



City of Lawton

City Council

Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, November 9, 2021

2:00 PM

**Lawton City Hall
Council Chambers/Auditorium**

Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS:

Veteran's Day Proclamation

Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Week

National American Indian Heritage Month

REPORTS: MAYOR/CITY COUNCIL

AUDIENCE PARTICIPATION: Anyone having an item of business to present to the City Council that does not appear on the agenda please come forward at this time.

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

1. Consider approval of the minutes of the Lawton City Council regular meeting of October 26, 2021. [21-99](#)

Attachments: [26Oct21](#)

2. Consider approving the 2022 Notice of Meeting Schedule for Lawton City Council Meetings and approve a resolution rescheduling the regularly scheduled meetings in November and December 2022. [21-600](#)

Attachments: [22yrlnotcouncil](#)
[MeetingChange Resolution](#)

3. Consider accepting the ARPA Grant of \$45,580.00 from the Oklahoma Department of Libraries for the purpose of installing an RFID system and upgrading video conferencing in the meeting room at the Lawton Public Library. [21-566](#)
4. Consider accepting a grant for the Lawton Police Department from the Lawton Community Foundation for the City of Lawton (Police) Succession Planning and Training in the amount of five thousand dollars (\$5,000). [21-596](#)
Attachments: [Lawton Community Foundation Award Letter 2021](#)
5. Consider approving a resolution amending the City of Lawton FY21-22 budget, as amended, by appropriating \$331,500.00 to the Solid Waste Division's Machinery and Equipment account for the purchase of a new Solid Waste truck. [21-599](#)
Attachments: [11.09.21 Solid Waste Truck Resolution](#)
6. Consider accepting approximately 735 linear feet of 12-inch waterline, two fire hydrants, approximately 686 linear feet of concrete pavement for Rex Madeira Road, accepting maintenance bonds for said improvements, releasing the performance bond for the mandrel testing, and accepting a performance bond for remaining construction items to serve the property located at 1310 Rex Madeira Road. [21-554](#)
7. Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager At-Risk (CMAR) services on Phase 1 McMahon Auditorium Addition and Renovation Project EN1502B [21-560](#)
Attachments: [RFQ CMAR EN1502B FULL FILE.pdf](#)
8. Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services on the City Hall Renovation Project EN2004A [21-561](#)
Attachments: [RFQ CMAR CH Reno EN2004A FULL FILE.pdf](#)
9. Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program. [21-569](#)
Attachments: [ODOT Bridge Inspection Services Contract Form - 2021 - SIGNED.pdf](#)
[Resolution.pdf](#)
10. Consider approving Project EN2107 On-call Citywide Sidewalk Contract to select a contractor to construct sidewalk around the city and authorizing staff to advertise for bids. [21-590](#)
Attachments: [Project EN2107 On-Call Citywide Sidewalk Contract.pdf](#)

11. Consider authorizing Public Utilities staff to use CIP funds in an amount not to exceed \$300,000 to contract out the emergency replacement of damaged or historically problematic water main segments. [21-605](#)
12. Consider approving Change Order No. 1 for the Lawton WWTP Improvements Project #1 PU21-02 (PU2102) with Wynn Construction. [21-598](#)
13. Consider extending the Professional Services Contract for Consultant Brokerage services concerning employee benefits to Higginbotham Insurance Agency. [21-592](#)
- Attachments:** [Higginbotham Executed Original Agreement](#)
[Higginbotham Renewal Amendment No.1](#)
[Higginbotham Extension No. 2](#)
14. Consider rejecting the bid received for CL22-011 Manhole Lining Product and authorizing staff to re-advertise once market conditions stabilize. [21-530](#)
- Attachments:** [REJECT CL22-011 Manhole Lining Product](#)
15. Consider awarding RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK. [21-565](#)
- Attachments:** [AWARD RFPCL22-006 Electrical Instrumentation and Control Services](#)
[RFPCL22-006 Electrical Instrumentation Bid Results](#)
16. Consider awarding (RFPCL22-008) for banking services to Liberty National Bank. [21-609](#)
- Attachments:** [RFPCL22-008 Recommendation Letter](#)
[Liberty National Bank Proposal](#)
[Liberty National Bank Fee Schedule + Addendum](#)
17. Consider approving appointments to boards and commissions. [21-606](#)
- Attachments:** [Board Appointments- 11-9-21](#)

