

County Request No.

407

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: 06/09/2025

Department: Engineering

State the nature of the legal request:

Form and Legality of Environmental Agreement with TEIM

RECEIVED

JUN 09 2025

CIVIL DIVISION
DISTRICT ATTORNEY


County Officer or Department Director

Reply of District Attorney's Office:

Reviewed

Date of Reply:

6/10/25


Assistant District Attorney

AGREEMENT FOR SERVICES

This agreement made between TEIM DESIGN 3020 NW 149th Street, OKC, OK 73134, hereinafter referred to as "Consultant" and the Board of County Commissioners of Oklahoma County, hereinafter referred to as "County".

DESCRIPTION OF PROJECT

OKLAHOMA COUNTY ENVIRONMENTAL SCOPE OF WORK NEPA CLEARANCE AND DOCUMENTATION COVELL ROAD IMPROVEMENTS JP 34775(04)

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 **Seventy-One Thousand, Four Hundred Dollars and No Cents (\$71,400.00)** 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 at 3020 NW 149th Street, OKC, OK 73134.
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 exceeds Seventy-One Thousand, Four Hundred Dollars and No Cents (\$71,400.00) 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 Seventy-One Thousand, Four Hundred Dollars and No Cents (\$71,400.00). 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:
TEIM DESIGN
3020 NW 149TH STREET
OKLAHOMA CITY, OK 73134

Signed before me this ____ day of _____, 2025


Consultant

Notary Public

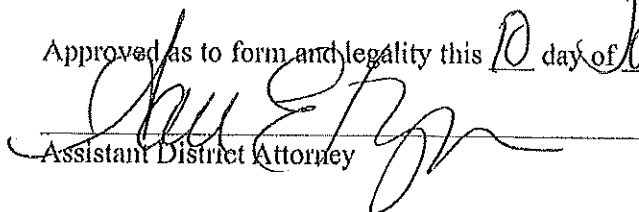
Printed Name and Title

My Comm. Expires

APPROVED:


Stacey Trumbo, P.E.
County Engineer

Approved as to form and legality this 10 day of June, 2025


Assistant District Attorney

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

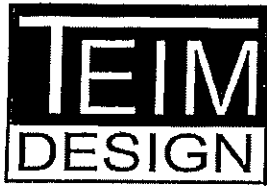
BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Member



ATTACHMENT "A"

May 23, 2025

OKLAHOMA COUNTY
ENVIRONMENTAL SCOPE OF WORK
NEPA CLEARANCE AND DOCUMENTATION
COVELL ROAD IMPROVEMENTS, JP 34775(04)

This scope of work is to perform the NEPA clearance process, including specialist studies and the preparation of NEPA document for the Covell Road Project, located on Covell Road from S.H. 74 extending east through May Avenue, in Oklahoma County. This scope and fee proposed is based upon the assumption that the appropriate NEPA document will be a Programmatic Categorical Exclusion (PCE) because there are no anticipated relocations, there is no capacity expansion, nor is the project on a new alignment. The following tasks are anticipated for the project:

1. Project Background and Development

A meeting will be held with Oklahoma County, Oklahoma Department of Transportation (ODOT) Local Government Division and ODOT Environmental Programs Division (EPD) where the environmental scope will be discussed.

2. Agency and Public Coordination

Tribal Coordination and Cultural Resources Study Initiation will be requested from ODOT EPD and Property Owner Notifications will be sent. Only after the 30-day response period for the Tribes is complete, will specialist studies begin.

No Solicitations are anticipated to be necessary since the project does not include capacity expansion nor is it on a new alignment. Should the decision be made that solicitation mailing is necessary, additional effort will need to be included.

3. Specialist Studies

Upon completion of the following studies, findings will be compiled into a single summary report which will then be included in the NEPA documents for each corresponding project.

- Cultural Resources
- Threatened and Endangered Species Habitat
- Jurisdictional Waters and Wetlands
- Hazardous Materials
- Farmland Impact
- Flood Plain Impact

A noise study is not anticipated to be necessary, only coordination is anticipated and included. Should the decision be made that a noise study is necessary, additional effort will need to be included as a separate Task Order.

No Wild or Scenic Rivers are anticipated to be impacted.

4. Identification of Required Permits
5. NEPA Documentation – Programmatic Categorical Exclusion (PCE) is anticipated.
6. Public Involvement –
No public involvement is anticipated to be necessary since the project does not include capacity expansion nor is it on a new alignment. Should the decision be made that public involvement is necessary, additional effort will need to be included as a separate Task Order.

Meetings and Milestones

1. Notice to Proceed	June 2025
2. NEPA Kickoff Meetings	July 2025
3. Tribal Coordination/Property Owner Notifications	August 2025
4. Specialist Studies Complete	February 2026
5. NEPA Document Submitted	April 2026

Fees

The fee estimate for this scope of work on both sections, as detailed in the attached tables, is \$71,400. These services would be provided on an hourly basis; only the actual effort incurred will be invoiced.

=====	Requisition 12507414-00 FY 2025
Bill To	
OK CO ENGINEERING	Acct No:
320 ROBERT S KERR	1111-60-120-000-000-54455 -
ROOM 201	Review:
OKLAHOMA CITY, OK	Buyer: 6065enerimoo
73102	Status: Released
=====	Page 1

Vendor	Ship To
TEIM DESIGN GROUP PLLC	OK CO ENGINEERING
3020 NW 149TH ST	320 ROBERT S KERR
	ROOM 201
	OKLAHOMA CITY, OK 73102
OKLAHOMA CITY, OK 73134	
Tel#405-752-1122	

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
06/16/25	1004232				Engineer

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET- Environmental-NEPA Clearance Covell Rd Improvements JP 34775(04) BOCC 6-18-25	71400.00	1.00000	71400.00
1	1111-60-120-000-000-000-54455 -			71400.00

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 Link

Requisition Total 71400.00

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

Account	Amount	Remaining Budget
1111-60-120-000-000-000-54455 -	71400.00	2351162.68
County Road & Bridge Fund	Professional Services-Other	

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

Activity	Date	Clerk	Comment
Queued	06/16/25	Albert Rodriguez	

===== Bill To OK CO ENGINEERING 320 ROBERT S KERR ROOM 201 OKLAHOMA CITY, OK 73102 =====	Requisition 12507414-00 FY 2025 Acct No: 1111-60-120-000-000-54455 - Review: Buyer: 6065enerimoo Status: Released <div style="text-align: right;">Page 2</div>
---	--

===== Vendor TEIM DESIGN GROUP PLLC 3020 NW 149TH ST OKLAHOMA CITY, OK 73134 Tel#405-752-1122 =====	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
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/25	004232				Engineer

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 06/16/25 Deborah McDonald			
	Queued 06/16/25 Maria Pinley			
	Queued 06/16/25 Sheena McGrady			
	Queued 06/16/25 Chantel Boso			
	Pending Chantel Boso			
	Pending Ashley Franklin			
	Pending Ashley McMichael			
	Pending Lauren Adkison			
	Pending Long Tran			

Authorized By: _____ Date: _____

Signature