

AMENDMENT NO. 1 AND RENEWAL OF CONTRACT FOR CONSULTING SERVICES

This contract amendment and renewal for consulting services for stormwater program analysis, consultation services, and data report generation ("Contract") is entered into this 21st day of June, 2022, by and between The City of Oklahoma City, a municipal corporation ("City"), and its successors in interest, and Ana-Lab Corporation ("Consultant"), hereafter referred to as the "Laboratory".

WITNESSETH:

**PROJECT NO. MC-0677
STORM WATER ANALYSIS, CONSULTATION SERVICES,
AND DATA REPORT GENERATION**

WHEREAS, the City intends to engage the services of the Laboratory to perform stormwater analysis, consultation services, and data report generation; and

WHEREAS, it is the intent of the City (at its option) to renew this Contract annually for a period of one year, until June 30, 2023; and

WHEREAS, the Laboratory will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Laboratory has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which resolution, with its amendments, is made a part of this Contract by reference.

WHEREAS, subsequent to the execution of the original contract, it has been determined to a Term of Contract section to the Contract to allow the Consultant to complete pending work orders that are issued prior to the Contract expiration, after the contract has expired; and

WHEREAS, the original contract must be amended to incorporate the aforementioned Term of Contract section; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties hereto do hereby agree to amend and renew the contract to read as follows:

1. **Definitions**. All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- A. *Professional Services* Those professional services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services.
- B. *City Engineer* The officer of The City of Oklahoma City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- C. *Term of Contract* The term of this Contract shall be from date of execution through June 30, 2023.

2. **Services.** The Laboratory is hereby engaged and employed by the City to perform in accordance with good consulting practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract.

- a. The Laboratory is responsible for all work, materials, supplies, plant, labor, supervision and laboratory facilities as may be required and necessary to accomplish sample pick up, sample transport, laboratory analysis, biological identification and data report generation. The sample analysis personnel used to accomplish all work performed under this Contract are solely the responsibility of the Laboratory. The field personnel gathering the samples are solely the responsibility of the City. Subcontracting will not be allowed without prior approval of the City Engineer.
- b. The Laboratory is expected to be capable producing laboratory reports and calculating event mean concentrations based on samples collected during wet weather conditions. All non-perishable data and specimens provided by the City shall be returned or properly disposed of at the end of this project.
- c. The Laboratory must be accredited as a general water quality laboratory by the Oklahoma Department of Environmental Quality (OAC 252.301-1-9). The selected laboratory must maintain this accreditation through the duration of the contract. Accreditation must, as a minimum standard, be in good standing and be maintained for basic environmental laboratory analytes and/or categorical groups: metals, general chemistry I and/or II, nutrients, demands, microbiology, and pesticides-herbicides.

- d. The Laboratory will provide the following deliverable items:
- (1) Training - The Laboratory will annually provide, at the option of the City a 6-8 hour training session related to sampling protocol, laboratory methods or other subjects that relate to water quality and laboratory analysis. The training course will be a “lecture” or “hands on” field training exercise. Training materials and a Certificate of Training will be provided to all sampling staff attending the course. Training courses will be an Oklahoma Department of Environmental Quality (ODEQ) approved training class for the purpose of renewing applicable ODEQ Operators licenses.
 - (2) The Laboratory shall provide the City with 18.2 Megaohm, TOC: <30 ppb, Type I water for the purpose of making periodic spikes, blanks, rinsing sampling equipment, and other activities utilized for internal and external performance evaluation.
 - (3) Sampling Containers - The Laboratory will provide all necessary sample with the appropriate preservatives (in accordance with EPA protocol). Storm water sampling kits will be prepared as per City specifications and delivered to the City at the request of authorized City personnel, and for any laboratory Quality Control (QC) analysis deemed necessary by the City (included in fixed container cost).
 - (4) Data Generation - The Laboratory will perform analysis as required by the City’s Storm Water Discharge Permit, receive samples and maintain a chain-of-custody at any hour necessary. Parameter list tables and required services are as shown in Exhibit B. All efforts have been made to identify applicable laboratory parameters and services which may be required; however in the case that a parameter has not been identified on this contract, the Laboratory will provide a cost estimate for any additional parameters before conducting any tests that are not identified within this contract.
 - (5) Reporting - The Laboratory will provide Analytical Test Reports, Seasonal Pollutant Loadings, Event Mean Concentration Reports and Discharge Summary Reports for the Storm Event Monitoring Program. The selected Laboratory will indicate any problem constituent levels monitored during the Storm Event Sampling. The Laboratory will provide analytical test reports for all other sampling programs, including taxonomic identification of aquatic benthic macroinvertebrates and fish collected.
 - (6) Safety Data Sheets (SDS) – Any laboratory supplying the City materials that require SDS will furnish the required sheet or a composite concentration list at the request of the City.

In all instances, the Laboratory shall furnish the SDS with the products at delivery and shall comply with all local, state and federal laws providing for identification of materials transported to or from the City.

- (7) Approved procedures are provided in the latest editions of “Standard Methods for the Examination of Water and Wastewater,” ASTM Standards; “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods,” EPA; “Handbook for Analytical Quality Control in Water and Wastewater Laboratories,” EPA; and 40 CFR Part 136.
- (8) Quality Control Checks - The Laboratory will perform quality control tests on at least one (1) sample per batch (a “batch” includes all samples relinquished by City employees for each day sampling events). Quality control is not to fall below a frequency of 10%.

The Laboratory will provide a report for each batch that details the results of each quality control test which includes at a minimum; concentration of spikes(s), % recovery and relative percent difference (RPD), as applicable. Tests performed will consist of at least a reagent blank, laboratory-fortified blank, laboratory-fortified matrix, laboratory-fortified matrix duplicate/duplicate sample, surrogates for organic analysis, internal standards for organic analysis and tracers for radiochemistry analysis.

The Laboratory will report a volume used for each sample analysis of the following parameters: suspended solids, suspended sediment and settleable solids, when applicable.