BUSINESS ITEMS:

18. Hold a public hearing and consider approving the submission and acceptance of the 2021 Department of Justice Edward Byrne Assistance Grant Local (JAG) by the Lawton Police Department. [21-586](#)
- Attachments:** [City - County MOU - Interlocal Agreement 2021](#)

19. Hold a public hearing and to consider an ordinance to change the zoning from the A-2 Suburban District to RE Residential Estate District on property located at 1810 SE Skyline Drive, Lawton, OK 73501. [21-594](#)

Attachments: [Application \(Skyline\) 2021-0910](#)
[1810 SE Skyline Rd location](#)
[Final Minutes 10-14-2021](#)
[Ordinance \(1810 SE Skyline Dr\) 2021-1025](#)

STAFF REPORTS:

Department Roundup - Human Resources [21-369](#)

Attachments: [HUMAN RESOURCES Roundup](#)

EXECUTIVE SESSION ITEM:

20. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending claim of Jeffrey Temple and, if necessary, take appropriate action in open session. [21-573](#)

ADJOURNMENT

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-99

Agenda Date: 11/9/2021

Agenda No: 1.

ITEM TITLE:

Consider approval of the minutes of the Lawton City Council regular meeting of October 26, 2021.

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: N/A

EXHIBIT: Draft minutes of October 26, 2021

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the Lawton City Council regular meeting of October 26, 2021.

MINUTES
LAWTON CITY COUNCIL REGULAR MEETING
OCTOBER 26, 2021 – 2:00 P.M.
LAWTON CITY HALL
COUNCIL CHAMBERS/AUDITORIUM

Stan Booker, Mayor

Also Present:
Michael Cleghorn, City Manager
John Ratliff, City Attorney
Traci Hushbeck, City Clerk

Mayor Booker called the meeting to order at 2:00 p.m. Notice of meeting and agenda were posted on the City Hall notice board as required by law. Invocation was given by Pastor Don Barnes, Lawton First Assembly, followed by the Pledge of Allegiance.

ROLL CALL

PRESENT:

Mary Ann Hankins, Ward One
Keith Jackson, Ward Two
Linda Chapman, Ward Three
Jay Burk, Ward Four
Allan Hampton, Ward Five
Sean Fortenbaugh, Ward Six
Onreka Johnson, Ward Seven
Randy Warren, Ward Eight

ABSENT: None

PRESENTATION: Receive the annual update of the Hotel/Motel tax funded activities for FY 2020-2021 from the Lawton-Fort Sill Chamber of Commerce.

An update was given by Krista Ratliff, President of the Lawton-Fort Sill Chamber of Commerce. (A copy of the presentation is on file in the City Clerk's office)

PROCLAMATION: Extra Mile Day

Mayor Booker proclaimed November 1, 2021 as Extra Mile Day. He along with Councilmembers Johnson, Hankins and Chapman presented proclamations to Barbara Curry, Adrian Davis and Wynona Alberty.

REPORTS: MAYOR/CITY COUNCIL

Burk reported that the Lawton Enhancement Trust Authority has been nominated for an award for Trash Off Day with the Keep Oklahoma Beautiful organization. Their banquet will be held on November 19th.

AUDIENCE PARTICIPATION:

George Keck, 323 NW 62nd Street, discussed the potential 911 Memorial in Elmer Thomas Park.

CONSENT AGENDA:

Mayor Booker stated the Galilee Missionary Baptist Church claim on #2 will be considered separately.

MOVED by Warren SECOND by Hankins to approve the consent agenda with the exception of the Galilee Missionary Baptist Church claim on #2. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

1. Consider approval of the minutes of the Lawton City Council regular meeting of October 12, 2021.
2. Consider the following damage claims recommended for denial: Galilee Missionary Baptist Church in the amount of \$12,940.00 and Ghulam-Ali Mujtaba in the amount of \$13,400.00.

Greg Gibson, Assistant City Attorney, presented the facts of the claim of Galilee Missionary Baptist Church. He stated staff is recommending denial of the claim.

Wayne Willis, Galilee Missionary Baptist Church, stated in June 2018 the church had their parking lot resurfaced. He stated the trash truck has made ruts in the parking lot. He feels the truck driver should have realized that he was causing damage. He is not sure if the contractor who put in the parking lot obtained a permit, but the City should have enforced the code and inspected the work done.

