



office memorandum

DATE: August 4, 2021

TO: Darrel Pyle, City Manager

THROUGH: Shawn O'Leary, Director of Public Works *SO*

FROM: Carrie Evenson, Stormwater Program Manager *cje*

SUBJECT: Approval of Contract J-K-2122-34 with Kleinfelder, Inc., for \$18,100 for Design of an Interactive Stormwater Model for Public Education and Outreach

BACKGROUND:

The City of Norman (City) was designated by rule under 40 CFR §122.32(a)(1) as a Phase II Municipal Separate Storm Sewer System (MS4) City subject to the 1999 Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency (EPA). On September 9, 1997, EPA delegated responsibility for stormwater discharges associated with construction sites, industrial sites, and Phase I and II MS4s to the Oklahoma Department of Environmental Quality (DEQ). Under this delegation authority, DEQ issued General Permit OKR04 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems in Small Cities, Urbanized Areas, and Other County Areas in the State of Oklahoma on February 8, 2005. On November 29, 2005, the City received Authorization No. OKR040015, which is reauthorized on a 5-year permit cycle basis.

As part of the requirements of OKR04, the City developed a Stormwater Management Program (SMP). The SMP must address six areas, called Minimum Control Measures (MCMs), as follows:

- Public Education and Outreach Program
- Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Management in New Development and Redevelopment
- Pollution Prevention/Good Housekeeping for MS4 Operations

For each MCM, the City must:

- Select appropriate Best Management Practices (BMP), which are various methods of reducing pollutants in stormwater runoff.
- Define measurable goals for each BMP.
- Establish an implementation schedule.
- Assign a responsible person or persons for implementing all activities.

DISCUSSION:

As part of MCM No. 1, Public Education and Outreach, the City of Norman is required to educate the public on stormwater and the impact everyday actions can have on stormwater quality. This can be done through a variety of activities. Stormwater Division staff have found that hands-on activities are often the most effective means to teach the public about all aspects of stormwater.

To further the City of Norman's educational efforts, staff attend conferences and network with other stormwater program managers across the country. In one recent virtual conference, we had the opportunity to hear from colleagues in Cambridge, MA. Cambridge is currently a combined sewer system in which stormwater runoff and sanitary sewer flows are contained within a single pipe system. The city is beginning the process of separating stormwater from the sanitary sewer system and needed a way to educate the public on the path these different sources of water take. They worked with Kleinfelder, Inc., to create the interactive model shown in the figure below. On one side of the model is a combined sewer system, and on the other side is a separate sewer system. The public can they trace the flow of water through each system from rooftop through pipes to its

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ultimate destination. According to the Cambridge project manager, the model is a great tool to educate the public and has received tremendous positive feedback.

The Stormwater Division reached out to Kleinfelder, Inc., regarding the development of something similar after a search found no local consultants able to help. If approved, this project will involve the design and purchase of materials to build an interactive model of a separate storm sewer system that will include a local streetscape with an urban and rural setting and green infrastructure elements.

