



Re: Stormwater Sampling

Background:

As part of the City of Nixa's required MS4 (Municipal Separate Storm Sewer System) Permit, the city is required to do stormwater sample monitoring. For the past 15+ years we have contracted OEWRI (Ozarks Environmental and Water Resource Institute) to collect stream samples and run laboratory analysis on first flush samples from three of the City of Nixa's stormwater outfalls. The three sample sites were chosen in coordination with OEWRI, Christian County and Missouri DNR. These sites have permanently installed collection equipment.

Analysis:

No other company has submitted a response on the RFP since the City began bidding for these services in 2013. City staff believe this is a sole propriety given the equipment has been installed to DNR standards, by OEWRI, and no other company can utilize the equipment. In addition, during our first MS4 permit cycle DNR, Christian County, and the City of Nixa met to discuss outfall monitoring. Nine sites were identified by DNR that required monitoring that affected both jurisdictions. If was decided that Christian County would be responsible for six sites and Nixa would accept responsibility for the remaining three. With OEWRI contracted by both entities, contracting with another organization would create complications. City staff have been very satisfied with the services provided and have no reasons to discontinue this relationship between OEWRI, Nixa, Christian County, and DNR.

Recommendation:

Staff recommends approval of the resolution awarding a contract for services to OFWRI.

MEMO SUBMITTED BY:

Nate Miller | Public Works Inspector | 417-725-2353



RESOLUTION NO. 2023-03

1 2 3 4	A RESOLUTION OF THE COUNCIL OF THE CITY ADMINISTRATOR TO EXECUTE A CONTUNIVERSITY FOR CERTAIN STORMWATER MC	RACT WITH MISS	OURI STATE		
5					
6	WHEREAS City Council desires to author	orize the execution o	f the Contract		
7 8	attached hereto as "Resolution Exhibit A," for the p		•		
9	NOW THEREFORE BE IT RESOLVED F	RY THE COUNCIL OF	THE CITY OF		
10	NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:				
11	1130 (, 710 1 0 2 2 0 110 , 113 111				
12	SECTION 1: The City Administrator, or des	ignee, is hereby author	rized to execute		
13	the Contract attached hereto, and incorporated herein by this reference, as "Resolution				
14	Exhibit A," with Missouri State University. Said Contract shall be in substantially similar				
15	form as the document attached hereto as "Resolution Exhibit A."				
16					
17	SECTION 2: The City Administrator and				
18	authorized to do all things necessary or convenient to carry out the terms and intent of				
19	this Resolution.				
20					
21	SECTION 3: This Resolution shall be in full force and effect from and after its final				
22	passage by the City Council and after its approval by the Mayor, subject to the provisions				
23	of section 3.11(g) of the City Charter.				
24					
25	ADODTED BY THE COUNCIL THIS 42th DAY OF	· Fabruary 2022			
26 27	ADOPTED BY THE COUNCIL THIS 13th DAY OF	repruary, 2023.			
28		ATTEST:			
29		ATTEST.			
30					
31	PRESIDING OFFICER	CITY CLERK			
32	TRESIDING STRIGER	OTT OLLINI			
33					
34	APPROVED BY THE MAYOR THIS	AY OF	, 2023.		
35			,,		
36		ATTEST:			
37					
38					
39	MAYOR	CITY CLERK	· · · · · · · · · · · · · · · · · · ·		
40					
41					
42	APPROVED AS TO FORM:				
43					
44					
45	CITY ATTORNEY				

RESOLUTION EXHIBIT A

ROUTE ORDER: Contractor signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original. EFFECTIVE DATE: TERMINATION DATE: CONTRACT NUMBER: (X) NEW CONTRACT () ADDENDUM NO. ___ CITY CONTRACTOR Name: City of Nixa, Missouri Name: The Board of Governors of Missouri State Address: 715 W. Mt. Vernon St., PO Box 395 University Nixa. MO 65714 Address: 901 S. National Avenue Phone: 417.725.3785 Springfield, Missouri 65897 Attn: Nate Miller Phone: 417-836-3197 Dept: Public Works Email: nmiller@nixa.com Attn: Marc Owen Email: mowen@missouristate.edu

