

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 GARVER, LLC
FOR
INDUSTRIAL WATER MAIN
EXTENSION PHASE 1 PROJECT
NO. PU 2306**



Issued By

CITY PROGRAM MANAGEMENT DIVISION
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 GARVER
FOR
PROFESSIONAL ENGINEERING DESIGN
SERVICES**

THIS IS AN AGREEMENT made as of the 9th day of May 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 GARVER, LLC (hereinafter called GARVER). CITY intends GARVER to provide professional engineering design services and prepare contract documents for the Industrial Water Mainline Extension Phase 1 Project PU2306 hereinafter referred to as the PROJECT.

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

GARVER 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 GARVER

1.1. General

- 1.1.1. GARVER 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. GARVER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.

- 1.1.3. Worker's Compensation Law. GARVER 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. GARVER's Liability. GARVER 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 GARVER'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. GARVER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for GARVER 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 GARVER, 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. GARVER 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 GARVER'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 GARVER shall provide under this Agreement. GARVER 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. GARVER 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. GARVER 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. GARVER 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. GARVER 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 GARVER'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, GARVER 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 GARVER 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.
- 1.1.11.2. CITY may terminate this Agreement for GARVER's default if GARVER fails in the performance of any material obligation under this Agreement provided that GARVER has been given (1) written notice of the cause and (2) a reasonable opportunity

to commence to cure the default. CITY may also terminate for default if GARVER is adjudged bankrupt or insolvent, if GARVER goes into receivership, or if GARVER 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 GARVER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
- 1.1.13. Non-Discrimination. GARVER 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. GARVER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. GARVER'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 GARVER of any terms, covenants or conditions herein to be performed, kept or observed by GARVER 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. GARVER 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 GARVER 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. GARVER 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 occurrence	\$	<u>125,000</u>	each
Property Damage occurrence	\$	<u>100,000</u>	each
Combined Single Limit		<u>\$1,000,000</u>	aggregate

Comprehensive Automobile:

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

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

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 GARVER 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 GARVER 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

1.121.1. 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.

1.121.2. GARVER, 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.

1.1213. GARVER 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.

1.1214. In addition to other remedies available to the CITY, GARVER'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, GARVER shall:

- 1.2.1. Consult with the CITY to further clarify the detailed scope of services and review available data.
- 1.2.2. Provide a general economic analysis of CITY's requirements applicable to any various alternatives where applicable that GARVER identifies which could benefit the CITY.
- 1.2.3. Project Goals and Objectives (Scope of work is detailed in Exhibit A and Exhibit B) include includes surveying, design, bidding services, and construction phase services for Industrial Water Mainline Extension Phase 1 Project PU2306.

The improvements generally include the following:

- Surveying
- Hydraulic Analysis
- Final Design
- Project Coordination
- Bidding Services
- Services During Construction

2. SECTION 2 - CITY'S RESPONSIBILITIES

CITY shall:

- 2.1. Provide full information as to its requirements for the project.
- 2.2. Assist GARVER 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 GARVER and render in writing decisions pertaining within a reasonable time so as not to delay the services of GARVER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to GARVER submitted project documents for CITY's review on which GARVER has not substantially addressed previously noted provisions and comments. GARVER'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 GARVER's services.
- 2.8. Issue all instructions to the GARVER; 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 GARVER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. In consultation with GARVER, 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 of 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 GARVER'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. GARVER'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 Appendix B shall be completed within **90** 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:
 - 321. In the event that the work of the Project is to be performed under more than one contract, CITY and GARVER shall develop a schedule for performance of GARVER'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 GARVER's services shall be adjusted appropriately.
- 3.4. If GARVER 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 GARVER'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, GARVER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of GARVER.

4. SECTION 4 - PAYMENTS TO GARVER

4.1. Methods of Payment for Services of GARVER.

4.1.1. Services as a Witness. The CITY will pay GARVER for the services of the principals and employees as witnesses at GARVER'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 GARVER.

