

C O N T R A C T

This CONTRACT made and entered into this _____ day of _____, 2026, by and between Oklahoma Water Resources Board as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY intends to conduct water quality monitoring at approximately ten (10) permanent monitoring locations and sixteen (16) stormwater outfalls within the Lake Thunderbird watershed for the parameters and at the frequencies specified in the City's Lake Thunderbird Total Maximum Daily Load (TMDL) Monitoring Plan and to support compliance with the City's OKR10 permit. The purpose of this Contract is to obtain and detail the water monitoring services that will be provided by the CONTRACTOR for the success of this Project:

MONITORING SERVICES FOR THE LAKE THUNDERBIRD TMDL, YEARS 2026-2030

as outlined and set out in the Request for Proposals and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Request for Proposals, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, 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 selected Bidder on the above prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

Two hundred thirty-seven thousand seven hundred eleven dollars and 86/00 Dollars (\$237,711.86);

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

1. This CONTRACT shall be for a term of one year; however, the CONTRACT shall automatically renew for four (4) successive one- year terms, subject to appropriation of funds by the City Council.
2. The above agreed upon amount may be subject to change, with approval from both the CONTRACTOR and the CITY, for the following:
 - a. Replacement of equipment that has been vandalized, tampered with, damaged, or malfunctioned to where said equipment can no longer function properly.
 - b. Addition of a new permanent monitoring location or stormwater outfall shall be added to the current list of locations.

3. It may be deemed necessary to move the location of a permanent monitoring location to another pre-determined location within the Lake Thunderbird watershed, as agreed upon by both the CITY and the CONTRACTOR.

The CONTRACTOR shall at his own expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: Attachment A, Summary of Work, The Public Notice published in the Norman Transcript, the Request for Proposal, the Contractor's Proposal, the maps and drawings, Specifications, and Provisions thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

4. The CITY shall make payments to the CONTRACTOR in accordance with Attachment B, Compensation, in the following manner: On a quarterly basis. Invoices shall be due and payable upon receipt. The CITY shall give prompt written notice of any disputed amount and shall pay the remaining amount. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as requested to aid as a guide in the preparation of the quarterly estimates.

Each quarterly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.9.

5. That the CITY shall pay the CONTRACTOR for the work performed and expenses incurred as submitted on the quarterly invoices, provided that those invoices do not exceed the total amount of the contract agreed upon by both parties for the contract year. Any costs above the contract amount must be agreed upon by both parties prior to procurement of such costs, or they will be the responsibility of the CONTRACTOR.
6. The CONTRACTOR agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONTRACTOR as part of the scope of services ("documents and materials") shall be the exclusive property of the CITY and shall, upon completion of the services or termination of this Agreement, be delivered to the CITY.

At CITY's request, the CITY shall be entitled to immediate possession of, and CONTRACTOR shall furnish to the CITY within ten days, all of the documents and materials. CONTRACTOR may retain copies of these documents and materials.

7. The CITY and CONTRACTOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The CITY and CONTRACTOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which

may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

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

OWNER:

Jason Murphy CFM
Stormwater Program Manager
City of Norman
P.O. Box 370
Norman, OK 73070

CONTRACTOR:

Sarah Dexter
Streams/Rivers Project Coordinator
3800 North Classen Boulevard
Oklahoma City, OK 73118

9. Termination for Funding Insufficiency

(a) Notwithstanding anything to the contrary in any contract document, the CONTRACTOR may terminate the contract in whole or in part if funds sufficient to pay obligations under the contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, supplier will be provided at least 15-day written notice of termination. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated. The determination by the state of insufficient funding shall be final and binding on, the supplier.

(b) Upon receipt of notice of a termination, CITY shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to CITY in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.

(c) The CONTRACTOR'S exercise of its right to terminate the contract under this section shall not be considered a default or breach under the contract or relieve the supplier of any liability for claims arising under the contract.

10. Termination for Convenience

(a) Either Party may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the party's best interest. In the event of a termination for convenience, the other party will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.

(b) Upon receipt of notice of such termination, the other party shall immediately comply with the notice

terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to CITY in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

11. Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures relating to the program under which the parties' operate hereunder. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in the situs, which is Cleveland County, Oklahoma.
12. No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation set forth in this Agreement shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.
13. This Agreement shall be binding upon and inure to the benefit of the CITY and CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.
14. If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.
15. 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 CITY 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 CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

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

The attached sworn, notarized contract affidavit must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CITY OF NORMAN

Stephen Tyler Holman, Mayor Date

Date

ATTEST:

Brenda Hall, City Clerk Date

Date

OKLAHOMA WATER RESOURCES BOARD

Date

ATTEST:

Date

(SEAL)

CONTRACT AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the State of Oklahoma Water Resources Board (OWRB) to submit the above Contract to the City of Norman, Oklahoma.