- (9) The City-supplied samples will be disposed of thirty (30) days after the Analysis Report is provided to the City by the Laboratory unless specific instructions are provided by the City. Any City-provided sample classified as “Hazardous Materials” may be returned to the City for disposal when appropriate disposal arrangements are made by the City.
- (10) The Laboratory will provide all sampling containers, biological specimen containers, preservatives and technical support to the City at a fixed cost for the duration of the contract.
- (11) The Laboratory shall provide names, addresses and laboratory identification numbers of all subcontractors used for sample analysis. All subcontractors must have ODEQ Laboratory Certification, where applicable, or other state or federal certification if the subcontracted laboratory is outside the State of Oklahoma. In these instances, the subcontracted laboratory must submit verification of state regulatory certification. The contractor shall be held accountable for all of the actions of the subcontractor(s), including quality control verifications, relating to the provisions of this contract.

- (12) The Laboratory shall provide any applicable quality assurance / quality control manuals for the primary laboratory and any subcontractors thereof. Any quality assurance / quality control revisions will be submitted to the City within one month of the revision date. Any method or detection level revision will be submitted in writing within one month of the revision date.
 - (13) The City will designate a sample relinquishment point within the Oklahoma City corporate boundaries. The Laboratory will provide personnel, available 24 hours per day, 365 days per year to pick up and transport those samples as needed to meet established project objectives.
 - (14) Upon written or verbal request by the City, the Laboratory will provide the original laboratory bench sheets, calculations or any other information generated for the City within four weeks of the date of the request.
 - (15) The Laboratory shall assume the responsibility for the custody of samples and the protection of their integrity.
 - (16) The laboratory shall maintain the chain-of-custody reports for all samples and provide all chain-of-custody documents to the City of Oklahoma City, Public Works Department, Storm Water Quality Division with each set of sample results.
 - (17) The Laboratory shall meet acceptable sample hold times on receipt of samples from the City.
- e. The City will provide the following:
- (1) Training - The City will provide training facilities and transportation of City employees to and from training facilities.
 - (2) Equipment - The City will provide sampling staff with sampling equipment, necessary field test kits and field meters. The City will maintain, calibrate and read field meters. Discharge readings for each storm water sampling event will be provided to the Laboratory within eight hours of sample collection.
 - (3) Sampling and Sample Delivery - The City will provide sampling personnel and perform all sampling duties. Samples will be delivered with proper chain-of-custody documentation to the Laboratory or designated sample relinquishment point within eight hours of collection. Samples will be transported in accordance with EPA protocol.
- f. To ensure that results of analytical work will be reported in a timely manner, the time from receipt of a sample by the Laboratory to receipt of the laboratory report by the City will not exceed:

Two (2) weeks or fourteen (14) days without prior written notification to the City or as determined by the parameter(s) requested.

Receipt of laboratory report will be F.O.B. destination, Oklahoma City, Oklahoma. Inside delivery is required.

- g. The Laboratory will be asked at times, to analyze parameters within a short period of time. Therefore, the Laboratory will be on-call for 24-hour emergency response and any samples transported to the designated relinquishment point or the Laboratory will be turned over to a Laboratory Technician or the Laboratory Manager. These samples may be delivered, mailed and/or picked up for quick and/or emergency analysis. This may include samples collected for all Storm Water programs.
 - h. The Laboratory will allow City staff, during the period of this Contract, to conduct random, unannounced inspections for the purpose of determining the condition and operation of the Laboratory. Inspections will be conducted during normal business hours.
 - i. If the Laboratory participates in a quality assurance systems review, the Laboratory shall provide the City a copy of the relevant reported findings.
 - j. The Laboratory will be responsible for all shipping, receipt, delivery and/or return charges for all samples acquired by the City.
 - k. The Laboratory shall provide the City one (1) hardcopy of analysis reports and email analysis reports as they are submitted in hardcopy form. At the end of each contractual period, the laboratory will provide the City with all analytical reports in digital format for the contractual period. The City will work with the selected Laboratory to design their reporting spreadsheets to match the City's database.
 - l. The Laboratory shall certify under penalty of law to understand the legal liabilities pursuant to the Clean Water Act which provides that any person who knowingly makes any false statements, representation, or certification in any record, report, plan, or other document filed or required to be maintained under the Act or knowingly falsifies, tampers with, or renders inaccurately, any monitoring device or method to be maintained under the Act, shall upon conviction, be punished by fines or imprisonment or both.
3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
4. **Compensation.** The City agrees to pay the Laboratory compensation for professional services as outlined in Exhibit B.

5. **Payments.**

- A. Invoices shall be submitted no later than the 15th of each month, for services rendered during the prior calendar month. Services begin upon the Laboratory courier's receipt of a sample from the City. Invoices for the amount and value of the work and services performed by the Laboratory shall meet the standards of quality as established under this Contract. The invoices shall be prepared by the Laboratory and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Laboratory should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.
- B. The Laboratory shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Laboratory will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

6. **Indemnity.** To the fullest extent permitted by law, the Laboratory agrees to release, defend, indemnify and save harmless the City and its beneficiary trusts, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Laboratory's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Laboratory's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Laboratory's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Laboratory shall promptly advise the City and its beneficiary trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Laboratory, at its expense, shall assume the defense of the City and its beneficiary trusts, with counsel satisfactory to the City and its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the Laboratory need not release, defend, indemnify or save harmless the City and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and its beneficiary trusts, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

7. **Insurance.** Prior to approval of this contract, the Consultant shall obtain insurance coverage as provided below. The Consultant must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Consultant shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Consultant is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Consultant's deductible is different than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Consultant's self-insured retention.

- C. **Policy Limits:** The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any

question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Consultant should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims-made” form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Consultant shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial General Liability Insurance. The Consultant shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or 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 accident or occurrence.

- (3) Automobile Liability Insurance. The Consultant shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or 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 accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D.** Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E.** Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Consultant authorizes the City and its participating trusts to confirm all information so furnished as to the Consultant's compliance with its bonds and insurance requirements with the Consultant's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Consultant shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Consultant shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Consultant hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Consultant shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

8. Termination for Convenience. The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Laboratory, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Laboratory shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for convenience by the City, the City shall pay the Laboratory for all work and services rendered, up to the time of the notice of termination, in accordance with the

terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph “Indemnity” or “Insurance” of this Contract.

