



Office memorandum

DATE: September 11, 2026

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Michele Loudenback, Environmental and Sustainability Manager *ML*

SUBJECT: Approval of Assignment for completion of geotechnical work for the Sequoyah Trails Pond Retrofit after vendor corporate acquisition.

BACKGROUND:

Contract K-2324-136 was approved on February 27, 2024, with Burgess Engineering and Testing to provide on-call professional services related to construction testing. A geotechnical assessment of the Sequoyah Trails pond is necessary before the water quality retrofit design can move forward and so a work order was created in July with Burgess under the on-call agreement. Shortly after work began on the work order, Burgess was bought by Standard Engineering and Field Services. Design of the retrofit for water quality benefits the Sequoyah Trails pond, located within the Woodcrest Creek basin of the Lake Thunderbird watershed, as this basin is one of the highest sources of nutrients in the city.

DISCUSSION:

To allow design work to continue, staff recommends assignment of the work order for this project to Standard. Standard provided an acceptable and reasonable proposal to accomplish this assessment and have retained much of the same project staff. To date, no payment has been made, and Standard has agreed to honor the previous scope and fee.

Staff recommends approval of the Project Data Sheet and Agreement for Services to complete the work allowed by Work Order No. ES001 to Contract K-2324-136 in the amount not-to-exceed \$6,600 for geotechnical testing services with funding from the Lake Thunderbird TMDL Project (50599968-46201 / DR0061) which has an available balance of \$1,710,294.76.

Reviewed by: Chris Mattingly, Director of Utilities *CM*

9-14-26
Date

[Signature]
Signature

☒ APPROVED
☐ DISAPPROVED

BY:

☒ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

cc: Anthony Purinton, Assistant City Attorney

STANDARD ENGINEERING & FIELD SERVICES -- PROJECT DATA SHEET & AGREEMENT FOR SERVICES

To ensure proper report distribution, invoicing, and specification interpretation, please provide the following, in detail, including valid email addresses:

Client Firm/Entity	<u>NJA</u>	Standard Proposal No.:	
Address:	<u>225 N. Webster</u>	Project Name/Description:	<u>Sequoyah Trails Pond Retrofit Geotechnical Assessment</u>
City, State, Zip Code:	<u>Norman, OK 73069</u>	Project Location:	<u>Norman, OK</u>
Project Manager:	<u>Michele Loudenback</u>	Project Owner:	<u>Norman Utilities Authority</u>
PM E-Mail:	<u>Michele.loudenback@normanok.gov</u>	Owner Project No.:	<u>K-2526-126</u>
PM Phone:	<u>405-292-9731</u>	Prime Contractor:	
Job No.:		Architect or Engineer:	
Client Agent Phone:		BET Project No.:	<u>26184</u>
Client Agent E-Mail:			

Paying Party (if different from Client)

ACCOUNTING INFORMATION*

Firm / Organization:		AP Contact:	<u>Deborah Gonzalez</u>
Address:		Address:	<u>225 N. Webster</u>
City, State, Zip		City, State, Zip Code:	<u>Norman, Ok 73069</u>
Project Manager:		AP Contact Phone:	<u>405-292-9731</u>
PM E-Mail:		AP Contact E-Mail:	<u>Deborah.gonzalez@normanok.gov</u>
PM Phone:		Purchase Order No.:	
Job No.:		Other AP Instructions.:	

Address Project Correspondence to: Michele Loudenback

Authorized Standard Representative: _____

REPORT DISTRIBUTION*

Firm / Organization:	☒ E-Mail ☐ Web Portal	Firm / Organization:	☐ E-Mail ☐ Web Portal
Contact:	<u>Michele Loudenback</u>	Contact:	
E-Mail:	<u>Michele.loudenback@normanok.gov</u>	E-Mail:	
	☐ E-Mail ☐ Web Portal		☐ E-Mail ☐ Web Portal
Company:		Company:	
Contact:		Contact:	
E-Mail:		E-Mail:	

Other Pertinent Information: _____

Disclosure of Hazardous and Toxic Material and Conditions at the Project (check One)

RESPONSIBLE PARTY is not aware of any hazardous wastes or substances, toxic materials or conditions or petroleum products ("Hazardous Materials") existing at the site of the Project, EXCEPT:

☒ None ☐ Petroleum Fuels Only ☐ Those items Described (attached "Exhibit III" if more space is required)

By signing below, Client and Paying Party (hereinafter collectively Responsible Party) hereby engage Standard to provide the services set forth in PART I, at the Project described above, Responsible Party agrees to pay Standard in accordance with PART II. The parties agree:

PART I – Scope of Work, the following is incorporated herein by reference:

Per the Agreement, Work Order No. ES001, between Client and Burgess Testing Company LLC a/k/a Burgess Engineering and Testing ("Assigned Contract")

PART II – Fee, the following is incorporated herein by reference:

Per the Assigned Contract or project

Burgess Testing Company, LLC ("Assignor") has assigned to Standard Engineering & Field Services ("Assignee"), all of its right, obligations, liability, and interest in, to, and under the Assigned Contract, which shall expressly include all of Assignor's right, title, and interest with respect to all amounts that remain due and payable to for services to be provided under the Assigned Contract after AUGUST 21, 2026 ("the Effective Date"). Assignee accepts this assignment and hereby agrees to fully perform all the terms, provisions, covenants and conditions contained in the Assigned Contract on the part of the Assignor to be performed after the Effective Date of this Agreement with the same force and effect as if the Assignee had executed the Assigned Contracts. Assignee further agrees to be bound by all of the provisions of the Assigned Contract and to perform all of the remaining obligations thereunder from and after the Effective Date of this Assignment. The undersigned, Client, hereby consents to the Assignment of the Contract, as identified in Part I and Part II, waiving none of its rights thereunder, all of which shall be enforceable against Assignee or Assignor during the periods defined in the Assignment.

The Client or Paying Party agrees to pay Standard's invoices for services rendered after AUGUST 21, 2026. Payment shall be made to Standard Engineering & Field Testing, 3400 N. Lincoln Blvd., Oklahoma City, OK 73105. Work may be suspended if payment is not timely received. If an invoice is sent to collections, the Client or Paying Party agrees to pay all attorney fees, court costs and other incurred expenses related thereto. If the Project is terminated in whole or in part, then the Client or Paying shall pay for services performed prior to Standard's receipt of written notice of such termination, including Standard's reimbursable expenses and actual and reasonable shut-down costs.

Point of Contact: Please call Standard Dispatch to schedule work as far in advance as possible, work must be scheduled at least 24 hours in advance to ensure proper and timely service. Specific testing work cannot be performed if Standard is not contacted in advance of applicable project activities and certain special inspections can only be performed before subsequent construction activities cover the work to be inspected. Standard will make an effort to meet all dispatch requests, but any work not scheduled 24 hours in advance is not guaranteed and will be done on a first come first served basis. Standard will have no liability or responsibility for work not scheduled 24 hours in advance.

To schedule work please call: OKC 405-528-0541 • Tulsa 918-289-0005 • Lawton 580-353-0872 • Enid 580-237-3130

REPORTS CANNOT BE ISSUED UNTIL THIS DOCUMENT IS COMPLETED AND RETURNED TO STANDARD

Client		Paying Party	
Signature		Signature	
Name, Title	DARREL PYLE, CITY MANAGER	Name, Title	
Date	9-14-24	Date	