Fortenbaugh questioned if a permit was obtained by the contractor in 2018.

Gibson stated there was no permit.

Fortenbaugh stated the contractor was the one who was negligent.

Chapman questioned if they had any insurance.

Mr. Willis stated no. He feels that it is the City's responsibility to return the parking lot to its original state because the City should be held accountable.

Warren stated the City is contracted to pick up the dumpster and it is not our decision on where that dumpster is placed. The property owner should have requested that the truck not come back into the parking lot until it was fixed. He feels that at the most, the City would only be responsible for two inches of asphalt and we can't do that because it would not meet code. He feels the only option would be for the council to deny the claim and let it go to district court for a judge to decide.

MOVED by Warren SECOND by Burk to deny the claim of Galilee Missionary Baptist Church in the amount of \$12,940.00. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Warren. NAY: Johnson. MOTION CARRIED.

3. Consider the following damage claims recommended for approval: Cristy Pelley in the amount of \$6,316.98 (**Res. 21-198**), Cory and Lori Riley in the amount of \$2,762.57 (**Res. 21-199**) and Max Sasseen on behalf of Charlie and Carla Crutcher in the amount of \$575.00. (**Res. 21-200**)
4. Consider adopting a resolution approving the joint petition settlement and making payments in the workers' compensation claim of Dennis King. **Resolution 21-201**
5. Consider approving Amendment No 1 to the Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.
6. Consider approving Double Back Services to paint an aquatics themed mural on the exterior of the Mattie Beal Municipal Pool building and accepting the Agreement for the Non-Exclusive Use of the Image.
7. Consider approving Double Back Services to recreate the Patterson Center mural and attaching said mural to the exterior of the Patterson Center and accepting the Agreement for the Non-Exclusive Use of the Image.
8. Accept the Annual ADA Report that outlines completed ADA accessibility projects, and work done towards compliance, and the money expended on each project required by the settlement agreement between the City and Joseph Harper and Vivian Wheeler dated 9 December, 2013.
9. Consider accepting the FINRA grant of \$5,000.00 from the FINRA Investor Education Foundation for the purpose of enhancing the personal finance collections of the Lawton Public Library.
10. Consider accepting a Temporary Driveway Easement from Micor Commercial Rentals, L.L.C., an Oklahoma limited Liability Company, of Lawton, Comanche County, State of OK, for right of way needed for the W. Gore Blvd Reconstruction from SW 67th ST to SW 82nd ST, Project No. 2012-08, and authorizing the Mayor and City Clerk to execute the document(s).
11. Consider approving plans and specifications for the Gore Blvd. Waterline and Sewerline Reconstruction - 82nd ST to 67th ST- Project No. EN1208A and authorizing staff to advertise for bids.
12. Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, Comanche County, Oklahoma.

13. Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances for the Waterline Loop to serve Airport Industrial Park Part 2, Comanche County, Oklahoma.
14. Consider extending CL21-010 Mobile Sludge Reduction and Disposal with WBI Inc. of Kingwood, Texas for an additional year.
15. Consider awarding CL22-005 Sludge Lagoon Maintenance Requirements Contract to Hodges Farms and Dredging of Lebo, KS.
16. Consider awarding contract (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma.
17. Consider awarding CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK.
18. Consider approving appointments to boards and commissions.

CIP

Dwight Tanner- Ward 5
PO Box 2851
Lawton, OK 73502
Term Expires 9/10/2024

Redistricting Commission

Vince Cameron- Ward 5
701 NW Columbia Avenue
Lawton, OK 73507
UT 07/01/2022

Lawton Enhancement Trust Authority (LETA)

Dwight Tanner- Ward 5
PO Box 2851
Lawton, OK 73502
U/T 01/26/2024

Airport Authority

Christi Chambers
1307 NW Elm Avenue
Lawton, OK 73507
Term Expires 12/31/2024

Steve Coleman
612 SW D Avenue
Lawton, OK 73501
Term Expires 12/31/2024

Councilman Allan Hampton
1202 NW Bell Avenue
Lawton, OK 73507
Term Expires 12/31/2024

BUSINESS ITEMS:

19. Receive bids for the sale of the City’s \$3,420,000 General Obligation Bonds, Series 2021, and award the sale of the \$3,420,000 General Obligation Bonds, Series 2021, to the lowest bidder.

