

October 15, 2014

City of Norman
Attn: Geri Wellborn, Water Treatment Plant Lab Manager
P.O. Box 370
201 West Gray
Norman, OK 73070

Subject: Professional Services for Backflow Prevention / Cross-Connection Control Program

Dear Ms. Wellborn:

This letter of agreement confirms that Hardin & Associates Consulting (HAC) will assist in the management and implementation of the City of Norman's Backflow Prevention Cross-Connection Control Program. Our project team is comprised of individuals with over 100 years of combined experience in the water and wastewater industry. HAC has assisted many cities with the development of federal and state legislative compliance programs including Backflow Prevention / Cross-Connection Control programs. As part of the project, HAC will provide third party Cross-Connection Control compliance inspections. These inspections include Water Use Survey Inspections to ensure regulatory compliance is being achieved as required by Oklahoma Department of Environmental Quality (ODEQ), Title 252, Chapter 631. Public Water Supply Operation. The Cross-Connection Control Water Use Surveys will capture existing backflow prevention devices, cross-connections and identify any corrective actions necessary for compliance.

SCOPE OF WORK

The scope of services to be performed by HAC under this letter agreement is described in Exhibit A.

Total project costs for this scope of service will not exceed \$40,000.00 without prior written approval from the City of Norman. These costs include labor, travel, and other direct costs associated with this assignment. A description of each task, along with labor hours and rates, is provided for your review (see Exhibit B & C).

All work will be performed in accordance with HAC's attached (see Exhibit D) **Standard Terms and Conditions**. To accept this proposal, please sign and date two copies and return one copy to HAC within 10 days.

The work defined herein shall begin after HAC receives the signed copy of this letter agreement from you.



**HARDIN &
ASSOCIATES
CONSULTING, LLC**

Contract No. K-1415-75

Please review the enclosed scope and fee, and feel free to contact me with any questions or comments at 972-823-8800 or via email at bhardin@hactexas.com.

We look forward to the opportunity to perform the work for you.

Sincerely yours,

Hardin & Associates Consulting, LLC

The undersigned agrees to the Terms and
Conditions of this Letter Agreement
attached hereto.

City of Norman

Byron R. Hardin, President

Signature _____

Printed Name _____

Title _____

Date _____

Attachment

EXHIBIT A

SCOPE OF WORK

The purpose of this scope of services is for the City of Norman to allow Hardin & Associates Consulting, LLC (HAC) to manage the functions necessary to establish a comprehensive program for compliance to the City of Norman's Backflow Prevention / Cross-Connection Control Program.

BACKGROUND

Oklahoma has promulgated regulations that mandate that all public water suppliers have a program to require backflow prevention devices be installed to protect against contamination of public water supplies. ODEQ required that all public water systems comply with Oklahoma Administrative Code, Title 252, and Chapter 631 -3-17 Water System Connections which states as follows:

252:631-3-17. Water system connections

(a) PWS systems must not allow the connection of a new customer without an approved sewage disposal system, as defined in OAC 252:641 (Individual and Small Public On-Site Sewage Disposal Systems) or OAC 252:656 (Water Pollution Control Construction).

(b) PWS systems shall:

(1) not allow a physical connection between a line carrying a public drinking water supply and a line carrying water of unknown or questionable quality.

(2) not allow connections from any PWS system to any device or system that poses a health threat unless it is equipped with an air gap of at least 6 inches or two pipe diameters, whichever is larger, above the overflow or drain pipe. The installation of a reduced pressure zone backflow prevention device will be considered in lieu of an air gap. To allow maintenance on the backflow prevention device, the design shall include a diversion line with equal backflow prevention. Do not locate backflow prevention devices in a pit or vault where they can become submerged. A fire suppression system is not considered a hazardous water supply.

(3) not allow a cross-connection between a public water system and any private water system.

(4) provide an air gap at all points where finished water is connected to a drain.

The ODEQ enforces these regulations and evaluates public water systems for compliance through its public water system inspection program. All systems found **without a program or with an inadequate program** may risk potential enforcement action from the ODEQ.

TASKS NECESSARY TO ACHIEVE AGREEMENT

The major tasks that will be performed by HAC include the following:

Task 1 – Project Management

HAC Project Manager will be responsible for the following:

- 1.1 Lead the project efforts;
- 1.2 Review and monitor inspections results;
- 1.3 Schedule and organize meetings and assignments;
- 1.4 Provide three site meetings as needed;
- 1.5 Serve as the key contact between the City of Norman and HAC; and
- 1.6 Ensure that the project is completed in accordance with the Scope of Work and schedule.