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

DATED this _____ day of _____, 2026

CONTRACTOR

SWORN and subscribed to before me this _____ day of _____, 2026

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT A

GENERAL REQUIREMENTS SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- 1.1.1 Project Description
- 1.1.2 Location
- 1.1.3 Work
- 1.1.4 Deviations to the Accepted Plan
- 1.1.5 Substitutions

1.2 SUBMITTALS

- 1.2.1 Submittal Descriptions (SD)
- 1.2.2 Approving Authority
- 1.2.3 Disapproved Submittals
- 1.2.4 Delivery Schedule and Location

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 Project Description

The work includes stormwater sampling, analysis, and monitoring as outlined in the Lake Thunderbird TMDL Monitoring Plan approved by the DEQ and adopted by the City of Norman.

1.1.2 Location

The work is located at the sampling locations outlined in the Lake Thunderbird TMDL Monitoring Plan approved by the DEQ and adopted by the City of Norman.

1.1.3 Work

Work shall consist of the following:

- a. The purchase, installation, maintenance, security, monitoring, and data gathering from flow monitoring and level measuring gauges, rain gauges, autosamplers, and other equipment as necessary to maintain permanent monitoring locations and stormwater outfalls as described in the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman.
- b. The monthly sampling and analysis of stormwater from permanent monitoring locations in accordance with procedures, frequencies, and methods described in the Lake Thunderbird TMDL Monitoring Plan and at the locations defined in that document and its accompanied Quality Assurance Project Plan (QAPP). Sampling shall be done per standards provided in the EPA technical document “NPDES Storm Water Sampling Guidance Document” (EPA 833-8-92-001).

- c. Monthly reporting of results of flow monitoring, sampling, and analysis of stormwater to the CITY in a format approved by the CITY.
- d. Stormwater outfall discharge sampling and analysis from stormwater outfalls, as described in the Lake Thunderbird TMDL Monitoring Plan, and at the locations set forth in that document, unless the CITY chooses to replace monitoring locations with other locations within the limits of the City of Norman.
- e. The production of an annual report that will include a compilation of all gathered data from sampling, analysis, and field tests, and will provide a conclusion from the data analysis in a format that is determined by the CITY.

1.1.4 Deviations to the Accepted Plan

No deviations to the approved monitoring plan adopted by the City of Norman will be allowed without written approval by the CITY.

1.1.5 Substitutions

Substitution of equipment for monitoring and sampling will only be allowed by written permission by the CITY.

1.2 SUBMITTALS

All submittals shall meet the City of Norman requirements and shall meet requirements stated in the Lake Thunderbird TMDL Monitoring Plan and its associated QAPP as approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman.

Submittals shall include:

- a. Monthly reports that will include a description of sampling, field tests, lab analysis, data handling, and Quality Control for sampling and data gathering in ten designated sampling sites and seven stormwater outfalls in a format determined by the CITY. The submittal shall include one copy in electronic format, including the supporting data.
- b. Annual report of all findings stated in the monthly reports with the conclusion of results in a format determined by the CITY. The submittal shall include one copy in electronic format, including the supporting data.
- c. The custody of all equipment and material purchased for performing the WORK in functional conditions acceptable by the CITY.

The CITY may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Each submittal is to be complete and in sufficient detail to readily allow the determination of compliance with contract requirements.

Prior to submittal, the CONTRACTOR's Quality Assurance/Quality Control (QA/QC) processes will be followed, as outlined in the Project Plan and the CONTRACTOR's Standard Operating Procedures (SOPs). Proposed deviations from the contract requirements are to be clearly identified. Included with submittals are items such as: descriptive literature including, but not limited to, diagrams, operating charts or curves, test reports, samples, operation and maintenance manuals, parts lists, certifications, warranties, and other such required submittals.

Submittals requiring CITY approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby and pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and/or in compliance with existing laws and regulations.

A register tracking submittal requests of equipment and materials required by the specifications shall be provided by the CONTRACTOR. This register will keep track of submittal requests and completed submittals.

1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the QAPP section of the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Samples

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at the conclusion of the work.

SD-02 Outfall Data

Field data, calculations results, analyses results, or other data pertaining to stormwater sampling at the outfall sampling locations.

SD-03 Monitoring Data

Field data, calculations results, analyses results, or other data pertaining to stormwater sampling at the monitoring locations.

Design submittals, design substantiation submittals, and extensions of design submittals.

SD-04 Monthly Reports

Report signed by an authorized official of the testing laboratory and the CONTRACTOR stating that the samples provided have been tested in accord with the specified requirements in the Lake Thunderbird TMDL Monitoring Plan. The resulting data shall

be provided to the CITY for approval in a format previously approved by the CITY and in accordance with the Lake Thunderbird Monitoring Plan.

SD-05 Annual Report

Report signed by an authorized official of the testing laboratory and the CONTRACTOR stating that the samples provided have been tested in accord with the specified requirements in the Lake Thunderbird TMDL Monitoring Plan. The resulting data shall be provided to the CITY for approval in a format previously approved by the CITY and in accordance with Lake Thunderbird Monitoring Plan.

SD-06 Installation, Operation and Maintenance

Installation, operation, maintenance, security, and all other items regarding the required equipment shall be the responsibility of the CONTRACTOR.

