

C O N T R A C T

This CONTRACT made and entered into this ___ day of _____, 2021, by and between Oklahoma Water Resources Board as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY intends to conduct water quality monitoring at approximately ten (10) permanent monitoring locations and fourteen (14) stormwater outfalls within the Lake Thunderbird watershed for the parameters and at the frequencies specified in the City's Lake Thunderbird Total Maximum Daily Load (TMDL) Monitoring Plan. The purpose of this Contract is to obtain and detail the water monitoring services that will be provided by the CONTRACTOR for the success of this Project:

MONITORING SERVICES FOR THE LAKE THUNDERBIRD TMDL, YEARS 6-10

as outlined and set out in the Request for Proposals and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Request for Proposals, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the selected Bidder on the above prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

One hundred fifty-six thousand six hundred seventy-seven and 95/100 Dollars (\$156,677.95);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1. This CONTRACT shall be for a term of one year; however, the CONTRACT shall automatically renew for four (4) successive one-year terms upon appropriation of funds by the City Council.
2. The above agreed upon amount may be subject to change, with approval from both the CONTRACTOR and the CITY, for the following:
 - a. Replacement of equipment that has been vandalized, tampered with, damaged, or malfunctioned to where said equipment can no longer function properly.
 - b. Addition of a new permanent monitoring location or stormwater outfall shall be added to the current list of locations.

3. It may be deemed necessary to move the location of a permanent monitoring location to another pre-determined location within the Lake Thunderbird watershed, as agreed upon by both the CITY and the CONTRACTOR.

The CONTRACTOR shall at his own expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: Attachment A, Summary of Work, The Public Notice published in the Norman Transcript, the Request for Proposal, the Contractor's Proposal, the maps and drawings, Specifications, and Provisions thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

4. The CITY shall make payments to the CONTRACTOR in accordance with Attachment B, Compensation, in the following manner: On a quarterly basis. Invoices shall be due and payable upon receipt. The CITY shall give prompt written notice of any disputed amount and shall pay the remaining amount. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as requested to aid as a guide in the preparation of the quarterly estimates.

Each quarterly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.9.

5. That the CITY shall pay the CONTRACTOR for the work performed and expenses incurred as submitted on the quarterly invoices, provided that those invoices do not exceed the total amount of the contract agreed upon by both parties for the contract year. Any costs above the contract amount must be agreed upon by both parties prior to procurement of such costs, or they will be the responsibility of the CONTRACTOR.
6. The CONTRACTOR agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONTRACTOR as part of the scope of services ("documents and materials") shall be the exclusive property of the CITY and shall, upon completion of the services or termination of this Agreement, be delivered to the CITY.

At OWNER's request, the CITY shall be entitled to immediate possession of, and CONTRACTOR shall furnish to the CITY within ten days, all of the documents and materials. CONTRACTOR may retain copies of these documents and materials.

7. Any notice required by this CONTRACT shall be made in writing to the address specified below:

OWNER:
Carrie Evenson, Ph.D., P.E., CFM
Stormwater Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONTRACTOR:

Jason Murphy
Streams/Rivers Project Coordinator
3800 North Classen Boulevard
Oklahoma City, OK 73118

8. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

9. The attached sworn, notarized contract affidavit must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CITY OF NORMAN

Breea Clark, Mayor Date

ATTEST:

Brenda Hall, City Clerk Date

OKLAHOMA WATER RESOURCES BOARD

Robert L. Stallings, Chairman Date

ATTEST:

Bob Drake, Secretary Date

(SEAL)

CONTRACT AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the State of Oklahoma Water Resources Board (OWRB) to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that the OWRB has not paid, given, donated, or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

DATED this _____ day of _____, 2021

CONTRACTOR

SWORN and subscribed to before me this _____ day of _____, 2021

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT A

GENERAL REQUIREMENTS SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- 1.1.1 Project Description
- 1.1.2 Location
- 1.1.3 Work
- 1.1.4 Deviations to the Accepted Plan
- 1.1.5 Substitutions

1.2 SUBMITTALS

- 1.2.1 Submittal Descriptions (SD)
- 1.2.2 Approving Authority
- 1.2.3 Disapproved Submittals
- 1.2.4 Delivery Schedule and Location

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 Project Description

The work includes stormwater sampling, analysis, and monitoring as outlined in the Lake Thunderbird TMDL Monitoring Plan approved by the DEQ and adopted by the City of Norman.

