

CONTRACT

THIS CONTRACT made and entered into this 1 day of July, 2019, by and between **Pace Analytical, LLC** as Party of the First Part, hereinafter designated as the CONTRACTOR, and the Norman Utility Authority, a municipal corporation, hereinafter designated as the NUA, Party of the Second Part.

WITNESSETH

WHEREAS, the NUA has caused to be prepared in accordance with law, specifications, and other documents for the work hereinafter described and has approved and adopted all of said documents, and to be given and advertised as required by law, and has received proposals for the furnishing of all labor and materials for the following project:

**Laboratory Services for the Water Treatment Facility, Water Reclamation Facility,
and Environmental Services**

as outlined and set out in the RFP#1819-77 and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said RFP#1819-77, has submitted to the NUA in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the NUA, 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 ranking firm on the above prepared project, and has duly awarded this CONTRACT to said CONTRACTOR;

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at the CONTRACTOR'S own cost and expense, furnish all labor, materials, tools, equipment, sample pick up, and transportation as required to satisfactorily perform and complete said laboratory analysis.

2a) All laboratory analysis for wastewater and biosolids samples shall be conducted in strict accordance with specifications outlined in the City of Norman's Oklahoma Pollutant Discharge Elimination System (OPDES) permit #OK0029190 and acceptable to the Environmental Protection Agency and Oklahoma Department of Environmental Quality. OPDES permit #0029190, Code of Federal Regulations Chapter 40 Part 136 (40 CFR Part 136), 40 CFR Part 503 are made a part of this CONTRACT as fully as if the same were set out at length.

2b) All laboratory analysis for drinking water samples shall be conducted in strict accordance with specifications outlined in Standard Methods for the Examination of Water and Wastewater, 21st edition and/or 40 CFR Part 141.

3) That the NUA shall pay the CONTRACTOR for the work performed as follows:

a. Payment for the unit price items shall be at the unit price set forth in the following price schedule.

b. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, an amount equal to the value of the defective or questionable work shall not be paid until the defects are remedied.

4) That the NUA reserves the right to add to or subtract from the estimated quantities or amount of work as discussed in the RFP#1819-77. The work to be performed or deducted shall be at the unit price listed in the price schedule in section 3.a.

5) The NUA designates the following people as designated representatives for the purposes of this contract unless otherwise stated:

- a. Utilities Manager, Water Treatment/Water Reclamation Divisions
- b. Utilities Supervisor, Water Treatment /Water Reclamation Divisions
- c. Environmental Services Coordinator
- d. Assistant Environmental Services Coordinator
- e. Laboratory Manager, Water Treatment Division Water Reclamation Division

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by the NUA through one of its designated representatives; and that in the event any additional work or materials are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by one of the NUA's designees, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties.

Performing a replicate analysis on a sample shall not result in an additional charge unless agreed to in advance by an authorized representative of the NUA.

8) The CONTRACTOR shall maintain certification with the Oklahoma Department of Environmental Quality (ODEQ) to perform all of the laboratory analysis agreed to by this contract. If this certification is terminated for whatever reason, the CONTRACTOR shall immediately notify the NUA. Loss of ODEQ certification may be grounds for termination of this contract.

9) The CONTRACTOR will provide electronic copies of analytical reports with original signatures to the NUA designee within 10 working days of receipt of samples. Failure to do so will result in a deduction of (20%) twenty percent of the cost of the work, per day of delay, up to the full price of the work. Repeated failures to provide data in a timely manner may be grounds for termination of this contract

10) Standard turnaround time is 7-10 days however, if the NUA requests expedited turnaround time for data reporting on a sample analysis, the NUA will pay at a higher rate, as specified below, than listed in the schedule at 3.a. No same day rush is available in Oklahoma. The cost for a (24) twenty-four hour turnaround time will be the list price x 2.0. The cost for a

(48) forty-eight hour turnaround time will be the list price x 1.75. The cost for a (3) three-day turnaround time will be the list price x 1.5. The cost for a (5) five-day turnaround time will be the list price x 1.25.

11) The NUA will provide the CONTRACTOR with a minimum of (4) four hours verbal notice for sample pick up, not prescheduled or routine. Such notice will be made to the CONTRACTOR'S Oklahoma Regional Office.

12) All analytical data supplied by the CONTRACTOR shall be legally defensible. Failure to provide legally defensible data may be grounds for termination of this contract.

13) The CONTRACTOR or the CONTRACTOR'S employees shall conduct all analysis of samples, unless otherwise agreed to by the NUA.

14) All samples will be appropriately stored to preserve the integrity of the sample for a minimum of 30 days by the CONTRACTOR.

15) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written and shall be in effect for a period of one (1) year.

16) Unless written notice of termination or renegotiations of any or all portions of this contract, including unit cost, is given by the NUA or CONTRACTOR at least (60) sixty days prior to the expiration date of this contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a (12) twelve month period, with provisions for automatic renewal to apply to each successive (12) twelve month period thereafter.

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 NUA 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 NUA or in any way to restrict the freedom of the NUA to exercise full discretion in its dealing with the CONTRACTOR.

17) The sworn statement below must be signed and notarized before this Contract will become effective.

STATE OF Texas)
COUNTY OF Collin) SS

Tim Gramling, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the NUA. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the NUA any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

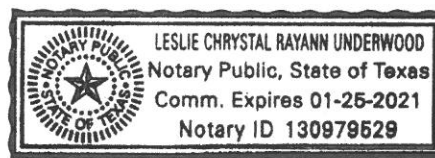
Tim Gramling

Subscribed and sworn to before me this 25 day
of July, 20 19.

Leslie Chrystal Underwood

Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ___ day of ___, 20 ___, and the 25th day of July, 20 19.

(Corporate Seal)(where applicable)

ATTEST:

Corporate Secretary (where applicable)

Pace Analytical
Principal
Signed: Tim Gramling
Authorized Representative
Assistant GM
Title

Address: 400 W Bethany Suite 190
Allen, TX 75013

Telephone: 469-675-7058

Contract No. K-1920-37

CONTRACT AFFIDAVIT

STATE OF Texas)
COUNTY OF Gregg) SS

Carolyn Rominger (CFO), of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the firm of Ana-Lab Corporation to submit the above Contract to the Norman Utilities Authority.

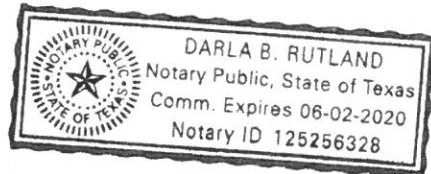
Crominger

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

Pace Analytical Services
CONTRACTOR

Subscribed and sworn to before me this 30 day of July, 2019.

Darla Rutland
Notary Public

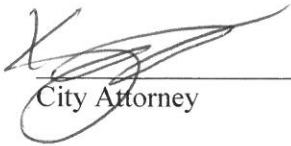


My Commission Expires:

06 / 02, 2022

Norman Utilities Authority:

Approved as to form and legality this 19 day of August, 2019.



City Attorney

Approved by the Norman Utilities Authority, this _____ day of _____,
20____.

ATTEST:

Secretary

Chairman