9. **Stop Work.** Upon notice to the Laboratory, the City may issue a Stop Work Order suspending the performance of work and/or services under this Contract. The Stop Work Order shall not terminate or suspend any of the required provisions of paragraph “Indemnity” and/or “Insurance” of this Contract. In the event the City issues a stop work order to the Laboratory, the City will provide a copy of such stop work order to the contractor.
10. **Notices.** All notices and orders given pursuant to this Contract shall be in writing, delivered or mailed by United States certified mail, return receipt requested, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City
Department of Public Works
420 West Main Street, Seventh Floor
Oklahoma City, Oklahoma 73102
Attn: Eric J. Wenger, P.E., Director
Public Works/City Engineer
Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Laboratory:

Corporate Office

Ana-Lab Corporation
2600 Dudley Road
Kilgore, Texas 75662
Attn: Bill Peery, Vice President
Phone Number: (903) 984-0551 (office) Fax Number: (903) 984-5914

OK Regional Office

Ana-Lab Corporation
1824 Atchison Drive, Suite F
Norman, Oklahoma 73069
Attn: Sarah Hensley, Field Supervisor
Phone Number: (405) 292-6630 Fax Number: (903) 984-5914

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Laboratory shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Laboratory on services performed, the Laboratory shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Laboratory must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Laboratory shall permit periodic audits of the project records by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Laboratory. Agreement as to the time and place for audits may not be unreasonably withheld.
13. **Reporting to the City.** The Laboratory shall report to the City on a regular monthly basis and on an as needed basis.
14. **Prohibition Against Collusion.** The Laboratory warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Laboratory to solicit or secure this Contract. The Laboratory further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Laboratory, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Laboratory must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Work Orders.** A work order will be written upon award of the Contract. The services of the Laboratory are to commence upon the date set out in the work order issued by the City Engineer and shall be undertaken and completed as stated by work order with each request for service in such sequence as to assure their expeditious completion by mutual agreement between parties in the light of the purposes of this Contract. If the Laboratory cannot perform the work and/or services within the time provided, and upon the submission by the Laboratory of a request in writing to the City, indicating the length of extension required to perform a task, the City may, at their sole discretion, grant a reasonable extension of time.

The request from the Laboratory shall state the reason for the extension request, along with evidence showing that the Laboratory is unable to complete this work in the time specified in the Work Order for reasons beyond its control. The Laboratory is prohibited from claiming damages for delays and extensions of time.

16. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Laboratory. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Laboratory. The parties may use any portions of said documents at their own risk and responsibility.
17. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
18. **Standard of Care.** In providing the work and services herein, the Laboratory shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Laboratory agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Laboratory.
19. **Backup Required.** In accordance with good consulting practices, the Laboratory must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as "data") in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively "loss"), the Laboratory must timely recreate all data within the original time frame of the contract at its sole cost. No extensions or additional time will be granted the Laboratory for loss of data. No additional payment or reimbursement will be made to the Laboratory for loss of data. The Laboratory will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
20. **Sub-consultants.** The Laboratory agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Laboratory intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Laboratory shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
21. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Laboratory agrees as follows:

- A. The Laboratory shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Laboratory shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Laboratory shall agree to post, in conspicuous places, Exhibit D.
 - B. In the event of the Laboratory's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Laboratory may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Laboratory.
 - C. The Laboratory agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Laboratory shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
22. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Laboratory to provide professional and personal services to the City, the parties agree that the Laboratory may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
23. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Laboratory to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Laboratory prior to the completion of this project, regardless of the reason for said termination, the Laboratory shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Laboratory and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation

accruing to such parties under the terms of their agreements with the Laboratory from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Laboratory and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Laboratory shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Laboratory's subcontractors and sub-consultants.

- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
24. **Time Is of the Essence.** Both the City and the Laboratory expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
25. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Laboratory for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Laboratory agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
26. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
27. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Laboratory concerning the Contract. Neither the City nor the Laboratory has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
28. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Laboratory. In the event the Laboratory's scope of work is increased or changed so as to materially increase the need for consulting services in excess of the not to exceed total compensation, the Laboratory may seek to amend this Contract.
29. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

30. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma and the Federal Water Pollution Control Act Amendments of 1972. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
33. **Parties Bound.** This Contract shall be binding upon and insure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Oklahoma County.
35. **Effective Date.** The effective date of this Contract shall be the execution of this Contract by the City.
36. **Term of Contract.** (added by Amendment No. 1)
 - A. This Contract authorizes the City Engineer to issue Work Orders under this Contract during the contract term as provided herein and the term of this Contract will be from the effective date though June 30, 2023, plus such extended time as necessary until all Work Orders issued during the contract term are complete.
 - B. The City may issue Work Orders under this Contract at any time during the contract term.
 - C. The Consultant will provide such services as set forth in any Work Order issued under this Contract and this Contract will be deemed extended for such extended time as may be necessary for the completion of services set forth in any Work Order issued during the contract term under this Contract.
 - D. If this Contract is extended for completion of any Work Order, upon completion of all the Work Orders issued under this Contract, the City Engineer will issue a notice to the Consultant denoting the termination of this Contract and any extended time.
 - E. The Consultant must provide such services and comply with this Contract until expiration of the contract term or through any extended time, if any, until notification of termination of this Contract from the City Engineer, whichever is later.

- F. The City will not be obligated to pay the Consultant under any Work Order (including any services, expenses, and additional services) until the funds have been encumbered. Any Work Order must not exceed the available funds for the year in which the Work Order was issued. Any extended time to complete the Work Order will not change the available funds for the year in which the Work Order was issued.

- G. If the City should need any additional services or a change of the scope of services in any Work Order issued during the contract term, a new separate Work Order must be issued under a separate contract or an amendment to this Contract. An extended time will not extend the authorization to issue a new Work Order under this Contract after the expiration of the contract term.

