

CONTRACT FOR ENGINEERING SERVICES

This contract for initial site characterization, preliminary emergency response, and site assessment services ("Contract") is entered into this _____ day of _____, 20____, by and between The City of Oklahoma City, a municipal corporation ("City"), and _____ ("Engineer").

WITNESSETH:

**PROJECT NO. MC-0746
INITIAL SITE CHARACTERIZATION, EMERGENCY RESPONSE,
AND SITE ASSESSMENT SERVICES**

WHEREAS, the City and its beneficiary Trusts intend to engage the services of the Engineer to perform preliminary emergency response, initial site characterization for underground fuel storage tanks, fuel handling equipment and other hazardous materials, Phase I and Phase II site assessments, and other environmental and engineering-related services; and

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

WHEREAS, the Engineer 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, November 18, 1986, and August 29, 2023 which resolution, with its amendments, is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

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. *Beneficiary Trusts* Any trust of which The City of Oklahoma City is a beneficiary.
 - B. *City* The City of Oklahoma City, a municipal Corporation, wherein the term "City" appears in this contract, the same shall also apply (as applicable) to any of the City's Beneficiary Trusts.

- C. *City Engineer* The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- D. *Contract Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
- E. *Term of Contract* The term of this Contract shall run from date of execution through June 30, 2027.

2. **Engineering Services.** The Engineer is hereby engaged and employed by the City to perform in accordance with good engineering 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.

Emergency Response services shall be provided on a year round, 24 hour basis to respond to spills or leaks of fuels, chemicals, and other hazardous substances from City owned equipment, or on City owned or operated sites. Detailed site characterization and emergency response services will be specifically performed as outlined in Exhibit A.

Site Characterization services shall generally include (as assigned by the City Engineer): preliminary release investigation or site checks when a suspicion of release exists; response to and assessment of a confirmed environmental release from an underground storage tank (UST) for the purposes of implementing initial abatement measures and site check activities; for UST sites found to be contaminated with regulated substances, provide initial site characterization and corrective action plan through preparation of Risk Based Analyses and Corrective Actions, including installation of monitoring wells; planning and preparation of all specifications, drawings, instructions and cost estimates for removal of UST systems from service to include assessing the site at closure or change in service; and, preparation of any and all required information to the City of Oklahoma City and/or the Oklahoma Petroleum Release Indemnity Fund to obtain any reimbursements from the Fund on behalf of the City of Oklahoma City.

Assessment Services shall generally include, but not be limited to:

- Phase I and Phase II Environmental Site Assessments and Site Remediation;
- Wetlands permitting, designations, and community outreach;
- Brownfields and Voluntary Clean-up;
- Above-ground storage tank assessment, design, and compliance;
- Clean Air Act compliance and assistance with regional non-attainment issues, including source assessment, modeling, State Implementation Plan support on behalf of the City, and review of alternative fuels for City vehicles;

- Oklahoma Department of Environmental Quality (ODEQ) air permitting, compliance assistance, emission inventories, emission testing, odor testing, and air toxics compliance; and
 - Assistance with storm water pollution prevention planning, compliance and monitoring.
 - Asbestos and lead-based paint services and abatement.
3. **Compensation**. The City agrees to pay the Engineer compensation for professional services outlined in Exhibit B.
4. **Payments**.
- A. Invoices shall be submitted monthly. Invoices for the amount and value of the work and services performed by the Engineer shall meet the standards of quality as established under this Contract. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein, an amount equal to the actual payroll cost based on employee timecards at the hourly rate for employees working on the project as indicated in Exhibit B attached hereto. The invoices shall be prepared by the Engineer and be accompanied by all supporting data required by the City. Additionally, the invoices must be accompanied by a description of the position of the employee with the Engineer or Engineer's sub-contractor and the employee's hours expended. 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 Engineer 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 Engineer 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 Engineer 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 is in excess of the "not to exceed" amount or limitation established in Exhibit B.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
5. **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.
6. **Indemnity**. The Engineer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City

or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer must indemnify the City and participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

7. **Insurance.** Prior to approval of this contract, the Engineer shall obtain insurance coverage as provided below. The Engineer 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 Engineer 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.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher 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 Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer 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 Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Engineer 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 Engineer authorizes the City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer'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 Engineer 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 below the aggregate limit required to this contract, the Engineer 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 below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The Engineer must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and its participating trusts. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the City and its participating trusts and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- 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 Engineer 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.

- G. The Engineer and its insurer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer and its insurer must indemnify the City and participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

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 Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer 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 the convenience by the City, the City shall pay the Engineer 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 Engineer, 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 Engineer, the City will provide a copy of such stop work order to the contractor.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, 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, Suite 700

Oklahoma City, Oklahoma 73102

Attn: Deborah K. Miller, P.E., Interim Director of Public Works/Interim City Engineer

Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Engineer:

Firm

Address

Oklahoma City, Oklahoma ZIP

Attn: Name, Title

Phone Number (405) 000-0000

Fax Number (405) 000-0000

Emergency Contact(s) name/phone numbers:

NAME

Home Phone: (405)

Cell Phone: (405)

NAME

Home Phone: (405)

Cell Phone: (405)

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 shall be deemed received when delivered or when deposited in the United States mail.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract. All work product provided by the Engineer must comply with and provide for compliance with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto in the use of the work product of the Engineer. All work product provided by the Engineer must specifically direct and must provide sufficient information and contacts for the Construction Contractor to timely comply with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, in the use of the work product of the Engineer and timely performance by the Construction Contractor.