1.1.2 Location

The work is located at the sampling locations outlined in the Lake Thunderbird TMDL Monitoring Plan approved by the DEQ and adopted by the City of Norman.

1.1.3 Work

Work shall consist of the following:

- a. The purchase, installation, maintenance, security, monitoring, and data gathering from flow monitoring and level measuring gauges, rain gauges, autosamplers, and other equipment as necessary to maintain permanent monitoring locations and stormwater outfalls as described in the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman.
- b. The monthly sampling and analysis of stormwater from permanent monitoring locations in accordance with procedures, frequencies, and methods described in the Lake Thunderbird TMDL Monitoring Plan and at the locations defined in that document and its accompanied Quality Assurance Project Plan (QAPP). Sampling shall be done per standards provided in the EPA technical document “NPDES Storm Water Sampling Guidance Document” (EPA 833-8-92-001).

- c. Monthly reporting of results of flow monitoring, sampling, and analysis of stormwater to the CITY in a format approved by the CITY.
- d. Stormwater outfall discharge sampling and analysis from stormwater outfalls, as described in the Lake Thunderbird TMDL Monitoring Plan, and at the locations set forth in that document, unless the CITY chooses to replace monitoring locations with other locations within the limits of the City of Norman.
- e. The production of an annual report that will include a compilation of all gathered data from sampling, analysis, and field tests, and will provide a conclusion from the data analysis in a format that is determined by the CITY.

1.1.4 Deviations to the Accepted Plan

No deviations to the approved monitoring plan adopted by the City of Norman will be allowed without written approval by the CITY.

1.1.5 Substitutions

Substitution of equipment for monitoring and sampling will only be allowed by written permission by the CITY.

1.2 SUBMITTALS

All submittals shall meet the City of Norman requirements and shall meet requirements stated in the Lake Thunderbird TMDL Monitoring Plan and its associated QAPP as approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman.

Submittals shall include:

- a. Monthly reports that will include a description of sampling, field tests, lab analysis, data handling, and Quality Control for sampling and data gathering in ten designated sampling sites and seven stormwater outfalls in a format determined by the CITY. The submittal shall include one copy in electronic format, including the supporting data.
- b. Annual report of all findings stated in the monthly reports with the conclusion of results in a format determined by the CITY. The submittal shall include one copy in electronic format, including the supporting data.
- c. The custody of all equipment and material purchased for performing the WORK in functional conditions acceptable by the CITY.

The CITY may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Each submittal is to be complete and in sufficient detail to readily allow the determination of compliance with contract requirements.

Prior to submittal, the CONTRACTOR's Quality Assurance/Quality Control (QA/QC) processes will be followed, as outlined in the Project Plan and the CONTRACTOR's Standard Operating Procedures (SOPs). Proposed deviations from the contract requirements are to be clearly identified. Included with submittals are items such as: descriptive literature including, but not limited to, diagrams, operating charts or curves, test reports, samples, operation and maintenance manuals, parts lists, certifications, warranties, and other such required submittals.

Submittals requiring CITY approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby and pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and/or in compliance with existing laws and regulations.

A register tracking submittal requests of equipment and materials required by the specifications shall be provided by the CONTRACTOR. This register will keep track of submittal requests and completed submittals.

1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the QAPP section of the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Samples

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at the conclusion of the work.

SD-02 Outfall Data

Field data, calculations results, analyses results, or other data pertaining to stormwater sampling at the outfall sampling locations.

SD-03 Monitoring Data

Field data, calculations results, analyses results, or other data pertaining to stormwater sampling at the monitoring locations.

Design submittals, design substantiation submittals, and extensions of design submittals.

SD-04 Monthly Reports

Report signed by an authorized official of the testing laboratory and the CONTRACTOR stating that the samples provided have been tested in accord with the specified requirements in the Lake Thunderbird TMDL Monitoring Plan. The resulting data shall

be provided to the CITY for approval in a format previously approved by the CITY and in accordance with the Lake Thunderbird Monitoring Plan.

SD-05 Annual Report

Report signed by an authorized official of the testing laboratory and the CONTRACTOR stating that the samples provided have been tested in accord with the specified requirements in the Lake Thunderbird TMDL Monitoring Plan. The resulting data shall be provided to the CITY for approval in a format previously approved by the CITY and in accordance with Lake Thunderbird Monitoring Plan.