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**EXHIBIT A
SCOPE OF WORK
PROJECT NO. MC-0677
STORM WATER ANALYSIS, CONSULTATION SERVICES,
AND DATA REPORT GENERATION**

The scope of work for this project includes laboratory analysis, consultation services, and data report generation to include all Storm Water Quality Management related sample collections to meet project objectives which may include wet weather samples, dry weather samples, soil samples, groundwater samples, waste characterization samples, or biological characterization of stream biota to include benthic macroinvertebrate and fish community taxonomic identification. Analysis, consultation, and report generation will be in accordance with applicable federal guidelines.

The City of Oklahoma City (City) will perform all sample collection. Samples will be relinquished or picked up by the Laboratory at location(s) specified by the City. Report generation and analytical data will be provided to the City by letter and email no later than 15 days post-sample collection, unless another time frame is established and approved by the City.

**EXHIBIT B
TESTS AND COMPENSATION
PROJECT NO. MC-0677
STORM WATER ANALYSIS, CONSULTATION SERVICES,
AND DATA REPORT GENERATION**

Instructions:

The laboratories will fill out the following analysis worksheets in indelible ink. Each worksheet is broken down into the specific sampling strategies (located at the header of each table). All methods and minimum reporting limits must be in accordance to **40 CFR Part 136** (unless specified). Any method not in accordance with 40 CFR Part 136 must be identified in the corresponding parameter row in the **Method and MRL columns** on the **Price Schedule Worksheet**. Each bidder must write the cost per individual sample analysis for each parameter in the right column of the Price Schedule Sheet.

A. Typical Water Column Monitoring Parameters

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
5-Day Biochemical Oxygen Demand (BOD5)	mg/L			\$20.00
20-Day Carbonaceous Biochemical Oxygen Demand (CBOD20)	mg/L			\$100.00
Carbonaceous Biochemical Oxygen Demand	mg/L			\$20.00
Chemical Oxygen Demand (COD)	mg/L			\$26.00
Chloride	mg/L			\$22.00
Chlorophyll A	mg/L			\$83.00
Coliform, Fecal (MF)	CFU/100ml			\$52.00*
Conductance	µmhos/cm			\$13.00
Diazinon	µg/L			\$250.00
<i>Enterococci</i>	CFU/100 ml			\$72.00*
<i>Escherichia coli (E. coli)</i>	CFU/100 ml			\$65.00*
Nitrate + Nitrite as Nitrogen	mg/L			\$22.00
Nitrate as Nitrogen	mg/L			\$22.00
Nitrite as Nitrogen	mg/L			\$22.00
Ammonia Nitrogen	mg/L			\$25.00
Oil and Grease	mg/L			\$44.00
Ortho Phosphorus	mg/L			\$22.00
Total Dissolved Phosphorus	mg/L			\$32.00
Total Phosphorus	mg/L			\$32.00

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
pH	S.U.			\$12.00
Phenol	mg/L			\$37.00
Sulfate	mg/L			\$22.00
Total Cadmium	µg/L			\$13.00
Total Copper	µg/L			\$13.00
Total Dissolved Solids (TDS)	mg/L			\$20.00
Total Hardness (as CaCO ₃)	mg/L			\$21.00
Total Kjeldahl Nitrogen (TKN)	mg/L			\$31.00
Total Lead	µg/L			\$13.00
Total Mercury	µg/L			\$36.00*Dig
Total Nitrogen	mg/L			\$10.00
Total Selenium	mg/L			\$13.00
Total Suspended Solids (TSS)	mg/L			\$20.00
Total Thallium	µg/L			\$13.00
Total Zinc	µg/L			\$13.00
Caffeine	µg/L			\$175.00
Triclosan	µg/L			*included w/ caffeine analysis
metals digestion	NA			\$16.00*

A. TYPICAL WATER COLUMN MONITORING PARAMETERS

Comments: **E. coli*, *Enterococci*, and Fecal coliform test will be charged at different rates when they are received after hours where they cannot be delivered to a local laboratory in order to be ran within their required holding times. Prices are as follows. *E. coli* = \$221.00, *Enterococci* = \$142.00. Fecal coliform = \$104.00

*Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

B. NON-TYPICAL WATER QUALITY PARAMETERS

Schedule 1: Inorganic Analysis Component

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Antimony	µg/L			\$13.00
Arsenic	µg/L			\$13.00
Barium	µg/L			\$13.00
Beryllium	µg/L			\$13.00
Cadmium	µg/L			\$13.00
Chromium	µg/L			\$13.00
Copper	µg/L			\$13.00

Lead	µg/L			\$13.00
Mercury	µg/L			\$36.00*Dig
Nickel	µg/L			\$13.00
Selenium	µg/L			\$13.00
Silver	µg/L			\$13.00
Thallium	µg/L			\$13.00
metals digestion	NA			\$16.00*

B1: Cost per Site Inorganic Analysis

\$208.00

Comments: *Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

SCHEDULE 2: PRIORITY POLLUTANTS (SECTIONS A, B, C and D)

Schedule 2, Section A, Volatile Organics Component - Price Schedule Sheet

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Benzene	µg/L			All in one run
Bromomethane	µg/L			
Bromodichloromethane	µg/L			
Dibromochloromethane	µg/L			
Bromoform	µg/L			
Carbon Tetrachloride	µg/L			
Chlorobenzene	µg/L			
Chloroethane	µg/L			
1,1-dichloroethane	µg/L			
1,2-dichloroethane	µg/L			
1,1,1-trichloroethane	µg/L			
1,1,2-trichloroethane	µg/L			
1,1,2,2-tetrachloroethane	µg/L			All in one run
1,1-dichloroethylene	µg/L			
Cis-1,2-dichloroethylene	µg/L			
<i>Trans-1,2-dichloroethylene</i>	µg/L			
Styrene	µg/L			
Xylenes (total)	µg/L			
1,2,4-trichlorobenzene	µg/L			
Dichloromethane	µg/L			
O-chlorotoluene	µg/L			
P-chlorotoluene	µg/L			
2,2-dichloropropane	µg/L			