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 Engineer or the contractor(s) on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, 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 Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits 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 Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.

13. **Reporting to the City.** The Engineer shall report to the City as required by the City Engineer.
14. **Prohibition Against Collusion.** The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer 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 Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Engineer must execute the Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Engineer's employees, sub-consultants or subcontractors on assigned projects shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to assigned projects and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Engineer's contract.
16. **Work Orders.** A project-specific work order will be written upon receipt from the Engineer a project proposal, time for completion, and estimate of cost for services to be performed. The services of the Engineer are to commence upon the date set out in the work order issued by the City, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract. If the Engineer cannot perform the work and/or services within the time provided, and upon submission by the Engineer 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 Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete the work in the time specified in the Work Order for reason beyond its control. The engineer is prohibited from claiming damages for delays and extensions of time.

17. **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 Engineer. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Engineer. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These backup CADD computer files are the property of the Engineer.
18. **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.
19. **Standard of Care.** In providing the work and services herein, the Engineer 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 Engineer 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 Engineer.
20. **Backup Required.** In accordance with good engineering practices, the Engineer 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 Engineer must timely recreate all data within the original time frame of the engineering contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer 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.
21. **Sub-consultants. Sub-consultants.** The Engineer agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services and the scope of work and/or services to be performed related to this Contract. Such approval of subcontractors and sub-consultants and scope of work and/or services to be performed will not be unreasonably withheld. The Engineer must notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors and changes in the subcontractor or sub-consultant's scope of work and services related to this Contract. Approval of subcontractors or sub-consultants or their work and services will not relieve or release the Engineer from responsibility or liability

to perform all work and services under this Contract and will not create any responsibility, liability or duty upon the City as to the selection of or work and services provided by the subcontract or sub-consultant under this Contract.

22. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Engineer agrees as follows:
- A. The Engineer 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 Engineer 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 Engineer shall agree to post, in conspicuous places, Exhibit D.
 - B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The City may declare the Engineer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
 - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
23. **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 Engineer to provide professional and personal services to the City, the parties agree that the Engineer may not assign its obligations, rights or interest in this Contract except the assignment of subcontractors and sub-consultants as set forth in paragraph "Termination for Default" subparagraph B.
24. **Termination for Default.** The City may terminate or cancel this Contract for cause, in whole or in part, for failure of the Engineer to fulfill in accordance with good engineering practices and in the best interests of the City or to promptly fulfill its obligations under this Contract.
- A. After due default notice and thirty (30) days within which to correct the default, this Contract may be terminated by the non-defaulting party upon written notice. Upon termination for cause by the City, the City shall pay the Engineer for all work and services completed in accordance with good engineering practices and in the best

interests of the City and useable by the City for the project(s) in the Notice to Proceed, up to the time of the effective date of termination.

- B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Engineer 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 Engineer 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 Engineer and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Engineer shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Engineer'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.

25. **Time Is of the Essence.** Both the City and the Engineer 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.
26. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer 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 Engineer 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.
27. **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.
28. **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 Engineer concerning the Contract. Neither the City nor the Engineer 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.

29. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Engineer. In the event the Engineer's scope of work is increased or changed so as to materially increase the need for engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.
30. **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.
31. **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.
32. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. 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.
33. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
34. **Parties Bound.** This Contract shall be binding upon and inure 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.
35. **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.
36. **Effective Date.** The effective date of this Contract shall be the date of execution of this contract by the City.
37. **Term of Contract.**
 - 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, 2027, 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 Engineer 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 Engineer denoting the termination of this Contract and any extended time.
- E. The Engineer 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 Engineer 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-0746
INITIAL SITE CHARACTERIZATION, EMERGENCY RESPONSE,
AND SITE ASSESSMENT SERVICES

I. Emergency Response

Emergency response shall be generally defined as a City-declared emergency where a release or the material threat of a release of a hazardous substance(s) may endanger the public health, safety, and/or welfare. The time period delineating an emergency response extends from the initial contact on a specific site until the immediate danger (in the judgment of the City Engineer) has subsided.

A. The Engineer will provide emergency response services on a year round, 24 hour basis to respond to spills or leaks of fuels, chemicals, and other hazardous substances from City owned equipment, or on City owned or operated sites. Emergency response may include one or more of, but shall not limited to, the following:

- removal and disposal of regulated and any non-regulated substances from an UST system or other sources onto City owned or controlled property;
- removal of regulated and any non-regulated UST system;
- site demarcation and security;
- ventilation of confined areas to remove explosive vapors and reduce exposure of occupants to hazardous substances to acceptable levels;
- control release of regulated and any non-regulated substances to the air, soil, or groundwater;
- prevention of migration of a released substance;
- removal and disposal of free phase regulated and any non-regulated substances from groundwater;
- drill and construct monitoring wells and/or removal wells;
- removal or neutralization of spills of caustic or corrosive materials;
- provide expert testimony;
- design, construction, and operation of interceptor trenches;
- asbestos and lead-based paint investigations and abatement;
- mold and indoor air quality investigation and abatement; and
- noise monitoring and noise impact evaluations
- Industrial hygiene services.

B. The Engineer will provide the following:

- Provide 24-hour emergency call procedures. The Engineer will provide qualified emergency response personnel and supervisors to assist in control and clean-up of hazardous material incidents for the City.