Cameron Bertelli, Bank of Oklahoma, stated there are two agenda items, one to receive the bids and the second to approve the lowest bidder. There were two bidders, and the winner was The Baker Group with 1.24%, which is a phenomenal rate. He stated this will be a ten year note at 1.24%. He stated they would recommend The Baker Group.

MOVED by Burk SECOND by Chapman to receive bids and approve The Baker Group as low bidder at 1.24%. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

20. Consideration and approval of an Ordinance providing for the issuance of General Obligation Bonds, Series 2021, in the sum of \$3,420,000 by the City of Lawton, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of the General Obligation Bonds, Series 2021; providing for registration thereof; approving the Official Statement pertaining to the General Obligation Bonds, Series 2021; providing for the levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency.

MOVED by Burk SECOND by Fortenbaugh to adopt **Ordinance 21-28**, waive the reading of the ordinance, read the title only, authorizing the issuance of the City of Lawton’s \$3,420,000 General Obligation Bonds, Series 2021, for the contemplated street improvement projects as approved by local voters and to approve an emergency clause. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 21-28

AN ORDINANCE PERTAINING TO FINANCE AND PURCHASING REQUIREMENTS; AMENDING SECTIONS 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 AND 10-1-110, ARTICLE 10-1, CHAPTER 10, LAWTON CITY CODE, 2015; BY UPDATING CERTAIN PROVISIONS WITHIN ARTICLE 10-1 OF CHAPTER 10 TO INCLUDE MODIFYING CERTAIN MONETARY LIMITS RELATING TO CONSTRUCTION CONTRACTS; ADDING A DEFINITION FOR “CONSTRUCTION MANAGEMENT TRADE CONTRACT OR SUBCONTRACT”; AMENDING THE DEFINITION OF “PUBLIC CONSTRUCTION CONTRACTS”; AMENDING VARIOUS PROVISIONS RELATING TO PUBLIC CONSTRUCTION CONTRACTS; AMENDING THE PROVISIONS PERTAINING TO

PUBLIC CONSTRUCTION CONTRACT CHANGE ORDERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

21. Consider acceptance of the HOME Investment Partnerships - American Rescue Plan Grant (HOME-ARP) and authorize the Mayor to sign the approved Home-ARP Grant Agreement.

Gary Brooks, Interim Director of Housing and Community Development, presented information on the HOME Investment Partnerships - American Rescue Plan Grant. He stated the allocation plan template calls for a consultation with all the agencies that serve the area. Their first order of business is to identify those agencies and come up with a way to distribute the funds.

MOVED by Burk SECOND by Chapman to accept the HOME-ARP Grant 2021 and authorize the Mayor and City Clerk to execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

22. Consider adopting a resolution that declares Aloha Trailer Park located at SW 20th and D Avenue a public nuisance pursuant to Lawton City Code 15-2-201. Also consider directing the City Attorney to bring a nuisance abatement suit against Ms. Jo Ann Porter, the proprietor and owner of Aloha Trailer Park in Comanche County District Court pursuant to 50 Okla.St. Ann. § 17.

Ratliff stated there has been over 20 citations issued totaling \$3,000 in the past several months at this trailer park. He stated the owner, Jo Ann Porter, has been operating without a permit for three years. We have abated the property twice and there has been an individual squatting on the property and Ms. Porter has been unable to evict this person even though she has served an eviction notice. There have been numerous complaints against this individual. They are seeking approval to take this property to district court and compel the owner to make changes or the city can seize the property.

Cory Bowen, Neighborhood Services Supervisor, stated they have received numerous complaints and they need to go a different route to remedy this situation.

Cleghorn stated we have not gotten the results that we need to get, and we need to take more aggressive action.

Hampton stated this property is in his ward and his constituents feel threatened. He has been dealing with neighbors who are panicked, and they need an option to be free of this situation. This is a bad situation and we have tried many options and he is fully supportive of this action.

MOVED by Hampton SECOND by Burk to adopting **Resolution 21-202** declaring Aloha Trailer Park located at SW 20th and D Avenue a public nuisance pursuant and authorize the City Attorney to bring a nuisance abatement suit against Ms. Jo Ann Porter, the proprietor and owner of Aloha Trailer Park in Comanche County District Court pursuant to 50 Okla.St. Ann. § 17.