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
1,1-dichloropropene	µg/L			
Trichloroethylene	µg/L			
1,1,2,2-tetrachloroethylene	µg/L			
Tetrachloroethylene	µg/L			
2-chloroethyl vinyl ether	µg/L			
Chloroform	µg/L			
Chloromethane	µg/L			
Dichlorodifluoromethane	µg/L			
Trichloroflouromethane	µg/L			
Ethylebenzene	µg/L			
Methylene chloride	µg/L			
1,2-dichloropropane	µg/L			
1,3-dichloropropane	µg/L			
Toluene	µg/L			
Vinyl chloride	µg/L			
Acrolein	µg/L			
Acrylonitrile	µg/L			
Monochlorobenzene	µg/L			
O-dichlorobenzene	µg/L			
Para-dichlorobenzene	µg/L			
Bromobenzene	µg/L			
1,1,2-trichloroethane	µg/L			
1,2,3-trichloropropane	µg/L			
1,3-dichloropropene	µg/L			

B2: Cost per Site Volatile Organics

\$145.00

Schedule 2, Section B, Base - Neutral Extractable Organic - Price Schedule Sheet

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
1,3-dichlorobenzene	µg/L			\$300.00
1,4-dichlorobenzene	µg/L			
Hexachloroethane	µg/L			
1,2-dichlorobenzene	µg/L			
Bis (2-chloroethyl) ether	µg/L			
Hexachlorocyclopentadiene	µg/L			
Nitrobenzene	µg/L			
bis (2-chlororthoxy) methane	µg/L			
2-Chloronapthalene	µg/L			
Acenaphthylene	µg/L			
Acenaphthene	µg/L			
Isophorone	µg/L			

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Flourene	µg/L			
2,6-dinitrotoluene	µg/L			
1,2-diphenylhydrazine	µg/L			
2,4-dinitrotoluene	µg/L			
<i>N-nitosodiphenylamine</i>	µg/L			
Hexachlorobenzene	µg/L			
4-bromophenyl phenyl ether	µg/L			
Phenanthrene	µg/L			
Bis (chloromethyl) ether	µg/L			
Anthracene	µg/L			
Dimethylphthalate	µg/L			
Diethylphthalate	µg/L			All in one run
Flouranthene	µg/L			
Bix (2-chloroisoprophyl) ether	µg/L			
Hexachlorobutadiene	µg/L			
1,2,4-trichlorobenzene	µg/L			
Napthalene	µg/L			
Pyrene	µg/L			
Di-n-butylphthalate	µg/L			
Benzidine	µg/L			
Butyl benzylphthalate	µg/L			
Di-n-octylphthalate	µg/L			
Chrysene	µg/L			
Bis (2-ethyhexl) phthalate	µg/L			
Benzo (a) anthracene	µg/L			
Benzo (b) flouranthene	µg/L			
Benzo (k) floroanthene	µg/L			
Benzo (a) pyrene	µg/L			
Ideno (1,2,3-cd) pyrene	µg/L			
Dibenzo(a,h) anthracene	µg/L			
Benzo (g h I) perylene	µg/L			
N-nitrosodimethylamine	µg/L			
N-nitrosodi-n-propylamine	µg/L			
4-chloro-phenyl ether	µg/L			
3,3'-dichlorobenzidine	µg/L			
2,3,7,8-tetrachlorodibeze-p-dioxin	µg/L			\$200.00

B3: Cost per Site Base-Neutral Extractable Organics

\$500.00

Schedule 2, Section C, Acid Extractable Organics- Price Schedule Sheet

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
2-chlorophenol	µg/L			All in one run
Phenol	µg/L			
2,4-dichlorophenol	µg/L			
2-nitrophenol	µg/L			
P-chloro-m-cresol	µg/L			
2,4,6-trichlorophenol	µg/L			
2,4-dimethylphenol	µg/L			
2,4-dinitrophenol	µg/L			
4,6-dinito-o-cresol	µg/L			
4-nitrophenol	µg/L			
Pentachlorophenol	µg/L			

B4: Cost per Site Acid Extractable Organics

\$225.00

Schedule 2, Section D, Pesticides and PCB's - Price Schedule Sheet

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Aldrin	µg/L			\$130.00
Dieldrin	µg/L			
4,4' -DDT	µg/L			
4,4'-DDE (p,p'-DDE)	µg/L			
4,4'-DDD (p,p'-TDE)	µg/L			
Alachlor	µg/L			
Aldicarb	µg/L			
Endrin	µg/L			
Endrin aldehyde	µg/L			
Glyphosphate	µg/L			
Heptachlor	µg/L			
Heptachlor epoxide	µg/L			All in one run
Picloram	µg/L			
Taxaphene	µg/L			
Alpha-BHC	µg/L			
<i>Beta-BHC</i>	µg/L			
Gamma-BHC (lindane)	µg/L			
Delta-BHC	µg/L			
Carbofuran	µg/L			
Chlorodane	µg/L			
Dalapon	µg/L			
Aldicarb sulfoxide	µg/L			

Aldicarb sulfone	µg/L			
Atrazine	µg/L			
Ethylene dibromide	µg/L			
Edothall	µg/L			
Endosulfan	µg/L			
Endosulfan sulfate	µg/L			
Dinoseb	µg/L			
Diquat	µg/L			
Dibromochloropropane	µg/L			
Methoxychlor	µg/L			
Oxamyl (vydate)	µg/L			
Simazine	µg/L			
PCB-(Aroclor)-1221	µg/L			\$90.00
PCB-(Aroclor)-1232	µg/L			
PCB-(Aroclor)-1242	µg/L			
PCB-(Aroclor)-1248	µg/L			
PCB-(Aroclor)-1254	µg/L			All in one run
PCB-(Aroclor)-1260	µg/L			
PCB-(Aroclor)-1016	µg/L			

B5: Cost per Site Pesticides and PCB's

\$220.00

Schedule 3, Low Level Pesticide Scan - Price Schedule Sheet

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Alachlor	µg/L		<0.03	All in one run
Aldrin	µg/L		<0.03	
Alpha BHC	µg/L		<0.02	
Beta BHC	µg/L		<0.02	
Delta BHC	µg/L		<0.02	
Chlordane	µg/L		<0.20	
Cis-chlorodane	µg/L		<0.10	
Trans-chlorodane	µg/L		<0.10	
Chlordene	µg/L		<0.10	
Chlordene, alpha	µg/L		<0.10	
Chlordene, gamma	µg/L		<0.10	
Dacthal	µg/L		<0.10	
o,p-DDD	µg/L		<0.20	
p,p-DDD	µg/L		<0.10	
o,p-DDE	µg/L		<0.20	
p,p-DDE	µg/L		<0.20	