- The Engineer will provide personnel and supervision on sites within the boundaries of the City within two (2) hours, to assess conditions and develop a response plan.
 - Equipment and supplies will be expected to be on site within 16 hours after conditions have been assessed.
- C. All activities performed in conjunction with an emergency response shall be fully documented and copies of all records shall be provided as part of project completion. This includes time sheets, invoices for payment of services, and other incurred expenses.
- . Any subcontracts for equipment or other items not listed in this contract such as (but not limited to): backhoes, vacuum trucks, dump trucks, pumps, temporary storage tanks, vapor suppressant chemicals, plumbers, electricians, other skilled workers, asbestos and lead-based paint abatement equipment supplies and personnel, etc., under this Contract will be paid at a rate of cost plus ten percent (10%).

II. Specific Underground Storage Tank (UST) Services and Site Characterization Activities

A. Suspicion of a Release

Reference OAC 165:25-3-7 (Release Reporting) and 165:25-3-8 (Release Investigation and Confirmation)

- (1) All work shall conform to Oklahoma City Standard Specification and all State of Oklahoma and Federal Regulations including Oklahoma Administrative Code (OAC) 165:25 (Underground Storage Tanks)/165:29 (Corrective Action of Petroleum Storage Tank Releases), September 2017.
- (2) Personnel - The Engineer will provide qualified UST consultants as specified in OAC 165:29-3-90 (Licensing for Remediation Consultants Involved with Closures, Investigations, Removals and the remediation of releases from underground or aboveground storage tanks) to direct all personnel conducting UST sampling, sampling at UST closures, investigations, and remediations or any other work directed by the Oklahoma Corporation Commission in conjunction with this Scope of Work. Certified UST consultants submitting reports, worksheets, checklists, closure reports or other relevant documents which incorporated the Oklahoma Risk Based Corrective Action process or any other risk analysis under OAC 165:25 (Underground Storage Tanks)/165:29 (Corrective Action of Petroleum Storage Tank Releases), Subchapter 3 (Release Prevention Detection and Correction) Part 5 (Corrective Action Requirements) must be qualified in risk based corrective action.

The Engineer will provide site personnel with the proper safety training for emergency response including 40 hour training mandated by 29 CFR 1910.120 along with annual updates.

- (3) Preliminary Release Investigation and Confirmation - The Engineer will conduct preliminary release investigations or Site Checks per OAC 165:29-3-2 (Release Reporting) and 165:25-3-3 (Release Investigation and Confirmation) when a **suspicion of release** exists and as assigned by the City Engineer. The Engineer will prepare a sample plan detailing all sample types, locations, sample depths, measurement methods, nature of suspected material released, cause for suspicion of a release, soil type, depth to groundwater, and any other factors which are pertinent for identifying the presence and source of a possible release.

The Engineer is responsible for preparing all reports for submittal to the Oklahoma Corporation Commission summarizing the actions taken under 165:29-3-3 (Release Investigation and Confirmation) along with analytical results. This includes information from tank tightness testing performed by others and site checks performed by the Engineer. Reports will be prepared for the signature of the City Engineer or his designee within the 20 days allowed by the Oklahoma Corporation Commission per OAC 165:29-3-2 (Release Reporting plus any extension time granted by the OCC).

- (4) The Engineer will submit a plan for corrective action in accordance with OAC 165:25 (Underground Storage Tanks)/165:29 (Corrective Action of Petroleum Storage Tank Releases), Subchapter 3 (Release Prevention, Detection, and Correction) Part 5 (Corrective Action Requirements), when test results for soil and groundwater samples taken outside the excavation zones indicate that a release has occurred.

B. Confirmed Releases

Reference OAC 165:29, Part 5 (Corrective Action Requirements)

Reference OAC 165:29-3-71, (General Applicability; Exception)

Reference OAC 165:29-3-72 (Prescribed Forms)

Reference OAC 165:25-3-73 (Initial Response),

Reference OAC 165:29-3-74 (Initial Abatement Measures and Site Check)

Reference OAC 165:29-3-75 (Initial Site Characterization and Corrective Action Plan)

Reference OAC 165:29-3-76 (Tier 1A ORBCA)

Reference OAC 165:29-3-78 (Free Product Removal)

Reference OAC 165:29-3-79 (Tier 2 and Tier 3 ORBCA)

Reference OAC 165:29-3-80 (Remedial Action Plan)

Reference OAC 165:29-3-81 (Property Owners Affected by Releases; Notice)

Reference OAC 165:29-3-82 (Closure of a Case)

Reference OAC 165:29-3-83 (Laboratory Analysis)

- (1) All work shall conform to Oklahoma City Standard Specifications and all State of Oklahoma and Federal Regulations including Oklahoma Administrative Code (OAC) 165:25 (Underground Storage Tanks)/165:29 (Corrective Action of Petroleum Storage Tank Releases).
- (2) Personnel - The Engineer will provide qualified UST consultants as specified in OAC 165:29-3-90 (Licensing for Remediation Consultants Involved with Closures,

Investigations, Removals and the remediation of releases from underground or aboveground storage tanks) to direct all personnel conducting UST sampling, sampling at UST closures, investigations, and remediations or any other work required by the Oklahoma Corporation Commission in conjunction with this Scope of Work. Certified UST consultants submitting reports, worksheets, checklists, closure reports or other relevant documents which incorporated the Oklahoma Risk Based Corrective Action process or any other risk analysis under OAC 165:25 (Underground Storage Tanks)/165:29 (Corrective Action of Petroleum Storage Tank Releases), Subchapter 3 (Release Prevention Detection and Correction) Part 5 (Corrective Action Requirements) must be qualified in risk based corrective action by the Oklahoma Corporation Commission.