4.1.2. For services described herewith, exclusive of fees for services as witnesses, GARVER will be paid the fee(s) as outlined in Exhibit "F".

4.2. Times of Payment.

4.2.1. GARVER shall submit monthly statements for services rendered. Compensation will be based on GARVER's estimate of the proportion of the total services completed at the time of billing and agreed upon by the City Engineer. CITY shall make prompt monthly payments in response to GARVER'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 GARVER's fee unless GARVER is instructed by the CITY to prepare the additional Contract documents to address the error or omission.

4.2.2. GARVER shall submit to CITY, prior to commencement of the Bidding or Negotiating Phase, reproducible, an AutoCAD disk of the project drawings and a disk with specifications as they were at the time final plans were approved, or supply to the CITY all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the GARVER shall also submit to CITY one (1) set of ½ size record drawings and an AutoCad disk representing the "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The CITY shall supply to the GARVER all changes that occurred during construction, in sufficient detail to allow the GARVER to prepare the "Record" drawings, unless the GARVER is responsible for construction management.

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, GARVER'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.

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

On Behalf of GARVER:

By Mary Elizabeth Meeh
Title Vice President

ATTEST: [Signature]
Title OK Water Team Leader

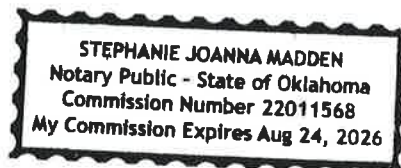
(AFFIX SEAL)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this 2 day of May, 2023, personally appeared Mary Elizabeth Meeh, a member of the partnership/proprietorship Garver 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 she (he/she) executed the same as her (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.

Stephanie Madden
Expires 08/24/2026
Notary Public

My Commission



CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stanley Booker, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this
____ day of _____, 20 ____.

Tim Wilson, Acting CITY
ATTORNEY

I Joe Don Dunham, Encumbering Officer of the City of Lawton, Oklahoma, do hereby
certify that I have entered the amount for this encumbrance against appropriate
Account No _____
_____ for \$ _____, and after charging account title _____ with this
encumbrance, there is an unencumbered balance in said account of \$ _____.

Dated this _____ day of _____, 20 ____

Joe Don Dunham Encumbering Officer

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT BETWEEN CITY AND GARVER FOR PROFESSIONAL SERVICES

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

The GARVER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. GARVER 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 GARVER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the CITY Council. GARVER may be declared by the CITY ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by GARVER.

GARVER 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: _____

Mary Mack

ATTEST:

Stephen Mack
Secretary

APPENDIX A – SCOPE OF SERVICES

LAWTON PUBLIC UTILITIES

INDUSTRIAL WATER MAIN EXTENSION PHASE 1

General

Generally, the scope of services includes surveying, hydraulic analysis, preliminary design, final design, preparation of construction documents, bidding assistance and construction support services for the Industrial Water Mainline extension Phase 1 Project PU2306.

Improvements will consist primarily of extending the existing water system with 12-inch waterline from the intersection of Goodyear Blvd and Lee Blvd south along Goodyear Blvd and Bishop Rd as shown in Exhibit 1. The waterline extension will include approximately 7,580 linear feet (LF) of new 12-inch water line. Garver shall perform the following services outlined in subsequent sections under this Agreement.

Project Management

Garver will provide project management for all project tasks. Project management will include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget, and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work within the defined schedule; scheduling and participating in quality control reviews; and providing updates to the Owner on a regular basis.

- A. Garver will coordinate design efforts on project tasks identified below.
- B. Garver shall prepare a brief project update and common monthly invoice for all engineering services.