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
o,p-DDT	µg/L		<0.20	
p,p-DDT	µg/L		<0.10	
DDT	µg/L		<0.70	
Diazinon	µg/L		<0.050	
Dieldrin	µg/L		<0.06	
Di-syston	µg/L		<2.00	
Durspan	µg/L		<0.100	
Endrin	µg/L		<0.03	
Endrin aldehyde	µg/L		<0.60	
Endrin keytone	µg/L		<0.10	
Endosulfan, alpha	µg/L		<0.20	
Endosulfan, beta	µg/L		<0.20	
Endosulfan sulfate	µg/L		<0.20	
Ethyl parathion	µg/L		<1.00	
Heptachlor	µg/L		<0.03	
Heptachlor epoxide	µg/L		<0.03	
Hexachlorobenzene	µg/L		<0.20	
Lindane	µg/L		<0.02	
Malathion	µg/L		<0.40	
Methyl parathion	µg/L		<0.10	
Methoxychlor	µg/L		<0.70	
Cis-nonachlor	µg/L		<0.10	
Oxychlorthane	µg/L		<0.10	
Parathion	µg/L		<0.10	
PCNB	µg/L		<0.03	
PCB-(Aroclor)-1016	µg/L		<0.30	All in one run
PCB-Aroclor)-1221	µg/L		<0.30	
PCB-(Aroclor)-1232	µg/L		<0.30	
PCB-(Aroclor)-1242	µg/L		<0.30	
PCB-(Aroclor)-1248	µg/L		<0.30	
PCB-1254 (In sediment)	µg/Kg		<20.0	
PCB-(Aroclor)-1260	µg/L		<0.30	
Total PCB	µg/L		<0.30	
Ronnel	µg/L		<0.02	All in one run
Toxaphene	µg/L		<0.30	
Treflan	µg/L		<0.02	

B6: Cost per Site Low Level Pesticides

\$470.00

SCHEDULE 4, TCLP- PRICE SCHEDULE SHEET

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Barium	µg/L			\$13.00
Benzene	µg/L			All in one run
Cadmium	µg/L			\$13.00
Carbon Tetrachloride	µg/L			All in one run
Chlordane	µg/L			
Chlorobenzene	µg/L			
Chloroform	µg/L			
Chromium	µg/L			\$13.00
o-Cresol	µg/L			
m-Cresol	µg/L			
p-Cresol	µg/L			
2,5-D	µg/L			
1,4-Dichlorobenzene	µg/L			
1,2-Dichloroethane	µg/L			All in one run
1,1-Dichloroethylene	µg/L			
2,4-Dinitrotoluene	µg/L			
Endrin	µg/L			
Vinyl Chloride	µg/L			
Heptachlor	µg/L			
Hexachlorobenzene	µg/L			
Hexachlorobutadiene	µg/L			
Hexachloroethane	µg/L			
Lead	µg/L			\$99.00* TCLP Extraction
Mercury	µg/L			\$36.00* Dig
Methoxychlor	µg/L			
Methyl Ethyl Ketone	µg/L			
Nitrobenzene	µg/L			
Pentachlorophenol	µg/L			
Pyridine	µg/L			
Selenium	µg/L			\$13.00
Silver	µg/L			\$13.00
Tetrachloroethylene	µg/L			
Toxaphene	µg/L			
Trichloroethylene	µg/L			
2,4,5-Trichlorophenol	µg/L			

<i>Parameter</i>	<i>Unit</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
2,4,6-Trichlorophenol	µg/L			
2,4,5-TP Silvex	µg/L			
metals digestion	NA			\$16.00*

B7: Cost per Site TCLP

\$845.00*

Comments: *Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

C. North Canadian River Monitoring Water Column - Price Schedule Sheet

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Ammonia-N	mg/L			\$25.00
Nitrite-N	mg/L			\$22.00
Nitrate-N	mg/L			\$22.00
TKN	mg/L			\$31.00
Phosphorus, Total	mg/L			\$32.00
Ortho Phosphorus	mg/L			\$22.00
Chlorophyll A	mg/L			\$83.00
BOD5	mg/L			\$20.00
COD	mg/L			\$26.00
Conductance	µmhos/cm			\$13.00
pH	SU			\$12.00
Total Hardness (as CaCO3)	mg/L			\$21.00
Settable, Solids	ml/L/hr.			\$13.00
Total Suspended Solids	mg/L			\$20.00
<i>Enterococci</i>	CFU/100 ml			\$72.00*
<i>E. coli</i>	CFU/100 ml			\$65.00*
Total Arsenic	mg/L			\$13.00
Total Barium	mg/L			\$13.00
Total Cadmium	mg/L			\$13.00
Total Chromium	mg/L			\$13.00
Total Copper	mg/L			\$13.00
Total Iron	mg/L			\$13.00
Total Lead	mg/L			\$13.00
Total Mercury	mg/L			\$36.00*Dig

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Total Nickel	mg/L			\$13.00
Total Selenium	mg/L			\$13.00
Total Silver	mg/L			\$13.00
Total Zinc	mg/L			\$13.00
metals digestion	NA			\$16.00*
Acrolein	mg/L			All in one run
Acrylonitrile	mg/L			
Benzene	mg/L			
Bromoform	mg/L			
Carbon Tetrachloride	mg/L			
Chlorobenzene	mg/L			
Chlorodibromomethane	mg/L			
Chloroethane	mg/L			
1,1-Dichloroethane	mg/L			
1,2-Dichloroethane	mg/L			
1,1-Dichloroethylene	mg/L			
1,2-Dichloropropane	mg/L			
1,3 Dichloropropylene	mg/L			
Ethylbenzene	mg/L			
Methyl Bromide	mg/L			
Methyl Chloride	mg/L			All in one run
Methylene Chloride	mg/L			
1,1,2,2-Tetrachloroethylene	mg/L			
Tetrachloroethylene	mg/L			
Toluene	mg/L			
1,2-trans-Dichloroethylene	mg/L			
1,1,1-Trichloroethane	mg/L			
1,1,2-Trichloroethane	mg/L			
Vinyl Chloride	mg/L			
Trichloroethylene	mg/L			
<i>Cost per Site</i>				\$839.00*