The Engineer will provide site personnel with the proper safety training for emergency response including 40-hour training mandated by 29 CFR 1910.120 along with annual updates.

- (3) Upon assignment by the City, the Engineer will be responsible for response to a confirmed environmental release from a regulated UST site in accordance with OAC 165:29-3-71 through OAC 165:29-3-83. The Engineer will assist the City in reporting the release to the Commission within the required time frames by telephone or electronic mail within 24 hours of discovery with a written confirmation to follow within 20 days in accordance with the requirements established in OAC 165:29-3-74 (Initial Abatement Measures and Site Check). The Engineer will prepare the Initial Abatement and Site Check report for signature by the proper City Representative.
- (4) The Engineer will provide an immediate assessment of the site and prepare a written report summarizing the immediate actions required to prevent further release of regulated substances into the environment. The Engineer upon approval by the City Engineer will implement such action including the hiring of subcontractors on an emergency basis in order to prevent further environmental damage, which would increase the City's liability. The Engineer will also establish site control to mitigate any danger from fire, explosion, or vapors to: the life or health to members of the public or city employees; the environment; and/or real property.
- (5) The Engineer will implement Initial Abatement Measures and Site Check activities in accordance with OAC 165, Chapter 29. This will include emergency response to remove regulated substances from the UST as is necessary to prevent further release of the regulated substance to the environment. The Engineer will take necessary measures to accomplish the following:
 - Limit or stop further migration of released substances into surrounding soils and waters of the state;
 - Monitor and mitigate fire and safety hazards posed by vapors or free product that have migrated from the UST system excavation zone and entered subsurface structures (such as sewers or basements); and

- Remedy any hazards posed by contaminated soils that are excavated or exposed as a result of release confirmation activities, site investigation, abatement, or corrective action activities. Soil disposal will be in accordance with all applicable local, state and federal requirements.
- (6) The Engineer, upon approval by the City, will collect soil and groundwater samples to measure for the presence of controlled substances where the release chemicals are most likely to be present in accordance with OAC 165: 25-3-8 (Release Investigation and Confirmation, Site Check) or OAC 165:29-3-74 (Initial Abatement Measures and Site Check), unless a Site Check has already been completed.

The Engineer will conduct sampling, which considers all sample types, sample locations and measurement methods, type of backfill, sample depths, measurement methods, nature of the stored substance, soil type, depth to groundwater, and any other factors, which are pertinent for identifying the presence and source of the release. The Engineer will cause the sample to be analyzed for chemicals of concern (COCs), using approved analytical methods. The selected analytical methods must be able to detect concentrations of COCs below the action levels cited in OAC 165:25-3-8 (Release Investigation and Confirmation) or below Tier 1 levels as determined in the Oklahoma Risk Based Corrective Action (ORBCA) guidance document, or as directed by the OCC.

- (7) The Engineer will investigate the possible presence of free product and provide necessary information to the City for removal of free product as soon as practicable.
- (8) Preparation of Required Reports - Within 20 days of confirming a release the Engineer will prepare and submit to the City representative a completed Form UST 3-73 - Checklist for Initial Response, Initial Abatement Measures, and Site Check according to OAC 165:29-3-72 (Prescribed Forms) and, if necessary, a formal Free Product Report per OAC 165:29-3-78 (Free Product Report). The Engineer will be responsible for submitting said reports to the City and to the OCC in a timely manner.

C. Initial Site Characterization and Corrective Action Plan

For UST sites exhibiting quantitative evidence of a confirmed release based upon OCC standards, the Engineer will compile information and prepare an Initial Site Characterization and Corrective Action Plan report in accordance with OAC 165:29-3-75 (Initial Site Characterization and Corrective Action Plan). The Corrective Action Plan shall be submitted as a separate part of the report and identify a plan of action for the performance of the Tier 1 - Tier 1A investigation, methods to monitor air, water, and soil during the investigation, and preliminary evaluations to determine potential actions needed to minimize, eliminate, and remediate the release.

The information presented in the report will include, but not necessarily be limited to, the following:

- Data on the nature and estimated quantity of the release;
- Data on surrounding populations;
- Regional water quality;
- The location of wells potentially affected by the release within 330 feet from the source, and the identification of any wellhead protection delineation;
- Subsurface soil conditions;
- Location of subsurface utilities and additional UST systems;
- Climatological conditions;
- Land use;
- Depth to and quality of site specific groundwater;
- Results of any Site Check required under OAC 165:25-3-8 (Release Investigation and Confirmation) OAC 165:29-3-65 (Assessing the Site at Closure or Change in Service); and
- Results of any free product recovery investigations required under OAC 165:29-3-78.

The Initial Site Characterization and Corrective Action Plan reports will be prepared for the signature of the City Engineer or his designee within the twenty (20) days or according to a schedule set by the OCC per OAC 165:29-3-75 (Initial Site Characterization and Corrective Action Plan).