Task 1 – Surveys

Garver will subcontract with a land surveying consultant to provide field survey data for designing the project, and this survey will be tied to the Owner's control network. The scope of services assumes one (1) mobilization of the consultant. The survey will include the following:

- A. The limits for the surveys shall be right of way to right of way within platted areas, or 50 feet either side of the centerline of the proposed alignments selected for the water line routes as appropriate. The fee assumes a total length of survey not to exceed 7,600 ft as shown in Exhibit 1.
- B. For topographic surveys, Garver's Subconsultant will provide field survey data for designing the project. Subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Subconsultant will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, boundaries of tree lines and shrubbery areas, visible utilities as well as those underground utilities marked by their Owner's and/or representatives, and other pertinent topographic features that may be present within the survey limits. Garver will provide the Owner with electronic survey drawings for review.
- C. For property surveys, Garver's Subconsultant will locate existing monumentation representing property lines, rights of way, and/or easements based on record data that will be collected by the subconsultant, through public record research.

- D. Utilities will be located based on above-ground evidence, structures, and record drawings furnished by each utility owner. The Oklahoma one-call system (CALL OKIE) will be contacted to help in the location of underground utilities.
- E. Utility potholing will be conducted on up to ten (10) locations on the existing utilities. Five (5) will be done on concrete and five (5) will be done on soil.

Task 2 – Hydraulic Analysis

Garver will complete a hydraulic analysis of the proposed waterline extension lines and complete the Oklahoma DEQ (ODEQ) Water Distribution System Engineering Report Form. Specifically, Garver will complete the following activities:

- A. Update hydraulic demand alternatives based on average day, maximum day, and peak hour demands. Adjustments to demand alternatives will be limited to scaling of demands in the existing hydraulic model.
- B. Review and update system storage and pump station information, as necessary.
- C. Complete simulations to identify pressures and velocities in the new water lines under current and future conditions.
- D. Document the analysis methodology and results in a technical memorandum and complete the ODEQ Engineering Report Form to be submitted with the Final Plans to ODEQ.

Task 3 – Final Design

Upon receipt of survey data, Garver will begin progressing towards final design. Because of the expedited timeline associated with this project, this scope of services does not provide a preliminary (30% or 60%) design deliverable. While progressing to final design, Garver will present intermediate design updates via Teams, which are anticipated to occur over three (3) intermediate progress meetings.

During this phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details and quantities, and an updated OPCC (-10% to +15% range of accuracy). It is understood that Garver will utilize the Owner's standard technical specifications and details. Garver will also make a final field review with the Owner, make needed plan changes as a result of the final field review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids. Upon submission of the final design, the Owner will perform a QA/QC review of the final design. Garver will then conduct a final design review meeting with the Owner (in-person at the Owner's office). Garver will provide minutes from the meeting that will include review comments from the Owner and notes from the field visit.

The Final Design Deliverable will include the following:

- A. Final drawings, Owner standard specifications, and project bid schedule indicating the scope, extent, and character of the Work to be performed and furnished by the contractor. The final design will represent approximately 95% of final construction plans, specifications, and bid schedule. Garver will utilize the Owner's front end and technical specifications in the contract documents.
- B. Final drawings will include detailed design of distribution system connections, if any.
- C. A revised OPCC, based on the information contained in the Final Design, will be provided that shall include contractor overhead and profit, and contingency. The OPCC will be based on unit prices included in the bid documents. The developed costs include material procurement and construction and are in the range of accuracy of -10% to +15%. Garver does not warranty actual bid amounts.

Coordination of the Oklahoma Department of Environmental Quality (ODEQ) submittal will occur per the following Task 4. Final comments will be incorporated into the construction documents and submitted to

ODEQ for review. Comments received by ODEQ will be addressed and incorporated into the construction documents and the project will then be ready for advertisement for bid.

Task 4 – Coordination

Garver will furnish one (1) submittal package to the ODEQ for permitting, which will include the following:

- A. One (1) submittal package including the following:
 1. ODEQ Engineering Report Form and Application for Permit to Construct.
 2. Three (3) copies Final Construction Documents.
 3. Permit fees will be paid directly by the Owner.
- B. Upon receipt of comments from ODEQ, Garver will provide a revised submittal package based on one (1) round of comments.
- C. ODEQ variance requests and their associated efforts such as calculations, correspondence, presentations, and ODEQ meetings are not anticipated for this project and have therefore not been included in this scope of services.
- D. Garver will furnish one (1) project plan set to all known utilities within the project area. Garver will conduct a utility coordination meeting with known utilities within the project area.

Task 5 – Bidding Services

During the bidding phase of the project, Garver will:

- Prepare Advertisement for Bids for publication by the Owner. Owner will pay advertising costs outside of this contract.
- Dispense construction contract documents to prospective bidders by utilizing Garver's online plan room (at the approximate cost of reproduction and handling).
- Support the contract documents by preparing addenda as appropriate.
- Participate in one (1) pre-bid meeting (if necessary).
- Attend Bid Opening
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Prepare construction contracts and prepare Conformed Documents

Task 6 – Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

- Attend one (1) preconstruction meeting.
- Attend up to six (6) progress/coordination meetings with the Owner/Contractor.
- Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or

constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When the Contract Documents require certification of performance characteristics of materials, systems, or equipment, either directly or implied, for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- Garver will report to Owner any noted deviation from construction industry standards. Under request by Owner, Garver does not have daily construction observation or site visit requirements during the construction period.
- Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- Review up to six (6) Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- Prepare and furnish record drawings based upon a set of redline marked up construction drawings maintained by the Contractor and verified by the Owner during construction observation. Garver is not performing construction observation and assumes all information provided by the Owner and Contractor is correct.
- When authorized by the Owner, prepare up to one (1) change order for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee agreed upon by the Owner and Garver.
- Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The basis for the proposed fee for Construction Phase Services is a six (6) month construction contract performance time. Note that Construction Phase Services do not include any construction observation performed by Garver staff. It is assumed that the Owner will perform all necessary construction observation. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver in writing.

Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. Monthly invoices with project update.
- B. Minutes of the Project Kick-Off meeting.
- C. One (1) hard copy of the Hydraulic Analysis Technical Memorandum
- D. Minutes of the virtual design update meetings.
- E. Minutes of utility coordination meetings.
- F. Three (3) half-size (11" x 17") copies of the 95% Final Design with Owner standard specifications and OPCC to Owner, and three (3) copies of the same to ODEQ.
- G. ODEQ Engineering Report Form and Application for a Permit to Construction
- H. Minutes of the Final Design review meeting.
- I. Three (3) half-size (11" x 17") copies of the Final Design with specifications and OPCC.

- J. One (1) half-size (11" x 17") copy of the Final Plans to each potentially affected utility company.
- K. Three (3) half-size (11" x 17") copies of the Conformed Plans to Owner for dispensing to bidders.
- L. One (1) copy of approved shop drawings/submittals from the Contractor.
- M. One (1) hard copy set of Record Drawings.
- N. Electronic files as requested.

Additional Services

The following items are not included in this scope of services but are either anticipated for this project or are potential alternatives that may be selected by the Owner, and can be added by amendment if requested by the Owner:

