

# PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

## AGREEMENT

PROJECT NO. E-2010-D  
OKLAHOMA COUNTY OFFICE BUILDING  
WINDOW RETROFIT

This agreement entered into between the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter called the County, and **Architectural Design Group, Inc., 116 East Sheridan, Suite 100, Oklahoma City, 73104**, hereinafter called the Consultant, for the purpose of providing the following, to wit:

Consulting services for Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction necessary for Oklahoma County Office Building Retrofit of the Windows.

The intent of this agreement is to make the necessary investigations and develop detailed construction plans when called for in the foregoing project description or as provided in the special agreement requirements listed and included as part of Attachment "A", the EECBG Activity Worksheet, and Assurance by Oklahoma County of compliance with the Davis-Bacon Act attached hereto, hereinafter the "Work", and made a part hereof, with a design that addresses feasibility, economy, and the budget for the project, subject to the approval of the County.

### SECTION 1

The Consultant agrees:

1. To prepare and furnish complete detailed construction plans, when called for in the project descriptions in accordance with the County's policy and pertinent special provisions and specifications listed and included as part of Attachment "A" attached hereto and made a part hereof.
2. 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, including but not limited to the State Fire Marshal, State Health Department and the Department of Environmental Quality.
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 116 East Sheridan, Suite 100, Oklahoma City, Oklahoma 73104.
4. To assume responsibility, to indemnify, and save harmless the County or other agency of government from all claims and liability due to his negligent acts or the negligent acts of his subagreements, 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. Valuable paper insurance in the total amount of this Agreement to assure the restoration, in the event of their loss or destruction, of any field notes, tracings, or plans obtained or prepared as a part of this engineering agreement and/or any field notes, tracings, or plans furnished by the County for use in obtaining data for preparation of plans on this engineering agreement, and to furnish and/or return same to the County upon the completion and acceptance of the plans and specifications.
  - C. 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 agreement.

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7. To complete all the plans under this agreement ready for letting of the construction agreement on or before June 4, 2010 in order to comply with Oklahoma bidding, and Federal funding requirements .
8. To furnish monthly reports to the County showing progress and fully explained reasons for any delay in completion of preparation of plans that would justify a request for an extension of agreement time through the various stages to the completion of this agreement.
9. That Consultant and its subagreementors are to maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred under this agreement and to make such materials available at their respective offices at all reasonable times, during the agreement period and for three years from the date of final payment under the agreement, 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 Attachment "A", not to exceed Fifty Thousand Dollars (\$50,000.00). Said payments to be made in progressive payments as provided in the "Schedule of Progressive Payments" listed and included as a part of Attachment "A" attached hereto and made a part hereof.

## 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 agreement work.
2. The County will furnish the termini for each construction project and the Consultant will furnish a complete set of construction plan tracings and the necessary special provisions for each project.
3. It is expressly understood and agreed by and between the parties hereto that the Consultant will hold and save the County harmless from any and all claims of damage or causes of action accruing to persons by reason of his negligent acts or the negligent acts of his subagreementors, agents or employees for the work performed hereunder. The Consultant will be held responsible for the accuracy of all details and quantities of work to be performed. Complete structural designs, neat and in good order, are required to accompany plans submitted for review. These structural computations are considered to be a part of work done under this agreement and shall remain the sole property of the County. Plans received for review by the County shall be accompanied by a written statement that a detailed check has been made. Frequent occurrence of irregularities in details or quantities will be a basis for withholding future agreements from said Consultant. The Consultant shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed when the final plans are submitted to the County for review. The Consultant will be held responsible for any mistakes or omissions in the work of the Consultant, which appear during the final review by the County prior to advertising for agreement letting and during the construction, and will be required to do any work on the plans necessary to correct the mistakes or omissions in its work, including submitting computations to support said corrections to plans without any additional compensation.
5. For any major revision in the character or scope of the work in design ordered in writing by the County, after the performance of a substantial amount of work on the plans, a supplemental agreement will be negotiated, prior to performing the additional work.
6. The County reserves the right to delete any portion of this agreement 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 agreement fee, provided that if work has already been accomplished on that portion of the agreement to be deleted, the Consultant shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
7. The County reserves the right to terminate this agreement at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this agreement 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.

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8. Calendar time for all parties will be discontinued at the discretion of the County for review of the plans at the various stages of preparation.
9. The Consultant shall furnish all professional services, including but not limited to architectural, mechanical or electrical engineering, labor, equipment, and incidentals as may be required to perform this agreement, with parties appropriately licensed to perform said services in compliance with 59 O.S. § 46.1, et seq. and 59 O.S. § 475.1, et seq.
10. All work performed and submitted under this agreement shall be done in a manner acceptable to the County and all tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the agreement shall be delivered to and become the property of the County and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under such agreement shall be made available upon request, to the County without restriction or limitation on their use.
11. The Consultant shall secure signatures of the professionals performing services on the plans submitted to the County and have affixed the Oklahoma seal thereto as proof that the party performing the professional services is appropriately registered and licensed to render said services in compliance with 59 O.S. § 46.1, et seq. and 59 O.S. § 475.1 et seq.
12. The Consultant shall furnish at its expense Fifteen (15) sets of finished construction plans.
13. The Consultant shall furnish at its expense (1) set of As-built final construction plans after completion of the project, based on marked-up drawings furnished by the Contractor(s).
14. This agreement is null and void unless the amount of the agreement has been encumbered by the County and approved for payment by the Board of County Commissioners.
15. This agreement cannot be assigned or subagreed to by either party without written approval of the other party.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the Consultant on the \_\_\_\_ day of \_\_\_\_\_, 2009, and the County on the \_\_\_\_ day of \_\_\_\_\_, 2010.

Architectural Design Group, Inc.  
116 East Sheridan, Suite 100  
Oklahoma City, OK 73104  
405-232-1618

\_\_\_\_\_  
Signature \_\_\_\_\_ Printed Name and Title

Signed before me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2010. APPROVED

\_\_\_\_\_  
Assistant District Attorney County Engineer

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

BOARD OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk