CONTRACT

THIS CONTRACT made and entered into this day of,	2022, by and
between as Party of the First Part, hereinafter designated as the LABORATOR	Y, and the
Norman Utility Authority (NUA), a municipal corporation, hereinafter designated	l as the NUA,
Party of the Second Part.	

WITNESSETH

WHEREAS, 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# 2223-11 and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the LABORATORY in response to said RFP# 2223-11, 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 LABORATORY to be the ranking firm on the above prepared project, and has duly awarded this CONTRACT to said LABORATORY;

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 LABORATORY shall, in a good and first-class, workman-like manner at the LABORATORY'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, 23rd Edition and/or 40 CFR Part 141.
 - 3) That the NUA shall pay the LABORATORY 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.



Quote # To:

Proposal 071222DC

Norman PWA

Attn: _

PO Box 370

Norman, OK 73070

Quote Date:

07/12/2022

Date Printed:

Tuesday, July 12, 2022

Quote Expires: Wednesday, July 12, 2023

Phone: (405) 292-9726

Fax:

(405) 292-9735

Email:

Client Project: Proposal 071222DC

Test Name	Matrix	Unit Price	% Discount	Discount Price	Quantity	Extended Price
pH in Field Accurate SM4500H+B	Water	\$ 35.00	25	\$ 26.25	1	\$ 26.25
HEM by EPA 1664A	Water	\$ 75.00	25	\$ 56.25	1	\$ 56.25
HEM by EPA 1664A Silica Gel Treatment	Water	\$ 95.00	25	\$ 71.25	1	\$ 71.25
Diquat by EPA 549.2	Drinking Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
Glyphosate by EPA 547	Drinking Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
Hexavalent Chromium EPA 218.6 Mod	Drinking Water	\$ 120.00	25	\$ 90.00	I	\$ 90.00
Pesticides, Carbamate - by EPA 531.1	Drinking Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
Perfluorinated Compounds by EPA 537	Drinking Water	\$ 420.00	25	\$ 315.00	1	\$ 315.00
Perfluorinated Comps by EPA 533 (No Cert Availl)	Drinking Water	\$ 420.00	25	\$ 315.00	1	\$ 315.00
503 Metals +Mo Solids	Solid	\$ 390.00	25	\$ 292.50	1	\$ 292.50
IOC Drinking Water Group	Drinking Water	\$ 390.00	25	\$ 292.50	I	\$ 292.50
Iron (Fe) EPA 200.7	Drinking Water	\$ 35.00	25	\$ 26.25	1	\$ 26.25
Lead & Copper	Drinking Water	\$ 70.00	25	\$ 52.50	1	\$ 52.50
Table III Metals Water Group	Water	\$ 495.00	25	\$ 371.25	1	\$ 371.25
TCLP RCRA Metals by ICPMS	Solid	\$ 440.00	25	\$ 330.00	1	\$ 330.00
TCLP SVOC Leachate Extraction	Solid	\$ 120.00	25	\$ 90.00	1	\$ 90.00
TCLP VOC Leachate Extraction	Solid	\$ 145.00	25	\$ 108.75	1	\$ 108.75
Fecal Coliform Sludge EPA 1681	Solid	\$ 120.00	25	\$ 90.00	1	\$ 90.00
Legionella Bacteria IDEXX (No Cert)	Water	\$ 145.00	25	\$ 108.75	1	\$ 108.75
Plate Count by SimPlate IDEXX	Drinking Water	\$ 65.00	25	\$ 48.75	1	\$ 48.75
Cryptosporidium EPA 1623	Drinking Water	\$ 945.00	25	\$ 708.75	1	\$ 708.75
Radiologicals	Drinking Water	\$ 379.00	25	\$ 284.25	1	\$ 284.25
EDB & DBCP in Water by EPA 504.1	Drinking Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
HAAs by EPA Method 552.2	Drinking Water	\$ 300.00	25	\$ 225.00	1	\$ 225.00
Herbicides in TCLP Extracts EPA 8151A	Solid	\$ 370.00	25	\$ 277.50	1	\$ 277.50
Herbicides, Chlorinated - by EPA Method 515.4	Drinking Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
Herbicides, Chlorinated - by EPA Method 615	Water	\$ 260.00	25	\$ 195.00	1	\$ 195.00
PCB Analysis by SW846 8082	Solid	\$ 260.00	25	\$ 195.00	I	\$ 195.00