D. Tier 1 and Tier 1A ORBCA, Classification and Prioritization

- (1) For UST sites found to be contaminated with regulated substances such as diesel fuel, gasoline, used oil, or other substances, the Engineer will compile information and prepare a Tier 1 and Tier 1-A Risk Base Analysis in accordance with OAC 165:29-3-76 (Tier 1 ORBCA), and the ORBCA Guidance Document.
- (2) The Engineer will be responsible for completion of the following activities in order to prepare the Tier 1/Tier 1-A Analysis:
 - Use ORBCA Tier 1A procedures, as described in OAC 165:29-3-76.
 - Development of the site conceptual exposure model (SCEM) using the ORBCA Guidance Document, July 2008, Sections 4.7 and 5.2;
 - Selection of relevant risk based Tier 1 Screening levels from the ORBCA Guidance Document tables;
 - Performance of Tier 1 Analysis using site concentrations of COCs from laboratory analyses and Tier 1 table values;
 - If any of the site-specific COCs analytical values exceed the look-up values for the appropriate exposure routes, the Engineer will perform a Tier 1-A assessment. Site assessment information will be developed to justify modification of the fate and transport parameters in the risk assessment model.

- (3) Monitoring Wells - The Engineer will be responsible for installation a minimum of four (4) groundwater monitoring wells per 165:29-3-76 (Tier 1A ORBCA) to complete ORBCA Tier 1A evaluations. The groundwater monitoring wells will be completed to approximately 5 feet below the top of the groundwater layer to allow sampling to provide water-quality data; provide water level data to define the direction of groundwater flow; and help in source identification. Monitoring wells will be constructed using Schedule 40, flush-joint, threaded PVC casing and 0.010-inch machine-slotted screens. The bottom of the screen will be sealed with a solid end cap. Above the screen, solid casing will extend to within a few inches below land surface (BLS) and capped with a locking watertight cap. The actual screened interval will be determined during on-site activities. If completed as permanent monitoring wells, the annular space will be filled with CSSI 20-40 silica sand to approximately two (2) feet above the well screen. A two (2) foot bentonite seal will be placed above the sand pack. A bentonite/cement grout will then be used to fill the annular space to approximately one (1) foot BLS. A concrete mix will be used to fill the remaining annular space to within a few inches below the top of the casing. The manhole cover will be flush-mounted in a concrete pad. A survey pin will be installed in the concrete pad for future survey reference. The wells will be developed using appropriate OCC protocols until the groundwater produced from each well is reasonably clear, and Ph, temperature and specific conductivity have stabilized. Wells will be located in accordance with the guidance in OAC 165:29-3-76 (Tier 1A ORBCA)(a)(1)(C).
- (4) UST 3-74 and UST 3-75 Worksheets for ORBCA Tier 1 - The Engineer will be responsible for preparation of an Initial Site Characterization and Tier 1 - Tier 1A Risk Assessment Reports in accordance with OCC requirements and the ORBCA Guidance Document. The reports will provide a description of site activities, Tier 1 and 1-A Assessment results, and required recommendations for any subsequent course of action. These reports should be prepared in accordance with OAC 165:29-3-76 (Tier 1A ORBCA) and OAC 165:29-3-79 (ORBCA Tier 2 and Tier 3). Reports will be submitted to the City in sufficient time for review by the City prior to submittal to OCC. These reports will be submitted to the OCC within 45 days of release confirmation, or in accordance with a schedule established by the OCC.

E. Tank System Closures

- (1) Removal and Closure of Underground Storage Tank Systems - Reference OAC 165, Chapter 25, Subchapter 2, Part 13 and the Petroleum Storage Tank Division (PSTD) UST Removal Guidance document, July 2004 - The Engineer is responsible for planning and preparation of all specifications, drawings, instructions, and cost estimates for removal of UST systems from service. This includes preparing and making all preliminary surveys, investigations, studies, reports, plans, and specifications which describe removal of over burden, removal and disposal of liquids and sludges, cleaning of the UST system, safety requirements, temporary lay down and storage areas, job safety, traffic safety, required site restoration, and other actions for

proper UST removal and closure. Site-specific specifications, including bid estimates, site drawings, and any unique requirements, will be developed at the City's request.

Subsequent to tank removal, the Engineer will prepare a Site Closure Report and submit the draft report to the City for review. The Engineer will resolve all comments and submit the report to the OCC within 45 days from the date the tanks were removed from service. The closure report must include all necessary information as stated in the Petroleum Storage Tank Division (PSTD) Removal Guidance document, July 2004.

(2) Assessing the Site at Closure or Change in Service - Reference OAC 165: 25-2-136.

Before permanent closure or a change in service is completed for a tank system, the Engineer will conduct a release investigation in the place where contamination is most likely to be present per the UST Removal Guidance document, July 2004. The Engineer will be responsible for 14-day advance notification of the OCC and coordination with any OCC witness for the closure sampling. The Engineer will coordinate all activities so the OCC witness has at 48 hours advance notice of any changes in schedule. In addition, the Engineer will coordinate with the City UST Consultant in order to provide notification of tank removal actions, sampling events, and the presence of OCC UST inspectors at City tank sites.

The Engineer will prepare a sample plan which considers all sample types, locations, sample depths, measurement methods, nature of suspected material released, cause for suspicion of a release, soil type, depth to groundwater, and any other factors which are pertinent for identifying the presence and source of a possible release. Sample locations will be at least 5 feet from the outer edge of the UST system in native soil or otherwise approved by the OCC.

The Engineer will collect a sufficient number of soil samples from the bottom of the excavated area and from each exposed sidewall and perform a head-space field analysis on each sample using a PID (photoionization detector), FID (flame ionization detector) or other appropriate instrument to determine if VOC's (volatile organic compounds) exist in the soil samples. If the UST system contained used oil, visual as well as field instrumentation should be used to determine if soil contamination exists.