SD-06 Installation, Operation and Maintenance

Installation, operation, maintenance, security, and all other items regarding the required equipment shall be the responsibility of the CONTRACTOR.

1.2.2 Approving Authority

All submittals that are not for information only shall be approved by an authorized representative for the CITY.

1.2.3 Disapproved Submittals

The CONTRACTOR shall make corrections required by the CITY. If the CONTRACTOR considers any correction or notation on the returned submittals to constitute a change to the contract, notice is to be given to the CITY. Failure to point out deviations may result in the CITY requiring rejection and removal of such work at the CONTRACTOR's expense.

1.2.4 Delivery Schedule and Location

Record of monthly findings from each site shall be submitted in a timely manner to the City of Norman via email. Report delivery shall conform to the requirements of the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman. An annual report shall be submitted to the CITY for approval.

ATTACHMENT B

Fee Schedule

- 2.1 REFERENCES
- 2.2 SCHEDULE OF PRICES
- 2.3 PAYMENTS TO THE CONTRACTOR
 - 2.3.1 Obligation of CITY Payments
 - 2.3.2 Withholding of Payments

2.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Lake Thunderbird TMDL Monitoring Plan (“The Monitoring Plan”)

2.2 SCHEDULE OF PRICES

All equipment and work shall meet the requirements stated in the Lake Thunderbird TMDL Monitoring Plan as approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman and its attached QAPP. All equipment shall be approved by the CITY prior to its purchase.

The following is an itemized list of the current personnel and equipment costs for one year of sampling. These costs may vary over time, however any significant changes will be approved by the CITY prior to the expenditure of funds.

<u>Annual Contract Cost for FY21</u>				
Personnel	Lab	Equipment*	Data Plans (Cellular)	Total
\$121,844.15	\$15,930.60	\$15,483.20	\$3,420.00	\$156,677.95
<u>Permanent Station</u>		<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Yearly Cost</u>
Personnel		\$10,356.75	10	\$103,567.50
Lab		\$1,290.38	10	\$12,903.80
Cellular		\$342.00	10	\$3,420.00
<u>Outfall Station</u>		<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Yearly Cost</u>
Personnel		\$2,610.95	7	\$18,276.65
Lab		\$432.40	7	\$3,026.80

<u>Item</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
<u>Autosampler</u>			
ISCO Avalanche	\$5,630.00	1	\$5,630.00
4 Bottle configuration w/ 5L bottles	\$110.00	1	\$110.00
Suction line (500 ft)	\$340.00	1	\$340.00
Strainer	\$75.00	1	\$75.00
Contact closure line (\$59 + 2.19 / ft)	\$2.19	50	\$168.50
Jobsite chest	\$744.50	1	\$744.50
Deep cycle batteries	\$120.00	2	\$240.00
100W Solar panel	\$150.00	1	\$150.00
Misc. installation materials	\$300.00	1	\$300.00
<u>Gauging Station</u>			
Rain bucket	\$795.00	1	\$795.00
Data logger w/ telemetry	\$1,050.00	1	\$1,050.00
Water level gauge	\$3,388.00	1	\$3,388.00
Gauge house	\$700.00	1	\$700.00
20W Solar panel	\$100.00	1	\$100.00
Misc. installation materials	\$200.00	1	\$200.00
Orifice line	\$200.00	1	\$200.00
Shipping	\$400.00	1	\$400.00
<u>Personnel</u>			
Gauge install	\$89.22	10	\$892.20
<u>Total</u>			\$15,483.20

2.3 PAYMENTS TO THE CONTRACTOR

Payments will be made on submission of itemized requests by the CONTRACTOR, which comply with the requirements of this section and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the CONTRACTOR.

2.3.1 Obligation of CITY Payments

The obligation of the CITY to make payments required under the provisions of this contract will, at the discretion of the CITY, be subject to reductions and/or suspensions because of the following:

- a. Reasonable deductions due to defects in materials or workmanship.
- b. Claims which the CITY may have against the CONTRACTOR under, or in connection with this contract.
- c. Unless otherwise adjusted, repayment to the CITY upon demand for overpayments made to the CONTRACTOR.

- d. Failure to provide up-to-date records of data and satisfactory reports.

2.3.2 Withholding of Payments

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information, only submittals found to contain errors or deviations from the Solicitation will be accepted.