

County Request No. 655

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: 09/15/2025 Department: Engineering

State the nature of the legal request: _____

Form and Legality WSB agreement for Culvert Inventory. Contingent upon encumbrance of funds from CBRI.

RECEIVED

SEP 15 2025

CIVIL DIVISION
DISTRICT ATTORNEY

[Signature]
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 9/15/25 [Signature]
Assistant District Attorney

AGREEMENT FOR SERVICES

This agreement made between WSB LLC 615 N Hudson Avenue, Suite 360, 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 Culvert Inventory

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 Ten Thousand Dollars and no/100 (\$10,000.00) 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 615 N. Hudson Ave, Suite 300, 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 due to his negligent acts or the negligent acts of his agents, employees, subcontractors, independent consultants 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 he and his 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, independent contractors 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 exceeds Ten Thousand Dollars and no/100 (\$10,000.00) 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 he is 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, his 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, his 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 his 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 his 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 his 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 he is unable to complete this work in the time specified for reasons beyond his control. However, the County and the Consultant may be bound by the schedule in other applicable.
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 his 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 2026. 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 Ten Thousand Dollars and no/100 (\$10,000.00). 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.

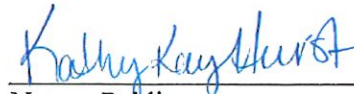
CONSULTANT:

WSB, LLC
615 N. Hudson Ave., Suite 300
Oklahoma City, OK 73102

Signed before me this 5 day of November, 2025.



Consultant



Notary Public

Rick Johnson / Vice President of Operations

Printed Name and Title

1/25/26
My Comm. Expires

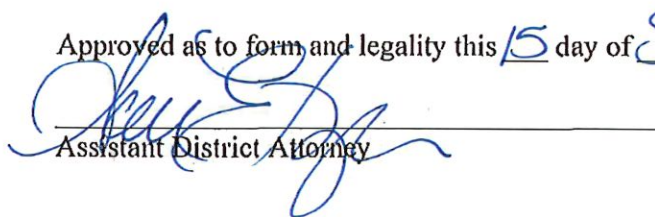


APPROVED:



Stacey Trumbo, P.E.
County Engineer

Approved as to form and legality this 15 day of Sept, 2025.



Assistant District Attorney

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Member

Oklahoma County

Culvert Inventory & GIS Mapping

Estimated Cost per Structure

		Approx. Hours	Unit Cost		Total Cost
<u>Field Services</u>					
	Field Technician	2	\$100.00	=	\$200.00
	Survey Technician	2	\$115.00	=	\$230.00
<u>Engineering Services</u>					
	Utility Director	0.25	\$185.00	=	\$46.25
	Project Lead	0.50	\$135.00	=	\$67.50
	CAD Specialist	1.25	\$115.00	=	\$143.75
	CAD Technician	1	\$89.00	=	\$89.00
	GIS Specialist	1	\$120.00	=	\$120.00
<u>Mileage</u>					
	18.75 Avg. miles	18.75	0.7	=	\$13.13

Grand Total per Structure

\$909.63

Bill To OK CO ENGINEERING 320 ROBERT S KERR ROOM 201 OKLAHOMA CITY, OK 73102	Requisition 12603402-00 FY 2026 Acct No: 1111-60-120-000-000-000-54454 - Review: Buyer: 6065enerimoo Status: Released	Page 1
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Vendor EST, INC 615 N HUDSON, SUITE 300 OKLAHOMA CITY, OK 73102 Tel#405-815-3615	Ship To OK CO ENGINEERING 320 ROBERT S KERR ROOM 201 OKLAHOMA CITY, OK 73102
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Deliver To
 OK CO ENGINEERING
 320 ROBERT S KERR
 ROOM 201
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/25	1002924				Engineer

LN	Description / Account	Qty	Unit Price	Net Price
001	Culvert Inventory Service BOCC 11/12/25	10000.00 EACH	1.00000	10000.00
1	1111-60-120-000-000-000-54454 -			10000.00

Ship To
 OK CO ENGINEERING
 320 ROBERT S KERR
 ROOM 201
 OKLAHOMA CITY, OK 73102

Deliver To
 OK CO ENGINEERING
 320 ROBERT S KERR
 ROOM 201
 OKLAHOMA CITY, OK 73102

Requisition Total 10000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1111-60-120-000-000-000-54454 -	10000.00	2668454.83
County Road & Bridge Fund	Professional Services-A&E	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	11/07/25	Albert Rodriguez	
Queued	11/07/25	Brooke Smith	
Queued	11/07/25	Deborah McDonald	

Bill To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK
73102

Requisition 12603402-00 FY 2026

Acct No:
1111-60-120-000-000-54454 -
Review:
Buyer: 6065enerimoo
Status: Released

Page 2

Vendor
EST, INC
615 N HUDSON, SUITE 300

Ship To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73102

Tel#405-815-3615

Deliver To
OK CO ENGINEERING
320 ROBERT S KERR
ROOM 201
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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11/07/25	002924				Engineer
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LN	Description / Account	Qty	Unit Price	Net Price
Queued	11/07/25 Maria Pinley			
Queued	11/07/25 Sheena McGrady			
Queued	11/07/25 Chantel Boso			
Pending	Chantel Boso			
Pending	Ashley Franklin			
Pending	Ashley McMichael			
Pending	Lauren Adkison			
Pending	Long Tran			

Authorized By: _____ Date: _____
Signature