If field instrument analyses indicate the soil in the bottom and sidewall of the excavated pit is free of hydrocarbons, the Engineer will collect, properly containerize, label and preserve soil and groundwater samples according to the UST Removal Guidance document, July 2004 to be analyzed by an analytical laboratory certified by the Oklahoma Department of Environmental Quality. The Engineer shall give 24 hours notice to the Public Works Department for witnessing of all sampling events unless completed as part of an emergency response.

As required by the UST Permanent Closure Guidance document, August 2016, the soil/groundwater samples must be transported to an Oklahoma Department of

Environmental Quality approved laboratory within the appropriate EPA Holding Period. The soil samples must be analyzed using appropriate EPA/OCC analytical methods for the presence of BTEX (Benzene, Toluene, Ethylbenzene and Xylene) and Total Petroleum Hydrocarbons Gasoline Range Organics (TPH-GRO) and/or Diesel Range Organics (TPH-DRO). If the fuel tanks ever stored leaded gasoline, Total Lead analysis of the soil samples must be performed. If the UST is used to store used oil, the soil samples must be analyzed for the presence of TPH-DRO. At older sites, where the product that might have been handled or stored is not certain, samples should be analyzed for both TPH-DRO and TPH-GRO. If a release from a used oil UST is confirmed and TPH exceeds action levels, then analysis may be required for TCLP (Toxicity Characteristics Leaching Procedure) for Volatiles and/or; the eight RCRA metals, which consist of Arsenic, Barium; Cadmium; Chromium; Lead; Mercury; Selenium, and, Silver. All analysis shall be performed by a laboratory not associated with the Engineer. All sampling activities are to be directly supervised by an Oklahoma Licensed Remediation Consultant with active registration. Other analysis methods are acceptable if the method is accepted by the OCC.

The Engineer is responsible for preparing all tank closure reports for submittal to the Oklahoma Corporation Commission summarizing the actions taken under the UST Permanent Closure Guidance document, August 2016, along with analytical results. This includes information from tank tightness testing performed by others and site checks performed by the Engineer. Reports will be prepared for the signature of the City Engineer or his designee within the 45 days allowed by the Oklahoma Corporation Commission plus any extension time granted by the OCC. The reports and closure records will adhere to the requirements of OAC 165:25-2-131 through OAC 165:25-2-138 and the UST Permanent Closure Guidance document, August 2016.

If soil and/or groundwater contamination is verified, the Engineer must notify the City representative immediately. Contamination levels that may confirm a release are specified in OAC 165: 25-3-8. The Engineer will aid the City representative in reporting the "release" to the OCC via telephone within 24 hours pursuant to OAC 165:25-3-7 (Release Reporting). The Engineer will identify and mitigate any fire, explosion and vapor hazards associated with the release in accordance with OAC 165: 29-3-73 (Initial Response).

The Engineer will, within 20 days of the initial reporting of the release to the City representative and OCC, prepare and submit to the City representative and OCC, the applicable forms and reports pertaining to release investigation and confirmation measures required per OCC 165:25-3-8 (Release Investigation and Confirmation) and OAC 165:29-3-74 (Initial Abatement and Site Check). The Engineer shall be responsible for submitting the written release confirmation report to the OCC within the prescribed time.

F. Indemnity Fund Submittals

The Engineer will prepare and submit any and all required information and purchase order requests to the City of Oklahoma City and/or the Oklahoma Petroleum Release Indemnity Fund to obtain any reimbursements from the Oklahoma Petroleum Release Indemnity Fund on behalf of the City of Oklahoma City. Application to the Indemnity Fund is to be made upon accumulation of more than \$5,000 in eligible expenses paid by the City for each OCC case and when accumulation of invoices for such case reaches \$5,000 thereafter.

III. Asbestos and Lead-Based Paint Services

A. Assessment Services

The Engineer will assist the City with inspection, surveying, management, and abatement of Asbestos Containing Materials (ACM), mold and Lead-Based Paint (LBP). The activities contemplated under this contract may include, but are not limited to: ACM, mold and LBP inspections, risk assessments, facility surveys, management plans, abatement project designs, technical specifications for contractor bidding, pre-bid / pre-construction meetings, coordinating abatement activities for demolition / renovation / construction, attending progress meetings, overseeing abatement contractors, providing on-site area air monitoring, and other ACM, mold and LBP related services as requested by the City.

B. Emergency Response Services

The Engineer will respond to all City requests for services related to the abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP). These services may include, but are not limited to, abatement utilizing the Engineer's own forces or sub-contractors necessary to perform the work. Services will also include all necessary filing and reporting to appropriate governmental/regulatory agencies.

IV. Other Assessment Services

The City may request other services from the Engineer, which are related to this Scope of Work or to address additional needs or requirements of the City for environmental matters. Work may include, but is not limited to:

- Site Assessments and Investigations for Soil and Groundwater Cleanup per OAC 165, Chapters 25 and 29;
- Preparation of additional information for the OCC for preparation of a remedial action plan in accordance with OAC 165, Chapter 29;
- Performance of periodic monitoring of soil and groundwater;
- Preparation of special reports requested by the OCC or ODEQ related to any response action;
- Notice to members of the public and/or property owners regarding remediation or closure by risk assessment as described by OAC 165, Chapter 29;

- RCRA compliance services related to UST systems and emergency response;
 - Generic or site specific bid specifications for UST upgrading;
 - Phase I and Phase II Environmental Site Assessments and Site Remediation;
 - Wetlands permitting, designations, and community outreach;
 - Brownfields and Voluntary Clean-up;
 - Above-ground storage tank assessment, design, and compliance;
 - Clean Air Act compliance and assistance with regional non-attainment issues, including source assessment, modeling, State Implementation Plan support on behalf of the City, and review of alternative fuels for City vehicles;
 - Oklahoma Department of Environmental Quality (ODEQ) air permitting, compliance assistance, emission inventories, emission testing, odor testing, and air toxics compliance;
 - Assistance with storm water pollution prevention planning, compliance and monitoring;
 - Indoor Air Quality monitoring, Investigation, and remediation services; and
 - Mold inspection services.
- V. Proposal and invoices shall contain sufficient details to specifically outline, but not be limited to, scope of work and a complete breakdown of the proposal/invoice including labor, equipment, work, materials, and disposal of materials (including hazardous materials).