Comments: *Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

North Canadian River Study Sediment- Price Schedule Sheet

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
COD	mg/Kg			\$80.00
Total Phosphorus	mg/Kg			\$32.00

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Total Arsenic	mg/Kg			\$13.00
Total Barium	mg/Kg			\$13.00
Total Cadmium	mg/Kg			\$13.00
Total Chromium	mg/Kg			\$13.00
Total Copper	mg/Kg			\$13.00
Total Iron	mg/Kg			\$13.00
Total Lead	mg/Kg			\$13.00
Total Mercury	mg/Kg			\$36.00*Dig
Total Nickel	mg/Kg			\$13.00
Total Selenium	mg/Kg			\$13.00
Total Silver	mg/Kg			\$13.00
Total Zinc	mg/Kg			\$13.00
metals digestion				\$16.00*
Acenaphthene	mg/Kg			All in one run
Acenaphthylene	mg/Kg			
Anthracene	mg/Kg			
Benzidine	mg/Kg			
Benzo (a) anthracene	mg/Kg			
Benzo (a) pyrene	mg/Kg			
3,4-Benzofluoranthene	mg/Kg			
Benzo (ghi) pyrene	mg/Kg			
Benzo (k) flouroanthene	mg/Kg			All in one run
Bis (2-chloroethoxy) methane	mg/Kg			
Bis (2-chloroethyl) ether	mg/Kg			
Bis (2-chloroisopropyl) ether	mg/Kg			
Bis (ethylhexyle) phthalate	mg/Kg			
4-Bromophenyl phenyl ether	mg/Kg			
Butybenazyl phthalate	mg/Kg			
2-Chloronaphthalate	mg/Kg			
4-Chlorophenyl phenyl ether	mg/Kg			
Chrysene	mg/Kg			
Dibenzo (a,h) anthracene	mg/Kg			
1,2-Dichlorobenzene	mg/Kg			
1,3-Dichlorobenzene	mg/Kg			
1,4-Dichlorobenzene	mg/Kg			
3,3-Dichlorobenzidine	mg/Kg			
Diethyl phthalate	mg/Kg			
Dimethyl phthalate	mg/Kg			
Di-n-butyl phthlate	mg/Kg			
Flouroanthene	mg/Kg			

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Flourine	mg/Kg			All in one run
Hexachlorobenzene	mg/Kg			
Hexachlorobutadiene	mg/Kg			
2,4-Dinitrotoluene	mg/Kg			
2,6-Dinitotoluene	mg/Kg			
Di-n-octyl phthalate	mg/Kg			
1,2 Diphenylhydrazine	mg/Kg			
Hexachlorocyclopentadiene	mg/Kg			
Hexachlorothane	mg/Kg			
Indeno (1,2,3 -cd) Pyrene	mg/Kg			
Isophorone	mg/Kg			
Napthalene	mg/Kg			
Nitrobenzene	mg/Kg			
N-Nitrosodimethylamine	mg/Kg			
N-Nitrosodi-n-propylamine	mg/Kg			
N-Nitrosodiphenylamine	mg/Kg			All in one run
Phenanthrene	mg/Kg			
Pyrene	mg/Kg			
1,2,4 Trichlorobenzene	mg/Kg			
2-Chlorophenol	mg/Kg			
2,4 Dichlorophenol	mg/Kg			
2,4-Dimethylphenol	mg/Kg			
4,6-Dinito-o-cresol	mg/Kg			
2,4-Dinitrophenol	mg/Kg			
2-Nitrophenol	mg/Kg			
4-Nitrophenol	mg/Kg			
p-Chloro-m-cresol	mg/Kg			
Pentachlorophenol	mg/Kg			
Phenol	mg/Kg			
2,4,6-Trichlorophenol	mg/Kg			
<i>Cost per Site</i>				\$656.00

Comments: *Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

Schedule 3, North Canadian River Study Water Column Pesticide/PCB

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>Minimum Reporting Limits</i>	<i>Cost per Sample</i>

Aldrin	mg/Kg			\$130.00
Alpha-BHC	mg/Kg			
Beta-BHC	mg/Kg			
Gamma-BHC	mg/Kg			
Delta BHC	mg/Kg			
Chlordane	mg/Kg			
4,4-DDT	mg/Kg			
4,4-DDE	mg/Kg			All in one run
4,4-DDD	mg/Kg			
Dieldrin	mg/Kg			
Alpha-Endosulfan	mg/Kg			
Beta-Endosulfan	mg/Kg			
Endosulfan Sulfate	mg/Kg			
Endrin	mg/Kg			
Endrin Aldehyde	mg/Kg			
Heptachlor	mg/Kg			
Heptachlor Epoxide	mg/Kg			
Toxaphene	mg/Kg			
PCB-1242	mg/Kg			\$90.00
PCB-1254	mg/Kg			
PCB-1221	mg/Kg			
PCB-1232	mg/Kg			All in one run
PCB-1248	mg/Kg			
PCB-1260	mg/Kg			
PCB-1016	mg/Kg			
Cost per Site				\$220.00

C. NORTH CANADIAN RIVER STUDY

C1	Cost for Each Station	\$ 1,715.00
C2:	Annual Cost (3 stations, 4 times annually)	\$20,580.00

Comments: **E. coli*, *Enterococci*, and Fecal coliform test will be charged at different rates when they are received after hours where they cannot be delivered to a local laboratory in order to be ran within their required holding times. Prices are as follows. *E. coli* = \$221.00, *Enterococci* = \$142.00 Fecal = \$104.00.