Quote # To:

Proposal 071222DC

Norman PWA

Attn: _

PO Box 370

Norman, OK 73070

Quote Date: 07/12/2022

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Phone: (405) 292-9726

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PCB Analysis by SW846 8082	Solid	\$ 260.00		\$ 195.00		\$ 195.00
					-	

Quote Terms: Net 30

QA/QC Reporting Level:

Level 1

Comments:

- Containers and appropriate preservation are certified clean and provided at "no cost" to the client.
- We have a standard 5 to 10 working day turn around time, from receiving the sample(s) to mailing of report.
- We can also email or fax reports, upon request noted on the chain of custody.

- Please contact me if you have any questions or comments.

Thank you for your interest in Accurate Labs.

Sincerely,

Danny Chance, Technical Director

Phone: (800)516-5227

Accepted:

Bv:

Γitle : 🔣

Date: 7-12-22

- 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# 2223-11. 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 Managers, Water Treatment/Water Reclamation Divisions
 - b. Utilities Supervisors, Water Treatment /Water Reclamation Divisions
 - c. Environmental Services Coordinator
 - d. Assistant Environmental Services Coordinator
 - e. Laboratory Managers, Water Treatment Division /Water Reclamation Division
- 6) That the LABORATORY 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 LABORATORY without such authorization, the LABORATORY shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the LABORATORY upon authorization by one of the NUA's designees, the LABORATORY 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 LABORATORY 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 LABORATORY shall immediately notify the NUA. Loss of ODEQ certification may be grounds for termination of this contract.
- 9) The LABORATORY 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 5 to 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 according to the following chart.

Section 7 - Turnaround Times

Normal turnaround time is 10 working days.

RUSH Turnaround Time	Surcharge
Same Day	300%
Next Day by 5:00pm	200%
2 Day by 5:00pm	100%
3 Day by 5:00pm	75%
4 Day by 5:00pm	50%
5 Day by 5:00pm	25%

- 11) The NUA will provide the LABORATORY 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 LABORATORY shall be legally defensible. Failure to provide legally defensible data may be grounds for termination of this contract.
- 13) The LABORATORY or the LABORATORY'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 LABORATORY.
- 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 LABORATORY at least (60) sixty days prior to the expiration date of this contract, the contracted 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 for (2) 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 LABORATORY, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the LABORATORY; 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 LABORATORY.

	COUNTY OF Dayne)) SS)	
0	says that (s) he is the agent authorized by LAN the NUA. Affiant further states that LABORA	, of lawful age, being first duly sworn, on oath ABORATORY to submit the above CONTRACT to ATORY has not paid, given or donated or agreed to	
	either directly or indirectly, in the procuring of	ree of the NUA any money or other thing of value, of the CONTRACT.	
	Subscribed and sworn to before me this 13 Of	_ day	
	Notary Public	#11008298 DEXP. 09-09-23	
	My Commission Expires: 09-09-2023	COUNTINE.	
	hands and seals respectively the 13 day of of, 20	of the First and Second Part have hereunto set their September, 2022, and the day	
	(Corporate Seal)(Where applicable)	Accurate Environmental Laboratories	
	ATTEST:	Signed: Authorized Representative	
	Corporate Secretary (where applicable)	Title Address: SUS S Lowery	
		Stilluator OK 1407	4

The sworn statement below must be signed and notarized before this Contract

17) The sw will become effective.

		i elepnone:	
Norma	n Utilities Authority:		
	Approved as to form and legality this day	of	, 20
City A	ttorney		
20	Approved by the Norman Utilities Authority, this _	day of	
ATTE	ST:		
Secret	ary Chairman		<u> </u>

CONTRACT AFFIDAVIT

STATE OF OKlahoma) SS
COUNTY OF Payne)35
and Charle, of lawful age, being first duly sworn, on oath says that (s) he is the Agent authorized by the firm of Accurate Environmental Laboratories to submit the above Contract to the Norman Utilities Authority.
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.
CONTRACTOR
Subscribed and sworn to before me this 13 day of September , 2022
Notary Public Notary Public **I1008298 THE Exp. 09-09-23

__, 20<u>23</u>.

My Commission Expires: