

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT BETWEEN
CITY OF LAWTON
AND
JACOBS ENGINEERING GROUP INC.
FOR
PROFESSIONAL SERVICES
FOR

Project Management Services



Issued By:

Public Utilities Department

PUBLIC UTILITIES DEPARTMENT
In conjunction with the
CITY'S LEGAL
SERVICES
DEPARTMENT

CITY HALL, 212 SW 9th Street
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AGREEMENT
BETWEEN
CITY OF LAWTON AND JACOBS ENGINEERING GROUP INC.
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of the 14th day of February in the year Two Thousand and Twenty-Three by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and JACOBS ENGINEERING GROUP INC., (hereinafter called ENGINEER). CITY intends ENGINEER to provide onsite project management services in support of the Public Utilities Department, hereinafter referred to as the PROJECT.

The CITY and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by and the payment for those services by CITY, as set forth below.

ENGINEER shall serve as CITY's professional representative in those phases of the Project to which this Agreement applies and will give consideration and advice to CITY during the performance of those services.

1. SECTION 1 - BASIC PROFESSIONAL SERVICES OF JACOBS ENGINEERING GROUP INC.

1.1. General

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal management, planning, data collection and analysis, strategic goal development, and implementation activities.
- 1.1.2. Laws, Licenses and Permits. ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker's Compensation Law. ENGINEER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the CITY.
- 1.1.4. ENGINEER's Liability. ENGINEER shall assume responsibility for and save the CITY harmless from third party claims for bodily injury to, or death of persons, or damage to tangible property arising from ENGINEER's negligent acts, errors, or omissions, or those of his

agents or employees, arising out of performance of the work.

- 1.1.5. **Non-collusion.** ENGINEER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this provision, the CITY shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. **Services Furnished, Performed and Submitted.** ENGINEER shall furnish all professional services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner consistent with reasonable and sound practices ordinarily exercised by members of ENGINEER's profession practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the applicable United States professional services industry. This standard of care is the only warranty ENGINEER shall provide under this Agreement. ENGINEER shall sign the plans submitted to the CITY and affix his Oklahoma seal thereto as proof that it is a Registered Professional in the State of Oklahoma.
- 1.1.7. **Coordination of Work.** ENGINEER will coordinate its Project Management work with other project participants, if any, performing the immediately adjoining Project Management work, and shall furnish and share plans and data in such a manner as will facilitate and expedite the completion of contracts in adjacent Project Management work.
- 1.1.8. **Maintaining All Records.** ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY. Copies thereof shall be furnished if requested and the CITY shall pay a reasonable cost of reproduction.
- 1.1.9. **Responsibility.** ENGINEER will be held responsible for details and quantities of work to be performed in accordance with the standard

of care in Section 1.1.6 above. ENGINEER will perform any re-work necessary to correct mistakes or omissions in its work as a part of existing authorized fees between the parties.

1.1.10. Major Revisions. For any major revisions ordered in writing by the CITY in the PROJECT a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work ordered in writing by the CITY after performance of a substantial amount of work on the project, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and ENGINEER's overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.

1.1.11. Right to Terminate.

1.1.11.1. CITY may terminate the Agreement at any time at CITY's convenience. Upon such termination, ENGINEER shall be entitled to receive payment for: (i) the value of the services completed to the date of termination not previously covered by monthly payments, including profit with respect to such completed services, (ii) documented and reasonable costs (plus profit on such costs) incurred by ENGINEER to implement such termination (including demobilization costs, and termination/cancellation costs under subcontracts and purchase orders), and (iii) a fee equal to three percent (3%) of the unpaid balance of the contract price.

(1) CITY may terminate this Agreement for ENGINEER's default if ENGINEER fails in the performance of any material obligation under this Agreement provided that ENGINEER has been given written notice of the cause and (2) a reasonable opportunity to commence to cure the default. CITY may also terminate for default if ENGINEER is adjudged bankrupt or insolvent, if ENGINEER goes into receivership, or if ENGINEER should make a general assignment for the benefit of its creditors.