CONTRACT FOR STORMWATER SAMPLING SERVICES

THIS CONTRACT FOR STORMWATER SAMPLING SERVICES ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS the City, after utilizing a sole source option, desires to engage Contractor to perform certain services; and

WHEREAS the City desires to engage Contractor to perform such services under the terms and conditions of this Contract; and

WHEREAS contractor desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

- 1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.
- **2.** Addition to Services. The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.
- **3. Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall

cooperate with each other in every possible way in the carrying out of the Services.

- **4. Personnel.** The Contractor represents that Contractor shall secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.
- **5. Term.** This Contract is for a period of three (3) years and shall terminate on 12/31/2025.
 - **a.** Renewals The term of this Contract may be extended two times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:
 - **1.** The terms of the extension are in writing:
 - **2.** The extension is executed by the Contractor and City; and City funds are appropriated for such purpose.

6. Payment.

- a. Conditioned on acceptable performance. Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit A, which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.
- **b.** Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of \$15,000.00 for the three-year contract term.

7. Termination.

- a. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.
- **b.** Termination for Convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

- **c. Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any year during the term of this Contract.
- d. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor related to this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Contractor.
- **8. City's Right to Proceed.** In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.
- **9. Confidentiality.** Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. It is understood that Contractor is subject to the Missouri Sunshine Law.
- **10. Conflict of Interest.** Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.
- 11. Assignment. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.
- **12. Nondiscrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- **a.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- **b.** This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- **13. Occupational License.** The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
- **14. Insurance Requirements.** As a Missouri public institution of higher education, the **University** does not maintain general liability insurance. Instead, The **University** relies on the State Legal Expense Fund, as set forth in Mo. Rev. Stat. § 105.711, as administered by the Office of the Missouri Attorney General.
 - a. Subcontracts. In case any or all of the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
 - **b. Notice.** The Contractor and/or subcontractor shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.
 - c. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.
- 15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this

contract shall create any contractual relation between the subcontractor and the City.

16. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

- **a.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
- **b.** To the extent permitted by law, the Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
 - c. To the extent permitted by law, the Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - d. To the extent permitted by law, the indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.
 - **e.** To the extent permitted by law, the indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

- f. To the extent permitted by law, the contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.
- **g.** To the extent permitted by law, the Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.
- **18.Contract Documents.** The entire Contract of the parties shall consist of the following documents:

This Contract Scope of Work (Exhibit A) Fee Schedule (Exhibit A)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A.

- **19. Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:
 - d. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - **e.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- **20. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- **21. Right to Audit.** Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are

found. The City shall have the right to audit the Contractor's records pertaining to the Services for a period of three (3) years after final payment.

- **22. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.
- **23. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- **24. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
- **25. Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- 26. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

Remainder of page intentionally left blank. Signature Page follows.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year stated herein.

THE CITT OF NIXA, MISSOURI	ATTEST:
Jimmy Liles, City Administrator	
	Rebekka Coffey, City Clerk
Date:	

THE CITY OF NIVA MISSOLIDI

Nick Woodman, City Attorney
Director of Finance Certification:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.
Jennifer Evans, Director of Finance
CONTRACTOR
Brad Boderhausen
Brad Bodenhausen VP, Community & Global Partnerships Title
Date: 1/18/2023
ATTEST:
Janene Proctor
V

Janene Proctor

Research Administration Specialist

Approved as to form:

STATEMENT OF WORK

December 16, 2022

Marc R. Owen
Assistant Director
Ozarks Environmental and Water Resources Institute
Missouri State University
417-836-3197
mowen@missouristate.edu

James River MS4/TMDL Monitoring Plan Implementation for the City of Nixa (2023-2025)

INTRODUCTION

Small Phase II MS4 communities are required by the Missouri Department of Natural Resources under authority of the federal Clean Water Act to monitor storm water runoff from source points draining designated urban areas under their jurisdiction where TMDLs have been approved. The James River Basin has an approved TMDL, therefore monitoring to support the TMDL is required for urban communities within the basin. Nixa, Missouri is contracting the Ozarks Environmental and Water Resources Institute (OEWRI) at Missouri State University to continue to implement the approved 2008 MS4 monitoring plan for 2023 including (i) maintenance of samplers and water sampling, (ii) sample analysis and data tabulation, and (iii) reporting of results to GC in a format compliant with permit requirements.