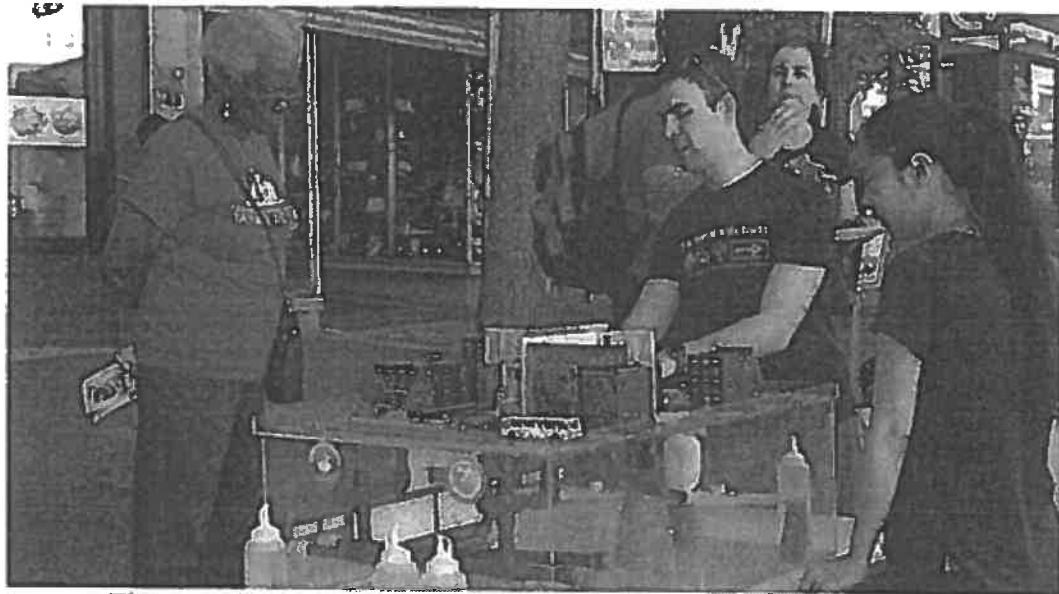


Figure 1: Similar Interactive Model Designed and Built for Cambridge, MA

Staff began negotiations with Kleinfelder, Inc., in October 2020. Budgeted capital funds in the amount of \$18,100.00 are available for this project in Account No. 50599968-46201, Project No. DR0061. The project is scheduled to begin in August 2021.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-34 between the City of Norman and Kleinfelder, Inc., to provide consulting services for development of an interactive stormwater model to enhance educational activities for the Lake Thunderbird Watershed TMDL and the City of Norman MS4 program.

Approved by: Al Frazier for DP Not Approved: _____

Reviewed by: Shawn O'Leary, Director of Public Works
Kathryn Walker, City Attorney *KW*

CLIENT PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
THE INTERACTIVE STORMWATER MODEL

This Agreement is made on: July 22, 2021

Between City of Norman, OK with offices at Norman, OK (**Client**)

And Kleinfelder, Inc. with offices at Boston, MA (**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated March 26, 2021, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement; and
 - (d) fourth, those portions of Client's agreement with Owner dated (Prime Agreement), if and as applicable to Kleinfelder and incorporated as provided in clause 1.4 (Appendix B).
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.
- 1.4 Kleinfelder agrees to be bound to Client in the same way Client is bound to City of Norman, OK (**Owner**), to the extent the provisions referenced at clause 1.1(d) are applicable to the Services and provided those provisions of the Prime Agreement are identified and furnished to Kleinfelder by the time of entering into this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, Services). The Proposal also shall specify Client's project for which the Services will be performed (Project), the location of Client's Project for providing the Services (Site), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.3 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.4 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.5 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than 10 weeks after contract execution, unless earlier terminated by either party or extended by the parties' mutual written agreement. Time is of the essence, in accordance with sound professional practices.

- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred in conformance with this Agreement through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- ☐ Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - ☒ Client will pay a **lump sum** of \$18,100. Kleinfelder will invoice monthly on a percentage completed basis.
 - ☐ Client will pay on a **time and material basis not to exceed** the sum of \$. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all undisputed outstanding payments, including interest charges.
- 6.6 Subject to Article 12., Allocation and Risk of Indemnities, each party will be entitled to recover from Client all its reasonable expenses and reasonable attorneys fees'
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain the following insurance during the term of this Agreement:
- (a) Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
 - (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
 - (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;

- (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
- (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
- (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees **to the extent permitted by applicable law, including the Constitution of the state of Oklahoma**, from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities.. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities **to the extent permitted by applicable law, including the Constitution of the state of Oklahoma**. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.

- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. NO CONTROL OF MEANS AND METHODS OF OTHERS

13.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and

14. SITE ACCESS

14.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

15. WARRANTY OF TITLE, WASTE OWNERSHIP

- 15.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

16. DISPUTE RESOLUTION

- 16.1 A party shall be entitled to seek injunctive or other interlocutory relief.
- 16.2 Either party may file suit in an appropriate court in the state where the Services are performed.
- 16.3 This clause survives termination or expiry of this Agreement.

17. MISCELLANEOUS

- 17.1 This Agreement is governed and construed in accordance with the laws of the state of Oklahoma. The parties hereby submit to the jurisdiction of the courts of the state of Oklahoma and waive any right to object to any proceedings being brought in those courts.
- 17.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 17.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

- 17.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 17.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 17.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 17.7 Each party must do anything necessary to give full effect to this Agreement.
- 17.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 17.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 17.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 17.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have executed this Agreement.

DATED this 22 nd day of July, 2021.

The City of Norman
(Client)

Signature [Signature]
Name ANTHONY FRANCISCO
Title ACTION CITY MANAGER
Date 5 AUGUST 2021

Attest:

[Signature]
City Clerk



Kleinfelder, Inc.