**EXHIBIT B
 COMPENSATION
 PROJECT NO. MC-0746
 INITIAL SITE CHARACTERIZATION, EMERGENCY RESPONSE,
 AND SITE ASSESSMENT SERVICES**

	RATE (\$)
PERSONNEL	
Project Manager Engineer-in-Charge	/ hr
Project Hydrogeologist / Geologist Senior Engineer Senior Geologist Certified Industrial Hygienist	/ hr
Asbestos Project Designer Project Engineer Asbestos Management Planner Lead-Based Pain Risk Assessor	/ hr
Staff Environmental Specialist Staff Geologist Staff Engineer Staff Health and Safety Specialist Lead-Based Paint Inspector Asbestos Inspector Mold Inspector Industrial Hygienist	/ hr
Field Technician	/ hr
Draftsman	/ hr
Clerical	/ hr

Note: The indicated hourly rates include direct employee costs such as salary, insurance, vacation, holidays, worker compensation, taxes, other employee costs, profit and overhead. Any other personnel required, but not listed above and their hourly rates must be pre-approved in writing by the City.

	RATE (\$)
MILEAGE	
Automobile	\$ /day plus .
1/2 Ton Pickup	\$ /day plus
3/4 Ton Pickup	\$ /day plus
Mileage will be paid at the Standard IRS rate in effect at the time a Work Order is issued.	
EQUIPMENT AND CONSUMABLES	
OVM 580 A/B	/ day
Oil/Water Interface Probe	/ day
LEL/O2/H2S/CO Meter	/ day
Water Level Indicator	/ day
Dissolved Oxygen Meter	/ day
Radiation Survey Meter	/ day
H2S Monitor	/ day
pH, SC, Temp. Meter	/ day
Soil Probe/Auger Kit	/ day
Generator - Up to 7 KW	/ day
1-Liter Disposable Bailers	/ ea
1050 cc Teflon Bailers	/ day
350 cc Teflon Bailers	/ day
4-inch Submersible Pump and Hoses	/ day
2-inch Submersible Pump and Hoses	/ day
Explosion Proof Regenerative Blowers / Vapor Suppression	/ day
Tyvek Coveralls	/ ea
Saranex Tyvek Suit	/ ea
Disposable Hoods	/ ea
Rain Bib, Jacket, Hood	/ set
Respirator Cartridges (per change)	/ set
PPE: Level B - pressure-demand, full-face piece SCBA or pressure-demand supplied-air respirator, Tyvek, boots, gloves, hard hat	/ person / day
PPE: Level C - full face piece, air purifying, canister equipped respirator, Regular Tyvek, boots, gloves, hard hat	/ person / day

Emergency Escape Packs	/ person / day
X-Ray Fluorescence (XRF)	/ day
Survey Equipment	/ day
Digital Camera	/ day

Consumables such as boots, hard hats, respirators, disposable goggles, safety glasses, and gloves of any type are considered normal Personal Protective Equipment and should be accounted for in regular service fees.

Any subcontracts for equipment or other items not listed above or elsewhere in this contract such as (but not limited to): backhoes, vacuum trucks, dump trucks, pumps, temporary storage tanks, vapor suppressant chemicals, plumbers, electricians, other skilled workers, asbestos and lead-based paint abatement equipment, supplies, and personnel, etc., under this Contract will be paid at a rate of cost plus 10%. Copies of invoices or receipts for all sub-contracted equipment, labor, supplies and other services must be fully itemized and attached to the Engineer's invoice.

LABORATORY ANALYTICAL SERVICES

The following are maximum not-to-exceed costs. Any cost savings in subcontracted services shall be passed through to the City. The final cost will be the actual charge plus 10%.

Parameter	Method	Cost
BETX		
Water	EPA 8021B	\$
Soil	EPA 8021B	\$
LEAD		
Dissolved Water	EPA 200.7.239.1, 6010A	\$ (includes prep)
TOTAL (LEAD)		
Water	EPA 200.7.239.1, 6010A	\$ (includes prep)
Soil	EPA 6010A, 7420, 7421	\$ (includes prep)

TCLP (LEAD)		
Water	EPA 200.7.239.1, 6010A	\$ (includes prep)
Soil	EPA 6010A, 7420, 7421	\$ (includes prep)
METHYL TERT-BUTYL ETHER (MTBE)		
Water	EPA 8021B	\$
Soil	EPA 8021B	\$
OIL AND GREASE		
Water	EPA 1664	\$
Soil	EPA 9071	\$
PH		
Water	EPA 150.1	\$
Soil	EPA 9045	\$
PHENOLICS		
Water	EPA 9065	\$
Soil	EPA 9065	\$
PURGEABLE AROMATICS		
Water	EPA 8021B	\$
Soil	EPA 8021B	\$
PURGEABLE HALOCARBONS		
Water	EPA 8260	\$
Soil	EPA 8260	\$
Drinking Water	EPA 524	\$
SEMI-VOLATILES		
Water	EPA 8270	\$
Soil	EPA 8270	\$
TOTAL PETROLEUM HYDROCARBONS (TPH) - AS CRUDE OIL		
Water	EPA 8015M	\$
Soil	EPA 8015M	\$
TPH - AS DIESEL		
Water	EPA 8015M	\$
Soil	EPA 8015M	\$