SCOPE

OEWRI has provided these services to <u>Nixa</u> previously and **this contract will extend and continue these services for a three-year period from January 1, 2023 to December 31, 2025.** There is already a MDNR and USEPA approved 2008 monitoring plan and QAPP in place to specify OEWRI's services. The scope of monitoring activities by OEWRI in <u>Nixa</u> include:

(1) Sample at **three sites,** 5 times per year. Water samples will be collected during the first flush period of the onset of storm runoff. One sample will be collected every 1 to 3 months so as to spread the sampling out across the seasons.

- (2) The locations of the **three sampling sites** were determined and agreed upon by all present at the partners meeting in December 2007. The sampling sites for <u>Nixa</u> are described in the approved monitoring plan for <u>Nixa</u>. Sampling will continue at these three sites.
- (3) The water quality indicators to be monitored are total phosphorus (TP), total nitrogen (TN), and total suspended solids (TSS) by analysis and pH, specific conductivity, and chloride by meter. USEPA and MDNR approved methods and standard operating procedures will be used to sample and measure all water quality indicators. Analysis of TSS and meter measurements will be completed in the OEWRI laboratories in Temple Hall on the MSU campus. Analysis of TN and TP will be completed by Consulting Analytical Services International (CASI).

Location:

CASI 3378 S. Scenic Ave., Suite A Springfield, Missouri 65807 417-882-1017

- (4) All water quality data will be stored on the OEWRI server and distributed to <u>Nixa</u> as required and when requested.
- (5) To enhance public outreach and information transfer, information on the James River TMDL monitoring partnership and the monitoring program may be posted on the OEWRI website pending approval by <u>Nixa</u>.

ACTIVITIES AND PRODUCTS

Below is a list of the products that OEWRI will produce during the project period.

- (1) Per approved monitoring plan, OEWRI will complete all compliance monitoring including site evaluation, sampler deployment, storm water sampling, sample analysis, data storage, and results reporting;
- (2) OEWRI will provide <u>Nixa</u> with a brief progress report after each sampling run is completed throughout the year;
- (3) Provide monitoring program information and water quality data to <u>Nixa</u>, in the format needed to fulfill permit requirements;
- (4) If needed, meet with <u>Nixa</u> officials as needed to discuss or present monitoring data or other information related to the monitoring program; and

(5) If needed, meet with <u>Nixa</u> officials on an annual basis to review, and potentially amend through agreement by all parties, the contract budget and activities related to MDNR mandates.

BUDGET

The cost of OEWRI's services for <u>Nixa</u>, is \$5,000 annually for the three-year period from January 1, 2023 to December 31, 2025 for a total of \$15,000 over the entire contract. Invoices will be provided annually after all reports are submitted for that year. The breakdown of the costs by budget category is as follows:

THREE YEAR TOTAL	\$15,000
ANNUAL TOTAL	\$5,000
Indirect (@ 42.5% of TDC)	\$1,491
Total Direct Cost (TDC)	\$3,509
Sampling and Reporting	\$1,379
Analysis	\$2,130

CONTACTS AT NIXA

Stephanie Ewing

Purchasing Manager

Email: sewing@nixa.com

Nate Miller

MS4 Coordinator

Email: nmiller@nixa.com

CONTACTS AT MISSOURI STATE UNIVERISTY

Janene Proctor

Research Administration Specialist

Email: <u>janeneproctor@missouristate.edu</u>