Signature [Signature]
Name THOMAS J. RITCHIE III
Title VICE-PRESIDENT, AREA MANAGER
Date JULY 22, 2021

Attest:

[Signature]
Assistant Secretary

Approved as to form and legality this 5 day of AUGUST 2021

[Signature]
City Attorney

ATTACHMENTS: Appendix A, Kleinfelder Proposal

Attachment A
Kleinfelder Proposal

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model

City of Norman, OK - Interactive Stormwater Model



Background

Kleinfelder proposes to provide consulting services to the Stormwater Division of City of Norman, OK (the City). The City requested that we develop an Interactive Stormwater Model for education and outreach purposes. We understand that the City provides education and outreach to their community under the Municipal Separate Storm Sewer System (MS4) from the Oklahoma Department of Environmental Quality. The City has an existing set of educational materials and events relating to water quality and stormwater runoff that can be enhanced by an Interactive Stormwater Model. This tool for all ages will provide the City with an exciting and innovative way to educate the public on watershed and infrastructure management challenges, showcase how water moves through drainage systems, and encourage actions that improve water quality.

Approach

We are providing two alternative approaches to delivering the Interactive Stormwater Model to meet the City's goals and possible budget constraints. The price proposal can be scaled, should the City request more than one model.

Alternative 1: Interactive Stormwater Model – Supported Assembly

Based on our discussion, Kleinfelder would:

- Adapt and customize an existing design for this educational tool to include a local streetscape with an urban and rural setting and green infrastructure elements.
- Purchase supplies and materials.
- Cut holes in the Interactive Stormwater Model casing for surface-to-subsurface connections.
- Develop a one-page infographic to explain the Interactive Stormwater Model.

The pricing includes the following for delivery and support:

1. A step-by-step suggested assembly plan and kit for the City to perform the assembly of the Interactive Stormwater Model.
2. This approach includes up to 8 hours of assembly support.

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model



Table 1 provides a summary of the proposed tasks, deliverables, and project costs.

Table 1: Alternative 1: Interactive Stormwater Model Cost Proposal
Supported Assembly*

Task and Deliverables	Deliverable	Estimated Consultant Level of Effort (hours)	Estimated Consultant Budget (\$)
Task 1 – Design and Purchase of Materials	Draft & final model design and infographic, purchase of materials, meetings, and coordination	68	\$10,400
Task 2 – Assembly Plan	Develop a step-by-step assembly plan and shipping	24	\$3,800
Task 3 – Assembly Support	Up to 8 hours of assembly support	8	\$1,400
Total Consultant Labor		100	\$15,600
Estimated Expenses (materials/supplies, printing, shipping)		-	\$2,500
Total Project Costs		-	\$18,100

*Kleinfelder's budget estimate assumes labor rates for calendar year 2020 and may be adjusted if this contract is executed after December 31, 2020.

Schedule

We anticipate both approaches for the Interactive Stormwater Model would be completed within 10 weeks of contract execution.

Please note that the anticipated schedule does not include delays related to COVID.

March 26, 2021

Price Proposal (v3) – Interactive Stormwater Model



MODEL LIMITATIONS

The depiction made in the interactive stormwater model reflects the professional judgment of the project team applying the standard of care consistent with the level of care and skill of other professionals undertaking similar work in the same locality under similar conditions at the date the services are provided. The depiction made in the model is representative based on existing infrastructure but are not guaranteed to represent future infrastructure. For these reasons, the depiction contained in the model provide an understanding of the City's existing objectives based on the knowledge available to Kleinfelder as of the date provided. We disclaim any undertaking to update the model in the future.

The interactive stormwater model (including the design, supplies, materials, documents) are provided without any guarantees or warranty. In association with the Interactive Stormwater Model, Kleinfelder makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of noninfringement of third party rights. Use of the model (including any of its components) is at the user's risk. No warranties of any kind, expressed or implied, are provided, including usage, merchantability, content, interpretation, sequence, accuracy, currency or timeliness. Materials and supplies used to design the model may not be the most currently available and are subject to change.

The interactive stormwater model should be accepted and used by the City of Norman with the understanding that the model will be used for education and outreach purposes only and for no other purpose. No liability is assumed as to the accuracy, sufficiency or suitability of the information contained in the model for any other particular use. Kleinfelder assumes no liability whatsoever associated with the use or misuse of such model.

Any reliance upon the model to make conclusions is at the sole discretion and risk of the user. This information is provided with the understanding that the model is not guaranteed to be accurate or correct and assumes no responsibility for errors or omissions.