1.1.12. Right to Delete. The CITY reserves the right to delete any portion of the contract at any time, and if such is done the total professional services fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the professional services fee shall be recomputed for the reduced scope of work in

the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

- 1.1.13. **Non-Discrimination.** ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.
- 1.1.14. **Assignments and Subleases.** ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. ENGINEER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by CITY, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. CITY may prescribe any conditions to such an assignment or transfer.
- 1.1.15. **Waiver.** No waiver of default by CITY or ENGINEER of any terms, covenants, or conditions herein to be performed, kept or observed by ENGINEER or CITY shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.
- 1.1.16. **Merger.** It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations, and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.

- 1.1.17. **Enforceability; Choice of Law; Choice of Forum.** Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.
- 1.1.18. **Key Personnel.** ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations

specialist, etc.). At the time of Agreement ratification, the CITY shall have the right to specify those project key personnel for whom ENGINEER shall not be allowed to substitute other personnel without prior written permission of the CITY.

1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.

1.1.20. Insurance. ENGINEER shall procure and maintain during the life of this agreement insurance of the types of amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury each occurrence	<u>\$125,000</u>
Property Damage each occurrence	<u>\$100,000</u>
Combined Single Limit	<u>\$1,000,000</u> aggregate

Comprehensive Automobile:

Liability, Bodily Injury each occurrence	<u>\$125,000</u>
Property Damage each occurrence	<u>\$100,000</u>
Combined Single Limit	<u>\$1,000,000</u> aggregate

<u>Professional Liability:</u>	<u>\$1,000,000 per claim</u>
<u>(Errors and Omissions):</u>	<u>\$5,000,000 aggregate</u>

Certificate evidencing such insurance shall not be canceled or altered except after ten (10) calendar days from receipt by the CITY of written notice thereof. Should the insurance outlined above be canceled for any reason, and ENGINEER fails to procure additional insurance, the CITY shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the CITY.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, "controlled

Substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. “Criminal drug statute” means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract.

“Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1212. ENGINEER, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about –
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation,

- and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
 4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4.
 - (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. ENGINEER agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the CITY, ENGINEER's failure to comply with the requirements of

paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.2. Scope of Professional Services

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with the CITY to further clarify the detailed scope of services and review available data.

1.2.2. Project Goals and Objectives (Scope of work is detailed in Exhibit B) include supporting the Public Utilities Director with project management services as a member of the City of Lawton staff to manage scope, schedule and budget of assigned projects.

2. SECTION 2 - CITY'S RESPONSIBILITIES

CITY shall:

2.1. Provide full information as to its requirements for the project.

2.2. Assist ENGINEER by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.

2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of ENGINEER.

2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).

2.5. Return to ENGINEER submitted project documents for CITY's review on which ENGINEER has not substantially addressed previously noted provisions and comments. ENGINEER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.

2.6. Provide a testing firm and pay all costs for testing, scope of testing shall be agreed upon by both parties of the contract as required for design and construction of the project, unless specified otherwise.

2.7. Designate in writing a person to act as CITY's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

- 2.8. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. In consultation with ENGINEER, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.10. Have the City Engineer or Designated Representative, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
- 2.11. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all his obligations thereunder so that CITY may approve, in writing, final payment to each Contractor.

3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The scope of services in Exhibit B shall be completed within 730 (seven hundred thirty) calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
 - 3.2.1. In the event that the work of the Project is to be performed under more than one contract, CITY and ENGINEER shall develop a schedule for performance of ENGINEER's services order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.

- 3.3. If CITY has requested significant modifications or changes in the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.
- 3.4. If ENGINEER is delayed at any time in the progress of any phase of the project by any act or neglect of the CITY, or by any separate contractor employed by the CITY, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond ENGINEER 's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.
- 3.5. Notwithstanding anything to the contrary herein, ENGINEER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of ENGINEER.

