

AGREEMENT FOR SERVICES

This Agreement for Services is entered into on the \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as "City" and Preferred Service CNG, LLC, an Oklahoma limited liability company, hereinafter referred to as "Contractor" for the provision of certain monitoring services related to the City's CNG fueling station.

WITNESSETH:

WHEREAS, the City has caused to be issued a Request for Proposals (RFP-2324-24) to conduct monitoring and maintenance of after-hours operations of the City of Norman's CNG Station located at 2351 Goddard Ave., Norman, OK 73069 (the "CNG Station"); and

WHEREAS, the Contractor has submitted a response to the City's RFP-2324-24 setting forth the prices for which Contractor would provide services needed by the City; and

WHEREAS, the Contractor and the City have agreed to enter into a contract setting forth such terms.

**I. Effective Date and Term of Agreement.** The initial term of this Agreement shall begin on January 2, 2024 and end on June 30, 2024. Thereafter, the terms and provisions of this contract may be extended by mutual agreement of the parties for five (5) additional 12 month periods provided sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party.

**II. Obligations of Contractor.**

- A. Monitor and ensure proper operations of the CNG Station seven days a week between the hours of 4:30 p.m. and 7:30 a.m, Mondays through Thursdays and beginning at 4:30 p.m on Fridays until 7:30 a.m. on Mondays.
- B. Oversee the installation and maintenance of proprietary monitoring hardware and/or software to provide remote access to the CNG station's centralized controller (if needed).
- C. Provide an Apple Products Tablet for each technician who will need access to the CNG station's centralized controller.
- D. Work with the City's Information Technology Department to add the proprietary application to the new Apple Products Tablets for accessing the CNG station's centralized controller and set up user names and passwords. All tablets and access will need to be approved by the City.
- E. Verify that the slow fill operation has begun at 7:00 pm each night.

- F. Ensure the CNG storage and slow fill have a minimum of 3600psi by 6:00 am each day.
- G. The Contractor shall respond to all alarms and/or shutdowns within fifteen (15) minutes of notification. If the CNG station is going to be down for more than two (2) hours, the Contractor shall immediately call the Fleet designated personnel set forth in Section VII.
- H. Keep a record of and provide the Fleet Division a weekly log of all alarms, the mid, high, and slow fill pressure when checked before 6:00 am each day, and any action taken to remedy the alarms. The contractor will also provide, by email, a weekly & monthly log stating what compressor or other attributes were affected by those alarms. The form can only be altered from this format by written agreement from the City of Norman Fleet Division management. Relevant forms are attached to this Agreement as Attachment A and Attachment B.
- I. If the slow fill will not be available by 6:00 am each workday, the Contractor shall contact the Fleet Supervisor and Fleet Program Manager within a reasonable amount of time.
- J. Provide an email to the Fleet Division personnel identified herein by 9:00 am the following morning every time a red alarm is reset or any time personnel is on-site to access the CNG station.
- K. Assess red alarms and reset them as needed to ensure the station maintains safe operations.
- L. Physically access the CNG station to assess the issue and manually reset the station if the remote reset does not remedy the alarm and/or concern. The Contractor is to provide a timeline for service if the need to physically access the CNG station occurs.
- M. The Contractor will secure all doors, gates, and entryways before leaving the CNG station.
- N. The Contractor will provide an "on-call" phone number that will be posted on a City-provided sign at the CNG station for the customer to contact for after-hours concerns. This phone will be monitored and answered as stated elsewhere herein.
- O. The Contractor will immediately contact the Fleet CNG station phone tree, to be provided by City, in case of emergency or if an issue arises that will not allow the CNG station to be reset remotely and/or on-site. The Contractor will continue to call until contact is made with a City of Norman representative. The Contractor will email the address provided with the details of the issue.
- P. In case of a non-emergency and/or after a station reset, immediately email the

address provided with the details of the issue. This email shall also include the current CNG station operating condition.

- Q. All personnel working under this contract for Contractor must have at a minimum an Oklahoma Department of Labor (DOL) CNG Compressor Level I certified and carry a current certification on their person when they are on-site.
- R. All personnel working under this contract for Contractor must be familiar with all applicable OSHA & DOL Compressor Technician safety regulations and procedures and follow said regulations and procedures every time the contracted personnel is on-site.
- S. Contractor shall not alter any gate, door, or entryway to gain access that they would otherwise not have the authorization to do so without the permission of the City.
- T. Contractor shall schedule, provide an agenda and attend quarterly Fleet Division management team meetings for this project.