TPH - AS GASOLINE

Water	EPA 8015M	\$
Soil	EPA 8015M	\$

TPH - AS WASTE OIL

Water	EPA 8015M	\$
Soil	EPA 8015M	\$

VOLATILE ORGANICS

Water	EPA 8260	\$
Soil	EPA 8260	\$

NAPTHALENE

Included in 8270		
Alone	EPA 8270	
\$52.00		

PAH

Water	EPA 8270	\$
Soil	EPA 8310	\$

RCRA metals (8)

Total	EPA 1311	\$0 (ICP METHOD)
TCLP	EPA 1311	\$
TCLP-Lead	EPA 1311	\$
Asbestos (PLM) (24 hr)	EPA 600	\$ / layer
(Rush)	EPA 600	\$ / layer
Asbestos (PCM) (24 hr)		\$ / sample
(same day)		\$ / sample
Asbestos (TEM) (24 hr)		\$ / sample
(same day)		\$ / sample
(rush)		\$ / sample
Lead-Based Paint	EPA 7420	\$
Lead in Air (24 hr)	NIOSH 0500 0600	\$ / sample
(same day)		\$ / sample

Laboratory analytical services normal turnaround [NT] (5-7 days); 48 hour turnaround is NT X 1.5; and, 24 hour turnaround is NT X 2.0.

ENVIRONMENTAL DRILLING SERVICES*

The following are maximum not-to-exceed costs. Any cost savings in subcontracted services shall be passed through to the City. The final cost will be the actual charge plus 10%.

	UNIT OF MEASURE	MAXIMUM RATE/UNIT
A. Exploratory Soil Borings		
(1) Drill through concrete 10" maximum thick.	Each	\$
(2) Drill through soil cover – 8.75” O.D., no sampling	L. foot	\$
(3) Drill and set temporary well for groundwater sampling	L. foot	\$
B. Monitoring Wells		
Groundwater (2" - PVC)	L. foot	\$
Groundwater (4" - PVC)	L. foot	\$
	L. foot	\$
C. Abandoning and Plugging		
D. Mobilization	Day	\$
E. Decontamination	Day	\$

*Minimum footage for drilling borings and monitoring wells is twenty feet per hole for regularly scheduled drilling to investigate USTs. For emergency services and drilling services to comply with OCC release investigation deadlines, drilling services will be charged at actual subcontractor cost plus 10%.

UST WASTEWATER DISPOSAL**

Pickup and disposal of diesel or gasoline contaminated UST wastewater:

110 gallon minimum	\$ / per gallon (to Muscogee)
	\$ / per gallon (in Oklahoma City)
Truck and driver (two hour minimum)	\$ /per hour
Vacuum Truck (two hour minimum)	\$ /per hour (plus \$1.90 / mile and 18% fuel surcharge)

UST wastewater picked up between 8 a.m. and 5 p.m. Monday through Friday in conjunction with UST upgrades or closures. **Wastewater characterized as non-hazardous waste.

DRILL CUTTINGS DISPOSAL***

Drums (delivered to site) \$ /per drum

Removal and disposal of UST Drill Cuttings \$ for first drum and \$ each additional drum

***Classified as non-hazardous waste by the ODEQ

GEOTECHNICAL ANALYSIS FOR RISK ASSESSMENT

Bulk density, volumetric water, specific gravity, percent organic carbon, hydraulic conductivity

\$ 320.00 / Shelby tube sample (sandy soil)

\$ 400.00 / Shelby tube sample (clay soil)

EMERGENCY RESPONSE

Hourly rates for emergency response personnel will be from the hourly rate table and adjusted by the following factors:

Time of Day	Factor
00:00 to 08:00	1.5
08:00 to 17:00	1.0
17:00 to 24:00	1.5
City Holidays - All hours	1.75

For Emergency Response hourly rates apply to:

1. Travel time from Engineer's offices and return including clean up time;
2. On-site work;
3. Preparation of necessary Health and Safety Plans, QA/QC plans, labpack inventory and all requested work.

Consumables

Consumable items and equipment for emergency response will be charged at the rates indicated. Consumables which are contaminated and cannot economically be cleaned will be replaced at the consumable rate shown for the item.

EXHIBIT D
NONDISCRIMINATION CERTIFICATE
PROJECT NO. MC-0746
INITIAL SITE CHARACTERIZATION, EMERGENCY RESPONSE,
AND SITE ASSESSMENT SERVICES

State of Oklahoma)
)
County of Oklahoma) SS.

In connection with the performance of work under this Contract, the Engineer agrees as follows:

- A. The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Engineer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer and sub-consultants shall agree to post in a conspicuous place, Exhibit D.
- B. In the event of the Engineer's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Engineer may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Engineer and/or sub-consultants.
- C. The Engineer agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Engineer: _____

Signature of executing individual: _____

Title: _____

Address of the Engineer

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this _____ day of _____, 20____, by
_____, as _____.

My Commission Expires/Commission Number: _____

Notary Public

_____/_____(Seal)