4. SECTION 4 - PAYMENTS TO JACOBS ENGINEERING GROUP INC.

- 4.1. Methods of Payment for Services of ENGINEER.
 - 4.1.1. Services as a Witness. The CITY will pay ENGINEER for the services of the principals and employees as witnesses at ENGINEER'S standard rates or any portion thereof plus all reimbursable expenses, except that no payment shall be made for services as a witness in any case wherein the CITY is an adverse party, to ENGINEER.
 - 4.1.2. For services described herewith, exclusive of fees for services as witnesses, ENGINEER will be paid the fee(s) as outlined in Attachment "B".
- 4.2. Times of Payment.
 - 4.2.1. ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER's actual Time and Materials charged to the project at the time of billing and agreed upon by the City Engineer. CITY shall make prompt monthly payments in response to ENGINEER's monthly statements.

Additional cost to the CITY caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of ENGINEER's fee unless ENGINEER is instructed by the CITY to prepare the additional Contract documents to address the error or omission.

- 4.2.2. ENGINEER shall submit to CITY, prior to receiving final payment, all required deliverables, both physical and digital. CITY shall submit the final Engineering Report to the Oklahoma Water Resources Board (the "Board") for acceptance. If the Engineering

Report, as submitted to CITY by ENGINEER, is not accepted by the Board, the ENGINEER shall make necessary adjustments such that it meets all Board requirements and is accepted.

5. SECTION 5 - Miscellaneous

5.1. Mutual Waiver of Consequential Damages.

5.1.1. Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

5.2. Limitation of Liability.

5.2.1. Notwithstanding any provision to the contrary herein, and to the extent permitted by applicable law, ENGINEER's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement shall be limited to 100% of the insurance proceeds received up to the five million dollar (\$5,000,000.00) aggregate limit for Professional Liability set forth in Section 1.1.20 above.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of JACOBS ENGINEERING GROUP INC.:

By Lars B. Ostervold Jr. Title Designated Manager and Business Vice President

ATTEST: [Signature]
Title _____ (AFFIX SEAL)



COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 15th day (n/a) of March, 2023, personally appeared Lars B. Ostervold, Jr., a member of the partnership/proprietorship Jacobs Engineering Group Inc. to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that he (he/she) executed the same as his (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

My Commission Expires: 12-02-2023
Notary Public [Signature]



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

[Signature]
Stanley Booker, MAYOR

ATTEST: [Signature]
TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this day of February, 2023.

[Signature]
John Ratliff, CITY ATTORNEY

I, Joe Don Dunham, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No: PU 2107 or \$ - 0 -, and after charging account title - 0 - with this encumbrance, there is an unencumbered balance in said account of \$ - 0 -.

Dated this 8 day of March, 2023

[Signature]
Joe Don Dunham, FINANCE DIRECTOR

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT BETWEEN CITY AND JACOBS ENGINEERING GROUP INC. FOR PROFESSIONAL SERVICES

During the performance of this contract, ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. ENGINEER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

In the event of ENGINEER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the CITY Council. ENGINEER may be declared by the CITY in- eligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by ENGINEER.

ENGINEER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

The Section 3 Clause as set forth in 24 CFR 135.20(b) is incorporated herein is required.

- A. The work to be performed under this contract may be on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is **subject** to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135.20, and all applicable rules and order of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this

Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Developments, 24 CFR 135.20. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.20 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set for in 24 CFR 135.20, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.20.

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

By: Law B Oterveld

ATTEST:



Secretary



Project Management Services

City of Lawton

EXHIBIT B – Scope of Services

© Copyright 2023 Jacobs Engineering Group Inc. The concepts and information contained in this document are the property of Jacobs. Use or copying of this document in whole or in part without the written permission of Jacobs constitutes an infringement of copyright.

Limitation: This document has been prepared on behalf of, and for the exclusive use of Jacobs' client, and is subject to, and issued in accordance with, the provisions of the contract between Jacobs and the client. Jacobs accepts no liability or responsibility whatsoever for, or in respect of, any use of, or reliance upon, this document by any third party.

Project Description

Summary. Jacobs Engineering Group Inc. (ENGINEER) will provide Project Management Services to the City of Lawton (COL) Public Utilities Department through co-locating one of ENGINEER's staff members with the City of Lawton Public Utilities Department.