- A. Construction Administration beyond services listed in this Work Order.
- B. Construction Observation
- C. Water line design beyond the limits identified in this Work Order.
- D. If required by funding, Garver will provide environmental services necessary for the Oklahoma Drinking Water State Revolving Fund (DWSRF) loan program to fund the proposed water system improvements. Pursuant to the National Environmental Protection Act, an environmental information document (EID) is required for all DWSRF loans that do not qualify for a categorical exclusion. Garver will provide one (1) EID that covers the project sites per Exhibit 1. The EID evaluates potential impacts to the environment, historical, cultural, and biological resources as a result of the project.
- E. Specific tasks include:
 - 1. Prepare an EID that meets the Funding Agency Coordination Team (FACT) requirements. Garver shall prepare environmental maps and exhibits, including but not limited to soil and geological characteristics, hydraulic atlases, critical habitats, wetlands, flood plains, and cultural and economic features of the project site. This work is a desk top study; field work to collect data such as archaeological surveys or geological/geotechnical information is not included in this Agreement, but if determined necessary, can be added by amendment.
 - 2. Identify the affected environmental consequences of the recommended alternative.
 - 3. Solicit input regarding project specifics, document all correspondence and any required follow-up correspondence, and provide copies and summaries of all correspondence for review from the following agencies:
 - U.S. Army Corps of Engineers (Floodplain Management)
 - U.S. Army Corps of Engineers (Section 404 Permits)
 - Natural Resources Conservation Service (Prime Farmlands)
 - U.S. Dept. of Interior Fish and Wildlife Service (Threatened/Endangered Species)
 - Bureau of Land Management
 - State Historic Preservation Office
 - National Parks Service
 - State Archeologist (Archeological sites/cultural resource)
 - Federal Emergency Management Agency (Floodplain management)
 - Local and county certified floodplain managers
 - Oklahoma Department of Environmental Quality
 - Bureau of Indian Affairs

- Native American Tribes with tribal land in the project vicinity
 - Oklahoma Water Resources Board
 - Oklahoma Department of Commerce
 - Oklahoma Department of Tourism and Recreation
 - Regional governmental entity over Comanche County
4. Coordinate and respond to regulatory agency
 5. Review comments as directed by the Owner. Garver's level of effort for this task assumes one round of agency comments.
 6. EID Draft copy
 - Provide an electronic copy of the draft EID to the ODEQ for review and comment.
 - Revise EID based upon Owner and ODEQ review comments. Garver's level of effort for this task assumes one round of Owner and agency comments.
 7. Public Hearing
 - Conduct one (1) Public Hearing (with City Council or otherwise) to describe project and meet DWSRF requirements
 - Revise EID based upon Public Hearing comments and submit to ODEQ for acceptance and issuance of Finding of No Significant Impact (FONSI)
 8. EID Deliverables
 - Three (3) hard copies of the Draft EID to Owner and one (1) electronic copy to ODEQ
 - Three (3) hard copies of the Final EID to Owner and one (1) electronic copy to ODEQ
 - Electronic versions as requested
 9. Schedule
 - Garver will complete information and solicit input within 90 days; additional time required for regulatory agency review and issuance of the finding of no significant impact (FONSI) is not controlled by Garver.
 10. The EID scope of work includes the preparation of an EID based on information relative to this subject project. An Environmental Impact Statement and any work associated with environmental clearance beyond an EID is outside the scope of this work.

Extra Work

The following items are not included under this scope of services but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Design of any utilities relocation other than water lines specified in this scope.
- D. Hydraulic modeling beyond the water lines identified in the Work Order for support of the ODEQ Engineering Report Form.
- E. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.

- F. Construction materials testing.
- G. Geotechnical services of any kind.
- H. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- I. Services after construction, such as warranty follow-up, operations support, etc.
- J. Litigation Assistance

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	15 days from Notice to Proceed
Hydraulic Analysis TM	60 days from NTP
Final Design	60 days from receipt of Survey
ODEQ Documents	10 days from approval of Final Design
Bidding Phase Services	30 days from approval of ODEQ Documents
Construction Phase Services	130 days from Contractor Notice to Proceed