Jo Ann Porter, 1401 NW Baldwin, stated she went to court and just had two violations on 1401 NW Baldwin. She didn't have anything on that other property. She stated she did not receive any notification on any other violations. She stated she has been down there mowing the grass and picking it up and it is not doing any good. She did have the individual evicted.

VOTE ON MOTION: AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

23. Discuss and consider establishing an express public trust authority for youth sports pursuant to Title 60 Okl.St. Ann. § 176. This authority would assist the beneficiary (City of Lawton Parks & Recreation Department) in administering youth sports programs and managing select athletic facilities.

Brian Henry, 3703 NE Fieldcrest Drive, stated they need to look at moving forward with the management of the youth sports program outside of the City's management structure. He stated they have reached out to other communities and most of them have contracted out with a third party. They oversee in difference capacities so the idea here would be to use a sports authority that could oversee the management of this program and expand it and provide a little flexibility with a group that could run it.

Mayor Booker stated the goal is to reach more children and impact the community and those children and their lives.

Warren stated with this agenda item the council has to direct staff to expend the time to create that authority if that is the decision of the council. He stated he would support this issue.

The members of council expressed their support for this issue.

Dewayne Burk, Deputy City Manager, stated staff has conducted site visits to Moore and Norman and looked at some of their premiere parks and looked at how they operate their staffing, funding and what falls within their parks and recreation department. He stated they are contracting out their youth sports programs. He stated direction has already been given to the new parks and recreation director to start researching this option and they are already looking at what this could look like for the City of Lawton. He requested that staff be allowed to complete this research. He feels this will make our youth sports much more competitive.

Christine James, Parks and Recreation Director, stated she has some great examples to look at and she feels this is a good way moving forward and they are conducting some homework to see how this may work out.

Warren stated he will get calls from citizens who may not support spending money on this program, but it will bring money into this city from the southwest region. This will be a noticeable impact on our tax revenue.

Mr. Henry stated there is also the possibility of receiving grants and scholarship funding from foundations such as Dick's Sporting Goods.

MOVED by Burk SECOND by Fortenbaugh to initiate the process of establishing an express public trust authority for youth sports. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

24. Consider approving an ordinance, including any floor amendments related thereto, pertaining to Finance and Purchasing Requirements; amending Sections 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 and 10-1-110, Article 10-1, Chapter 10, Lawton City Code, 2015; by updating certain provisions within Article 10-1 of Chapter 10 to include modifying certain monetary limits relating to construction contracts; adding a definition for “construction management trade contract or subcontract”; amending the definition of “public construction contracts”; amending various provisions relating to public construction contracts; amending the provisions relating to public construction contract change orders; providing for severability and establishing an effective date.

Ratliff stated recently the state legislature passed House Bill 2862, which relates to the Public Competitive Bidding Act of 1974 and, among other things, modified certain monetary limits for public construction contracts, and establishing monetary limits for construction management trade contracts or subcontracts. The proposed ordinance incorporates the applicable amendments from House Bill 2862 into city code, as well as updating other provisions in Chapter 10 dealing with public construction contracts, to include amending a provision relating to public construction contract change order so the provision more closely mirrors state law.

MOVED by Burk SECOND by Warren to adopt **Ordinance 21-29**, waive the reading of the ordinance, read the title only and establishing an effective date of thirty days after passage AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 21-29

AN ORDINANCE PERTAINING TO FINANCE AND PURCHASING REQUIREMENTS; AMENDING SECTIONS 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 AND 10-1-110, ARTICLE 10-1, CHAPTER 10, LAWTON CITY CODE, 2015; BY UPDATING CERTAIN PROVISIONS WITHIN ARTICLE 10-1 OF CHAPTER 10 TO INCLUDE MODIFYING CERTAIN MONETARY LIMITS RELATING TO CONSTRUCTION CONTRACTS; ADDING A DEFINITION FOR “CONSTRUCTION MANAGEMENT TRADE CONTRACT OR SUBCONTRACT”; AMENDING THE DEFINITION OF “PUBLIC CONSTRUCTION CONTRACTS”; AMENDING VARIOUS PROVISIONS RELATING TO PUBLIC CONSTRUCTION CONTRACTS; AMENDING THE PROVISIONS PERTAINING TO PUBLIC CONSTRUCTION CONTRACT CHANGE ORDERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

STAFF REPORTS:

Department Roundup - Fire Training

Joshua Brown, Training Chief for the Lawton Fire Department, presented information on the Fire

Training Division. (Presentation on file in the City Clerk's office)

Finance Report

Kristin Huntley, Deputy Finance Director, presented revenue and expenditure highlights for the period ending September 30, 2021. (On file in the City Clerk's office).