General:

1. The selected member of ENGINEER's staff will provide Project Management Services on specific projects as directed by the COL Public Utilities Director.
2. Project management services generally include overseeing day to day activities of Architectural/Engineering (A/E) contracts, overseeing the execution of construction contracts, preparing minor designs and permits in support of the Utilities' mission, and other tasks as assigned by the COL Public Utilities Director.
3. Day to day tasks may consist of attendance at engineering design meetings, review of milestone submittals by A/E, coordination of COL engagement with A/E, preparation of bid advertisements, coordination of pre-bid meetings, attendance at construction meetings, review of contractor submittals, processing pay applications, change management, and other need tasks for the utility to successfully execute their capital improvement plan (CIP).
4. City of Lawton Utilities Director, or his designee, will provide the daily workload for the provided project manager. The ENGINEER's project manager will not be given other tasks by ENGINEER outside of the COL requirements unless specifically approved by the COL Public Utilities Director

Staffing:

1. Our services will be provided by:
 - One (1) full time Project Manager, Mr. Denny Brestle, will provide the project management related services.
 - The project accounting team related to invoicing the City of Lawton will be incidental to the work.

Assumptions, Exclusions and Clarifications:

1. The ENGINEER's Project Manager will perform his services at the COL Public Utilities Department Main Office, located at 2100 SW 6th Street, Lawton, OK 73501.
2. ENGINEER will provide Jacobs Computer and Jacobs email services to the Project Manager.
3. COL will provide ENGINEER's Project Manager a COL computer, email and access to servers, email, and other IT infrastructure, as needed, to support Project Manager's engagement in COL projects.
4. City of Lawton will provide a suitable office, generally defined as a desk, chair, shelving, basic expendable office items (pens, paper, folders, etc) in order to support Project Manager's work in Lawton.
5. Project Manager will be allowed to take ENGINEER's approved holidays (MLK, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years), barring any emergency needs by the City of Lawton. Project Manager's request for PTO will be approved by the Public Utilities Director.
6. COL will consider providing project manager access to a COL vehicle for the purpose of business-related activities, such as visits to treatment facilities, dams, project sites, and project meetings.

7. ENGINEER's project manager will apply for Professional Engineering license in the State of Oklahoma by comity within 90 days of notice to proceed.

ATTACHMENT A. Schedule

Schedule:

1. ENGINEER's services will be provided for 2 years (730 calendar days) from Notice to Proceed.
2. Two, one-year extensions will be considered. Compensation, specifically an annual cost of living increase, may be renegotiated upon COL notifying ENGINEER of intent to extend.

ATTACHMENT B. Compensation

Below rate reflects the hourly rate to provide Project Management Services. ENGINEER will invoice for the actual work performed on this project on a monthly basis based on the hours worked.

Project Manager: \$163/hour

Total hours committed to the City of Lawton annually: 1860.

Assumed total work hours in a standard year: 2080.

The remaining 220 hours (5.5 weeks based on a standard 40-hour work week) annually will be the responsibility of the ENGINEER, anticipated to be ENGINEER’s internal specific needs (internal meetings, conferences, training, etc.) for 40-60 hours annually and 160-180 hours (4 to 4.5 weeks) of personal time off (PTO).

It is anticipated that the project manager will routinely work a 40-hour week. Overtime, which may be needed in time of emergency or significant workload, will be paid as straight time, or \$163/hour.

Total Labor Compensation: \$606,360. Calculated as \$163 times 1860 hours per year times 2 years.

Expenses: During initial 6 weeks of the contract, the City of Lawton will reimburse travel expenses for the Project Manager during the relocation period. Expenses include hotel, car rental, meals, incidentals and airline tickets. Expenses are estimated at \$2,500 per week, for a total of \$15,000. Six weeks after notice to proceed, the City will no longer be responsible for the Project Manager’s expenses.

Maximum Expense Reimbursement: \$15,000.

Item	Cost
Labor	\$606,360
Expense	\$15,000
Total Proposal	\$621,360

Total Proposal: \$621,360 for 2 years (24 months), billed monthly as actual labor hours and actual expenses.