Task 2 – Administrative

- 2.1. HAC will provide administrative functions for project;
- 2.2. HAC will develop special correspondence letters as needed for project; and
- 2.3. HAC will develop forms as required for project.

Task 3 – Identification of Backflow/Cross-Connection Devices

HAC will develop an approach to identify the types and number of possible water utility connections that could require annual inspection and testing. This will require a listing, provided by City of Norman staff, of water and sewer customer accounts by class (no personal account information is required) . All appropriate accounts by class will be reviewed by HAC to determine the type of account and possible risk associated with potential cross-connection.

- 3.1 Review the current list, provided by City of Norman staff, of existing backflow prevention assemblies;
- 3.2 Develop a list identifying additional water service connections and/or facilities that may require backflow prevention assemblies; and
- 3.3 Identify and classify additional customers into health risk groups.

Task 4 - Identify Estimated Annual Revenues Involved with Inspection Program

HAC will project the annual revenues that could be generated from the program activities.

- 4.1 HAC will benchmark the City of Norman's program against similar sized communities' programs to determine recommended fees to offset program costs.

Task 5 – Review Existing Ordinance for Cross-Connection Compliance per ODEQ

The Compliance Review is critical to ensure that the City of Norman's Backflow Prevention and Cross-Connection Control internal administrative policies and procedures are followed by City staff or its contractors to avoid enforcement action from ODEQ. A draft ordinance will be developed with the assistance of City of Norman staff to incorporate newly proposed sections designed to enhance the existing ordinance. HAC will include the following in the draft ordinance:

- 5.1 Relevant ODEQ rules and regulations necessary for compliance;
- 5.2 Review of City Plumbing Inspection guidelines and inspection procedures;
- 5.3 Review current plumbing code for cross-connection requirements;
- 5.4 Develop forms and Standard Operating Procedures for program (as needed);
- 5.5 Development of a Fees section designed to capture program costs;
- 5.6 New Enforcement and Penalties section for noncompliance;
- 5.7 Annual testing requirements for required backflow prevention assemblies; and
- 5.8 Registration process for privatized testing of backflow prevention assemblies.

Task 6 – Inspection Services

Conduct Cross-connection Control Water Use Surveys for the purpose of identifying existing backflow prevention assembly currently in place and recommendations for protection for identified violations.

- 6.1 HAC will conduct Cross-connection Control Water Use Surveys Inspections and Re-inspections on existing facilities for the purpose of validating newly discovered backflow prevention devices to be entered into the City's backflow data management system.

Task 7 - Training Services

Provide training and support for City of Norman staff regarding Cross-connection Control Water Use Surveys Inspections, Backflow program management and BSI Online tracking system.

- 7.1 Training and Support, Including training staff with use of the BSI Online system; and
- 7.2 Conducting 16 hour Cross-connection Control and Backflow Prevention training.

EXHIBIT B
PAYMENT OF FEES
CROSS-CONNECTION CONTROL PROGRAM
HARDIN & ASSOCIATES CONSULTING, LLC

The City shall pay HAC for services set forth in Exhibit A on an hourly rate basis and per inspection basis as indicated in the attached schedule below. Each task shall be paid on a Not-to-Exceed basis as follows:

PROGRAM DEVELOPMENT

Task 1: Project Management	\$7,000
Task 2: Administrative	\$1,600
Task 3: Identification of Backflow/Cross-Connection Devices	\$1,850
Task 4: Identify Estimated Annual Revenues	\$ 700
Task 5: Review Existing Cross-Connection Ordinance for ODEQ Compliance	\$5,350
Task 6: Inspection Services	\$15,500
Task 7: Training Service	\$7,950
Section Total	\$40,000

EXHIBIT C
RATE SCHEDULE
CROSS-CONNECTION CONTROL PROGRAM
HARDIN & ASSOCIATES CONSULTING, LLC

COMPENSATION

Project Team Member	Labor Rate*
Senior Project Manager	\$150 per hour
Technical Advisor	\$125 per hour
Senior Water Quality Inspector	\$125 per hour
BSI Program Manager	\$150 per hour
Administrative Assistant	\$50 per hour

*These costs include all labor, per diem, materials and other costs associated with this assignment.

