

#832

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: 12/12/2025

COUNTY DEPARTMENT MAKING REQUEST: Highway District #3

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Request for DA's assistance in approving as to form and legality a Specific Assistance Agreement between *ClearSpan Fabric Structures* and Oklahoma County for providing the labor associated with the erection of a building purchased through SourceWell. The Estimated total cost for this work, materials and labor, is \$143,347.88 (PO #22600811). Of this total, the contract covers the labor which is \$51, 635.00. This contract is to protect both parties in case of any issues that may arise during the erection of the building. If there are any questions, please contact Bill McClung 405-713-2184

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.

COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Terms are not filled in for start date + completion date; compensation Amt. is not filled in (the filled it in) does not have

Not ready to sign

RECEIVED

Vicki Behenna
DISTRICT ATTORNEY

By: *[Signature]*

DEC 12 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Approved on 12/30/2025

Signed completed 12/30/2025

see attached

LABOR CONTRACT

Between the Board of County Commissioners of Oklahoma County and ClearSpan Fabric Structures

This Labor Contract ("Contract") is made and entered into by and between the Board of County Commissioners of Oklahoma County, located at 320 Robert S. Kerr Ave., Oklahoma City, OK 73102 ("County"), and ClearSpan Fabric Structures, with headquarters located in at 703 Hebron Avenue, Glastonbury, Connecticut ("Contractor") on December 17, 2025, 20 .

Collectively, the County and Contractor may be referred to as the "Parties."

Purpose

The purpose of this Contract is to define the terms and conditions under which Contractor will furnish labor, materials, equipment, and supervision necessary to erect a 50 ft. x 60 ft. building ("Project") located in Oklahoma County District 3 Yard, 11500 N. Hudson Avenue, Oklahoma City, OK 73114.

Scope of Work

Contractor shall:

1. Provide all labor, equipment, tools, materials, and supervision required for the construction and erection of a 50' x 60' fabric or metal-framed building as specified by the County.
2. Ensure all work complies with applicable building codes, safety regulations, and manufacturer guidelines.
3. Coordinate with County-designated personnel regarding site access, utilities, and scheduling.
4. Be responsible for cleanup of the site following completion of the Project.
5. Provide any necessary engineering drawings, construction documents, or installation manuals.

Project Schedule

1. Work shall begin within Forty Five, (45) — days of the County issuing a Notice to Proceed.

2. Contractor shall complete the Project within Ninety, (90) _____ calendar days thereafter, unless extended by written agreement of both Parties.
3. Contractor shall notify the County promptly of any conditions that may delay completion.

Compensation

1. The County agrees to pay Contractor a total amount of \$ One Hundred Fifteen Thousand Four Hundred Two Dollars and Eighty Eight Cents, (\$115,402.88) _____ for completion of the Project.
2. Payments shall be made according to the following schedule:
 - a. 100 % upon final inspection and acceptance by the County
3. Contractor shall submit invoices to the County for approval prior to payment.

Changes in Work

1. Any modification to the scope of work must be documented in a written Change Order approved by both Parties.
2. Unauthorized work outside the original scope will not be compensated.

Safety and Compliance

1. Contractor shall follow all federal, state, and local safety laws and regulations,
2. including OSHA requirements.
3. Contractor is solely responsible for the safety of its employees, subcontractors, and equipment on site.
4. County will obtain all required licenses and permits for the work performed.

Insurance Requirements

1. Contractor shall maintain, at minimum:
 - a. Commercial General Liability Insurance: \$1,000,000 per occurrence
 - b. Workers' Compensation as required by law
 - c. Automobile Liability Insurance covering all vehicles used during the Project: \$1,000,000 combined single limit
2. Proof of insurance shall be provided to the County before commencement of work.

Indemnification

1. Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against all claims, damages, liabilities,

or expenses arising out of Contractor's performance of the work, except to the extent caused by the negligence or misconduct of the County.

Termination

The County may terminate this Contract:

1. For convenience, with 10 days' written notice.
2. For cause, including Contractor's failure to perform or comply with contract terms.
3. In the event of termination for convenience, the Contractor shall be paid for satisfactorily completed work up to the date of termination.

Warranty

Contractor warrants that:

1. All work will be performed in a professional and workmanlike manner.
2. Materials and installation shall be free from defects for one (1) year from the date of County acceptance, unless the manufacturer provides a longer warranty.

Independent Contractor

1. Contractor is an independent contractor and not an employee or agent of the County.
2. Contractor is solely responsible for payroll, taxes, and benefits for its employees.

Governing Law

1. This Contract shall be governed by the laws of the State of Oklahoma.

Entire Agreement

1. This Contract constitutes the full and complete agreement between the Parties and supersedes all prior discussions, proposals, or representations.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Contract as of the dates below.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY

APPROVED by the Board of County Commissioners this ____ day of

_____.

CHAIRMAN

MEMBER

ATTEST:

MEMBER

Maressa Treat, County Clerk

APPROVED as to form and content this 30 day of Dec.



Assistant District Attorney

CLEARSPAN FABRIC STRUCTURES

By: _____

Name: Debbie Haley

Title: Senior Contracts and Credit Analyst

Date: December 17, 2025

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2. Contractor shall complete the Project within ____ calendar days thereafter, unless extended by written agreement of both Parties.

3. Contractor shall notify the County promptly of any conditions that may delay completion.

Compensation

1. The County agrees to pay Contractor a total amount of \$ 2 for completion of the Project.
2. Payments shall be made according to the following schedule:
 - a. 100 % upon final inspection and acceptance by the County
3. Contractor shall submit invoices to the County for approval prior to payment.

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APPROVED by the Board of County Commissioners this ____ day of _____.

CHAIRMAN

MEMBER

ATTEST:

MEMBER

Maressa Treat, County Clerk

APPROVED as to form and content this ____ day of _____.

Assistant District Attorney

CLEARSPAN FABRIC STRUCTURES

By: _____

Name: _____

Title: _____

Date: _____