Exhibit 1 PROJECT MAP LOCATION

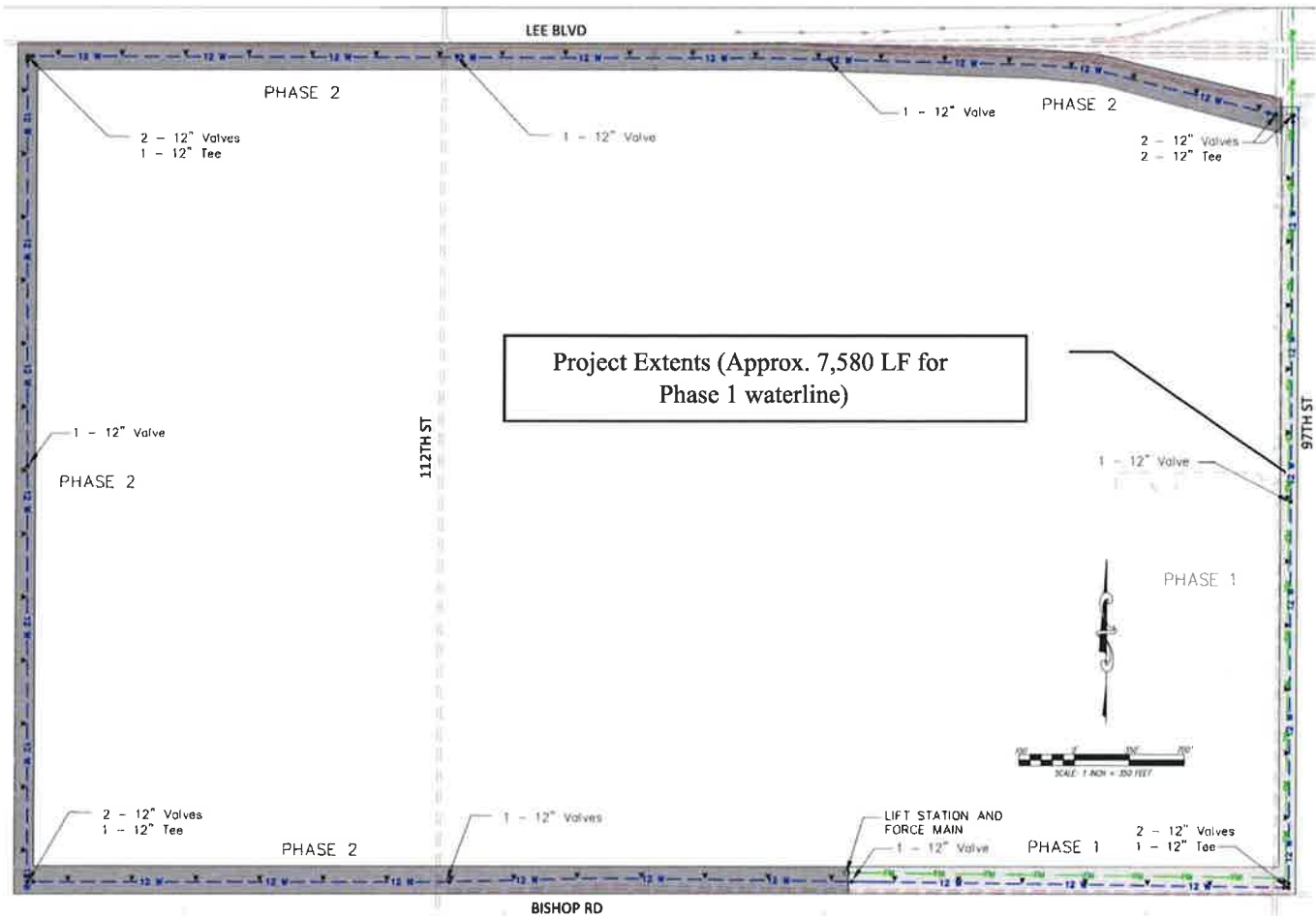


Exhibit B

Lawton Public Utilities ***INDUSTRIAL WATER MAIN EXTENSION*** ***PHASE 1 PROJECT***

FEE SUMMARY

Basic Services Section	Estimated Fees
Task 1 - Survey	\$ 18,500
Task 2 - Hydraulic Analysis	\$ 11,900
Task 3 - Final Design	\$ 200,600
Task 4 - Coordination	\$ 10,700
Task 5 - Bidding Services	\$ 28,600
Task 6 - Construction Phase Services	\$ 28,200
Subtotal for Basic Services Section	\$ 298,500
Additional Services Section	
Environmental Information Document (if required)	\$ 30,000
Total for Basic and Additional Services	\$ 328,500