D. Wet Weather Analytical Monitoring- Price Schedule Sheet

Parameters	Unit	Method	MRL	Cost per Sample
Biochemical Oxygen Demand (BOD)	mg/L			\$20.00
Chemical Oxygen Demand (COD)	mg/L			\$26.00
Oil and Grease	mg/L			\$44.00
Total Suspended Solids (TSS)	mg/L			\$20.00

Total Dissolved Solids (TDS)	mg/L			\$20.00
Total Nitrogen	mg/L			\$10.00
Total Kjeldahl Nitrogen	mg/L			\$31.00
Total Dissolved Phosphorus	mg/L			\$32.00
Total Phosphorus	mg/L			\$32.00
Total Hardness (as CaCO3)	mg/L			\$21.00
<i>E. coli</i>	CFU/ 100 ml			\$65.00*
Total Cadmium	µg/L			\$13.00
Total Copper	µg/L			\$13.00
Total Lead	µg/L			\$13.00
Total Zinc	µg/L			\$36.00*Dig
Total Mercury	µg/L			\$13.00
Total Thallium	µg/L			\$13.00
metals digestion				\$16.00*
Flow Weight Composite	NA			\$30.00

D. WET WEATHER ANALYTICAL MONITORING

D1: Cost per Station Wet Weather Monitoring (Flow Weight Composite)	\$ 490.00
D2: Annual Cost (3 Stations, 2 times Annually)	\$2,940.00

Comments: *E. coli, Enterococci, and Fecal coliform test will be charged at different rates when they are received after hours where they cannot be delivered to a local laboratory in order to be ran within their required holding times. Prices are as follows. *E. coli* = \$221.00, *Enterococci* = \$142.00 Fecal = \$104.00.

*Metals digestion charges will apply per container submitted for metals analysis (except Hg which has its own additional digestion fee). Whether it be one or multiple metals requested which require digestion, the fee will only be assessed one time per one container submitted for metals. Each sample container which requires metal digestion will be subject to the digestion charge.

E. Total Maximum Daily Load Monitoring - Price Schedule Sheet

<i>Parameter</i>	<i>Units</i>	<i>Method</i>	<i>MRL</i>	<i>Cost per Sample</i>
Total Suspended Solids (TSS)	mg/L			\$20.00
CBOD20	mg/L			\$100.00
Total Nitrogen	mg/L			\$10.00
Nitrate + Nitrite as Nitrogen (mg/L)	mg/L			\$22.00
Total Kjeldahl Nitrogen	mg/L			\$31.00
Total Phosphorus	mg/L			\$32.00
<i>E. coli</i>	CFU/100			\$65.00*
Flow Weight Composite (when applicable)	NA			\$30.00

E. TOTAL MAXIMUM DAILY LOAD MONITORING

E1: Cost per Station Fixed Interval (Grab Sample)	\$ 280.00
E2: Annual Cost Fixed Interval (3 stations, 4 times annually)	\$ 3,360.00
E3: Cost per Station Trend Monitoring Wet Weather (Flow Weight Composite)	\$ 310.00
E4: Annual Cost Trend Wet Weather (3 stations, 4 times annually)	\$ 3,720.00
E5: Cost per Station Major Outfall Monitoring (Grab Sample)	\$ 280.00
E6: Annual Cost Major Outfall Monitoring (27 stations, 4 times annually)	\$30,240.00

Comments: **E. coli*, *Enterococci*, and Fecal coliform test will be charged at different rates when they are received after hours where they cannot be delivered to a local laboratory in order to be ran within their required holding times. Prices are as follows. *E.coli*= \$221.00, *Enterococci* = \$142.00 Fecal = \$104.00.

F. SAMPLE PRESERVATIVES/SAMPLING CONTAINERS

Fl: 1 Year Supply	\$0.00
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G. BIOLOGICAL IDENTIFICATION AND SUBSAMPLING

G 1: Fish Sample Identification (Shock and Seine)/Sile	\$250.00
G2: Macroinvertebrate Identification/Sample	\$ 75.00
G3: Macroinvertebrate Subsampling/Sample	\$115.00

Note: Subcontracted taxonomic services must be approved by authorized City staff.

H. REAGENT GRADE WATER AND DECONTAMINATION

H1: Reagent grade water supply*	\$50.00
H2: Decontamination/Unit - Carboy	\$12.00
H3: Decontamination/Unit – Splitter Churn	\$50.00

Note: Typical equipment to be decontaminated includes splitter churns and carboys. If the costs vary for decontamination of different types of equipment, please describe. A "unit" for a splitter churn includes the churn and bucket. The "unit", for the carboy includes the spigot and the carboy.

*If requested by authorized City staff, the Laboratory will provide analytical testing results of reagent grade water prior to supplying the water to the City. The City will be responsible for payment of the analytical testing per the price schedule sheets.

G. SAMPLING PICKUP EVENT

G1: Per event	\$30.00
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Note: A sampling event is defined as an event where the Consultants' field personnel arrive to pick up samples at a centralized distribution point. Samples are subsequently transported to the

Consultants local field office, prepared for shipping, and subsequently shipped to the Consultants central laboratory for processing.

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EXHIBIT C
ANTI/NON-COLLUSION AFFIDAVIT
PROJECT NO. MC-0677
STORM WATER ANALYSIS, CONSULTATION SERVICES,
AND DATA REPORT GENERATION

State of _____)
County of _____) SS.

The undersigned Laboratory, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Laboratory; that the Laboratory has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Laboratory further states that the Laboratory has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Laboratory or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Laboratory states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Laboratory: ANA-LAB corp.

Signature of executing individual: Bill Peery

Title: VP

2600 Dudley Rd. Kilgore TX 75662
Address of the Laboratory Zip Code

903/984-0551 903/984-5914
(A.C.) Tel. Number FAX Number

Signed and sworn to before me on this 7th day of June, 2022, by
Bill Peery, as VP.

My Commission Expires/Commission Number:
10-16-2024 / 6811774 (Seal)

Renee Johnson
Notary Public



AGENCY CUSTOMER ID: 0000097

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Threlkeld & Company Insurance		NAMED INSURED Ana-Lab Corporation	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability policy includes a Primary and Non-Contributory provision as required by written contract.