### **III. Payment Terms**

#### **A. Rate for Services.**

- i. Base Services. Monitoring equipment, monitoring services, reset of alarms, whether done on-site or remotely, and other services outlined herein that do not constitute emergency services shall be charged at a rate of \$107.50 per hour, with a minimum charge for two hours.
- ii. Emergency and Holiday Services. On-site emergency repair work and services provided on City Holidays (see Attachment C) outside of the regular working hours set forth in Section II(A), shall be charged at a rate of \$161.25 per hour, with a minimum charge for two hours.
- iii. The rate for Services in any given month shall not exceed \$2,000.

B. Materials and Parts. City shall pay actual costs for necessary materials and parts plus a 20% markup if purchased by Contractor.

C. Phone Line. If City requires that a phone line be added for Contractor's use, it shall pay Contractor \$70.00 per month.

### **IV. Indemnification and Liability**

Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Contractor in the performance of services under this Agreement. The City agrees to defend, indemnification and hold harmless Preferred, its officers, servants and employees, from and against any all liability, loss

damage cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the City in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Contractor and the City each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the City or its representatives of the any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Contractor shall in no event be deemed a waiver of any action, right, or remedy otherwise available to the City at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

#### **V. Insurance.**

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- A. Property Damage Liability.—Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- B. All Other Liability.—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- C. Single Occurrence of Accident Liability.—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.
- D. Workers' Compensation – Contractor shall at all times maintain workers' compensation insurance as required by State law.

The insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day's prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement.

#### **VI. Termination**

This Agreement may be terminated by either party upon thirty (30) day written notice to the other party.

#### **VII. Notices**

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

CITY:

Brian Churchwell  
Fleet Equipment Support Supervisor  
1310 Da Vinci St.  
Norman, OK 73069  
Email: [Brian.churchwell@normanok.gov](mailto:Brian.churchwell@normanok.gov)  
Phone: (405) 307-7247

With a copy to:

Mike White  
Fleet Program Manager  
1310 Da Vinci St  
Norman, OK 73069  
Email: [mike.white@normanok.gov](mailto:mike.white@normanok.gov)  
405-307-7247

CONTRACTOR:

Name: *Richard W. Marson III*  
Title: *Owner*  
321 NW 59<sup>th</sup> Street  
Oklahoma City, OK 73118  
405.840.7855

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of City and Contractor.

**VIII. Disputes**

In the event of a dispute between City and Contractor arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

**IX. Miscellaneous.**

**A. Applicable Law, Severability and Entire Agreement.**

This Agreement, which shall include City's Request for Proposal, and Contractor's Response to the Request for Proposal as if fully set forth herein, shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

B. Nondiscrimination

Contractor agrees further that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

C. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

D. Assignment

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

E. No Third Party Rights

The services provided for in this Agreement are for the sole use and benefit of City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the City of Norman and Preferred Services CNG LLC have executed this Agreement as set forth below. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

**PREFERRED SERVICES CNG LLC**

Name: Richard W. Marson III

Title: Owner

Date: 11-27-2023

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of November, 2023, personally appeared Richard W Marson III to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Tiffany Sattre  
Notary Public



My commission expires: 12/19/2023

**CITY OF NORMAN**

Signature \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to form and legality this 7 day of Dec 2023.

Elizabeth Luckala

City Attorney

**ATTACHMENT A – Weekly Monitoring Report**

DAY	TIME	ALARM INDICATOR	REMOTE/ON-SITE	WORK PERFORMED	CONTRACT EMPLOYEE	Contact City Y/N
Friday						
Saturday						
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						

BEGIN DATE:

DAY	TIME	ALARM INDICATOR	REMOTE/ON-SITE	WORK PERFORMED	CONTRACT EMPLOYEE	Contact City Y/N
Friday						
Saturday						
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						

BEGIN DATE:

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Friday						
Saturday						
Sunday						
Monday						



Tuesday						
Wednesday						
Thursday						

BEGIN DATE:

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Day after Thanksgiving Day	Friday, November 27, 2026
Christmas Eve	Thursday, December 24, 2026
Christmas Day	Friday, December 25, 2026

**Attachment C – City Holidays****2024 Holiday List**

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving Day	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024

**2025 Holiday List**

New Year's Day	Wednesday, January 1, 2025
Martin Luther King Jr. Day	Monday, January 20, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Day after Thanksgiving Day	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025

**2026 Holiday List**

New Year's Day	Thursday, January 1, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026
Independence Day	Saturday, July 4, 2026
Labor Day	Monday, September 7, 2026
Veterans Day	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026

\*\*CON Observing Friday, July 3, 2026