Task	Sub-Task	City of Norman	Project Manager \$150 per hour	Senior Tec Advisor \$125 per hour	Senior Water Quality Inspector \$125 per our	BSI Program Manager \$ 150 per hour	Admin Assistant \$50 per hour	Cost
1.		Project Management						\$7,000
	1.1	Lead the project efforts	4					600
	1.2	Review and monitor inspections results	4					600
	1.3	Schedule /organize meetings and assignments	4					600
	1.4	Provide three site meetings as needed	24				8	4,000
	1.5	Serve as contact between the City of Norman and HAC	4					600
	1.6	Ensure project is in accordance with the Scope of Work and schedule	4					600
2.		Administrative						\$1,600
	2.1	Administrative functions for project					16	800
	2.2	Development of special correspondence					8	400

	2.3	Development of forms required for project					8	400
3.		Identification of Backflow/Cross-Connection Devices						\$1,850
	3.1	3.1 Review current City of Norman list of existing backflow prevention assemblies	4				4	800
	3.2	Develop list identifying additional water service connections and/or facilities that may require backflow prevention assemblies	2				6	600
	3.3	Identify and classify customers into health risk groups	1				6	450
4.		Estimate Annual Revenues Involved with Inspection Program						\$700
	4.1	Benchmark similar sized communities' to determine recommended fees	2				8	700
5.		Review Existing Ordinance for Cross-Connection Compliance per ODEQ						\$5,350
	5.1	Identify ODEQ rules and regulations necessary for compliance	8	4				1,700
	5.2	Review of City Plumbing Inspection guidelines and inspection procedures	2	2				550
	5.3	Review current plumbing code for cross-connection requirements	2	4				800

	5.4	Develop forms and SOP's for program					6	300
	5.5	Development of a fees section to capture program costs	2					300
	5.6	Enforcement and Penalties section for noncompliance	2					300
	5.7	Annual testing requirements for new assemblies	2					300
	5.8	Registration for privatized testing of assemblies.	2				16	1,100
6.		Inspection services						\$15,500
	6.1	Conduct Cross-connection Control Water Use Surveys on new and existing facilities			120		10	15,500
7.		Training Services						\$7,950
	7.1	Training staff with use of the BSI Online system	1			32		4,950
	7.2	Conduct 16 hour Cross-connection Control and Backflow Prevention training		24				3,000
							Total	\$39,950.00

EXHIBIT D

HARDIN & ASSOCIATES CONSULTING, LLC STANDARD TERMS AND CONDITIONS

I. SCOPE

Hardin & Associates Consulting, LLC (HAC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of HAC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services Article I in accordance with the compensation provisions in the proposal. Payment to HAC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and HAC Contractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, HAC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

STANDARD OF CARE. HAC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. HAC does not expressly or impliedly warrant or guarantee its services.

RELIANCE UPON INFORMATION PROVIDED BY OTHERS. If HAC's performance of services hereunder requires HAC to rely on information provided by other parties (excepting

HAC's Contractors), HAC shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. INDEMNIFICATION

HAC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of HAC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall HAC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. INSURANCE

HAC shall maintain during the life of the Agreement the following minimum insurance:

1. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Professional liability** insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. A certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

HAC shall be entitled, to the extent determined to be appropriate by HAC, to Subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, HAC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to a registered engineering affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which HAC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, HAC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and HAC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Oklahoma. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

HAC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of HAC. HAC will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by HAC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on HAC's performance of its services hereunder.

XIII. WORK PRODUCT

HAC and Client recognize that HAC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify HAC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to HAC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. HAC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then HAC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By HAC.** By written notice to Client, HAC may suspend the Work if HAC reasonably determines that working conditions at the Site (outside HAC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by HAC that are interfering with the normal progress of the Work. HAC's suspension of Work hereunder shall be without prejudice to any other remedy of HAC at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

**Hardin & Associates Consulting/Client
Standard Terms and Conditions (cont)**

1. **By Client** (a) for its convenience on 30 days' notice to HAC, or (b) for cause, if HAC materially breaches this Agreement through no fault of Client and HAC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to HAC.
2. **By HAC** (a) for cause, if Client materially breaches this Agreement through no fault of HAC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after HAC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or HAC in the aggregate for more than 30 days.
3. **Payment upon Termination**. In the event of termination, HAC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. HAC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the HAC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.