernsey & Company
5555 North Grand Boulevard
Oklahoma City, OK 73112
405-416-8100



Signature

Richard R. Hinkle, PE Senior Vice President
Printed Name and Title


Signed before me this _____ day of March, 2010.



Notary

My Commission Expires: 7-22-13

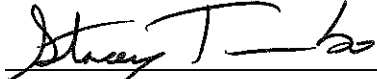
PENDING APPROVAL

Approved as to form and legality this 22 day of March, 2010.



Assistant District Attorney

APPROVED



County Engineer

APPROVED this _____ day of _____, 2010

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

:
ATTEST:

Carolynn Caudill, County Clerk

Chairman

Member

Member

PENDING APPROVAL

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CW CHGUE-1	DATE (MM/DD/YYYY) 03/15/10
PRODUCER Agar-Ford-Jarmon & Muldrow P O Box 790 Norman OK 73070 Phone: 405-321-2700 Fax: 405-360-8892		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED C. H. Guernsey & Company 5555 N. Grand Boulevard Okla City OK 73112-5507		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co	19682
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	38UUNNW9188	06/01/09	06/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	38UUNNW9188	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	38XHUIP4050	06/01/09	06/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	38WBNO5403	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		Valuable Papers	38UUNNW9188	06/01/09	06/01/10	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
LIMITS SHOWN ARE THOSE IN FORCE AS OF POLICY INCEPTION. Project No. E-2005-M - Oklahoma County Courthouse Remodel

CERTIFICATE HOLDER

ONETIME Board of County Commissioners of Oklahoma County, Oklahoma 320 Robert S Kerr, Ste 101 Oklahoma City OK 73102-3431

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

PENDING APPROVAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		3/15/2010
PRODUCER Reserved Resource Insurance P.O. Box 613617 WaterSound, FL 32461 george.vogler@ae-always.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED C. H. Guernsey & Company 5555 North Grand Boulevard Oklahoma City, OK 73112	INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
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	GENERAL <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$									
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$									
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THEN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$		
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E.L. DISEASE - POLICY LIMIT \$														
A	Professional Liability	EOC 487911-00	02/26/2010	02/26/2011	Per Claim (Including Claims Expenses) \$5,000,000 Aggregate (Including Claims Expenses) \$5,000,000									

CERTIFICATE HOLDER Board of County Commissioners of Oklahoma County, Oklahoma 320 Robert S Kerr, Ste 101 Oklahoma City OK 73102-3431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE George J. Vogler
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