1.2.2 Approving Authority

All submittals that are not for information only shall be approved by an authorized representative for the CITY.

1.2.3 Disapproved Submittals

The CONTRACTOR shall make corrections required by the CITY. If the CONTRACTOR considers any correction or notation on the returned submittals to constitute a change to the contract, notice is to be given to the CITY. Failure to point out deviations may result in the CITY requiring rejection and removal of such work at the CONTRACTOR's expense.

1.2.4 Delivery Schedule and Location

Record of monthly findings from each site shall be submitted in a timely manner to the City of Norman via email. Report delivery shall conform to the requirements of the Lake Thunderbird TMDL Monitoring Plan approved by the Oklahoma Department of Environmental Quality (DEQ) and adopted by the City of Norman. An annual report shall be submitted to the CITY for approval.

ATTACHMENT B

Fee Schedule

- 2.1 REFERENCES
- 2.2 FEE SCHEDULE
- 2.3 PAYMENTS TO THE CONTRACTOR
 - 2.3.1 Obligation of CITY Payments
 - 2.3.2 Withholding of Payments

2.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Lake Thunderbird TMDL Monitoring Plan (“The Monitoring Plan”)

2.2 FEE SCHEDULE

The following tables outline the anticipated costs associated with implementing and maintaining the stormwater monitoring program in FY-2026. Costs are broken down by task type, with some items, such as equipment installation, occurring only in Year 1.

Routine Monitoring

This includes personnel costs for monthly and storm event sampling, equipment maintenance, laboratory analysis by ODEQ, and cellular plans for telemetry. A \$20,000 contingency fund is included to replace one station in case of flooding or vandalism. Use of contingency funds will require joint approval from the City of Norman and OWRB.

Item	Cost per Year
Personnel	\$144,163.83
ODEQ Lab	\$24,785.20
Data Plans	\$3,600.00
Equipment/Supplies	\$7,500.00
Equipment Contingency	\$20,000.00
Total	\$200,049.03

Table 1 Budget for Monitoring and Maintaining 10 Permanent Stations

Biological Monitoring

This includes costs for collecting and processing macroinvertebrate samples and conducting fish and habitat surveys. Samples will be sent to Rithron Associates, Inc. for analysis. Certain activities, such as scouting, are only required in the first year.

Item	Cost (Year 1)	Cost (Year 2)
Rithron	\$7,000.00	\$7,000.00
Bug Sampling	\$1,554.91	\$1,554.91
Fish & Habitat	\$2,831.41	\$2,831.41
Misc Tasks	\$4,798.89	\$3,199.26
Equipment	\$615.00	\$615.00
Total	\$16,800.20	\$15,200.58

Table 2 Budget for Biological Sampling

Turbidity Monitoring

This includes the cost of installing and maintaining two turbidity meters and associated cameras at two locations designated by the City of Norman. Installation costs are included in Year 1 only. Personnel costs cover monthly maintenance, data download and correction, equipment calibration, and the collection of water samples during baseflow and storm events.

Item	Cost (Year 1)	Cost (Year 2)
Equipment (x2)	\$12,700.00	\$250.00
Personnel	\$6,360.07	\$5,243.21
ODEQ Lab	\$1,802.56	\$1,982.82
Total	\$20,862.63	\$7,476.03

Table 3 Budget for Turbidity Monitoring

Total Budget Summary

The table below provides a consolidated summary of the anticipated costs for the FY-2026 Norman Stormwater Monitoring Program. This total includes all major project components, including routine monitoring, biological assessments, and turbidity monitoring. Equipment and installation costs are included in Year 1 only, while ongoing maintenance, data collection, and analysis costs are reflected in both Year 1 and Year 2 where applicable. The total budget also accounts for laboratory analysis, personnel, data management, and a contingency fund for unforeseen equipment replacement needs.

Item	Cost (Year 1)	Cost (Year 2)
Routine Monitoring	\$200,049.03	\$200,049.03
Biological Monitoring	\$16,800.20	\$15,200.58
Turbidity Monitoring	\$20,862.63	\$7,476.03
Total	\$237,711.86	\$222,725.64

Table 4 Total Budget for Norman Monitoring Programs

2.3 PAYMENTS TO THE CONTRACTOR

Payments will be made on submission of itemized requests by the CONTRACTOR, which comply with the requirements of this section and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the CONTRACTOR.

2.3.1 Obligation of CITY Payments

The obligation of the CITY to make payments required under the provisions of this contract will, at the discretion of the CITY, be subject to reductions and/or suspensions because of the following:

- a. Reasonable deductions due to defects in materials or workmanship.
- b. Claims which the CITY may have against the CONTRACTOR under, or in connection with this contract.
- c. Unless otherwise adjusted, repayment to the CITY upon demand for overpayments made to the CONTRACTOR.
- d. Failure to provide up-to-date records of data and satisfactory reports.

2.3.2 Withholding of Payments

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information, only submittals found to contain errors or deviations from the Solicitation will be accepted.