There being no further business to consider, the meeting adjourned at 4:03 p.m. upon motion, Second and roll call vote.

STAN BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-600

Agenda Date: 11/9/2021

Agenda No: 2.

ITEM TITLE:

Consider approving the 2022 Notice of Meeting Schedule for Lawton City Council Meetings and approve a resolution rescheduling the regularly scheduled meetings in November and December 2022.

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: The City Charter requires that the Council hold at least two regular meetings each month, and the Lawton City Code and the City Council Rules of Procedures establish those dates as the second and fourth Tuesdays of each month at 2:00 p.m. in the Council Chambers. Special meetings can be called as needed upon providing appropriate notice. The attached Notice of Meeting schedule has been prepared to comply with these requirements. Due to the Thanksgiving and Christmas holidays, the Notice of Meeting Schedule shows November 2022 dates as the 8th and 15th and December 2022 meeting dates as December 6th and 13th.

EXHIBIT: 2022 Notice of Meeting Schedule for Lawton City Council; Resolution No. 21-____.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Consider approving the 2022 Notice of Meeting Schedule for Lawton City Council Meetings and Resolution 21-____.

ANNUAL MEETING NOTICE - 2022
NOTICE OF MEETING

LAWTON CITY COUNCIL
(Name of municipal public body)

DATE	TIME	PLACE OF MEETING
January 11, 2022	2:00 p.m.	Lawton City Hall 212 SW 9 th Street Council Chambers/Auditorium Lawton, OK 73501
January 25, 2022	“	“
February 8, 2022	“	“
February 22, 2022	“	“
March 8, 2022	“	“
March 22, 2022	“	“
April 12, 2022	“	“
April 26, 2022	“	“
May 10, 2022	“	“
May 24, 2022	“	“
June 14, 2022	“	“
June 28, 2022	“	“
July 12, 2022	“	“
July 26, 2022	“	“
August 9, 2022	“	“
August 23, 2022	“	“
September 13, 2022	“	“
September 27, 2022	“	“
October 11, 2022	“	“
October 25, 2022	“	“
November 8, 2022	“	“
November 15, 2022	“	“
December 6, 2022	“	“
December 13, 2022	“	“

To be completed by person filing notice:

Name: Stanley Booker
Title: Mayor
Address: 212 SW 9th Street
Phone: (580) 581-3301

Filed in the office of the municipal clerk at a.m./p.m. on .

Signed:
Clerk/Deputy Clerk

RESOLUTION NO. 21-__

A RESOLUTION RESCHEDULING THE REGULARLY SCHEDULED COUNCIL MEETINGS IN NOVEMBER AND DECEMBER 2022.

WHEREAS, Section 2-1-1-102A, Lawton City Code, 2015, provides that regular Council meetings of the City Council, of the City of Lawton, be held on the second and fourth Tuesdays of each month beginning at 2:00 p.m.; and further provides that the Council may, by resolution, reschedule any of its regularly scheduled meetings; and

WHEREAS, the City Council of the City of Lawton, Oklahoma, desires to reschedule its second meetings in November and December 2022.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lawton, Oklahoma, to set November 15 and December 6, 2022 as regular meetings for the months of November and December and canceling the regular meetings of November 22 and December 27, 2022.

ADOPTED and APPROVED by the Mayor and City Council of the City of Lawton this 9th day of November 2021.

Stanley Booker, Mayor

ATTEST:

Traci Hushbeck, City Clerk

Approved as to form and legality this ____ day of November, 2021.

John Ratliff, City Attorney



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-566

Agenda Date: 11/9/2021

Agenda No: 3.

ITEM TITLE:

Consider accepting the ARPA Grant of \$45,580.00 from the Oklahoma Department of Libraries for the purpose of installing an RFID system and upgrading video conferencing in the meeting room at the Lawton Public Library.

INITIATOR: Kristin E. Herr, Library Director

STAFF INFORMATION SOURCE: Kristin E. Herr, Library Director

BACKGROUND: The American Rescue Plan Act (ARPA) grant is offered through the American Rescue Plan Act of 2021 via the Institute of Museum and Library Services (IMLS) and administered by the Oklahoma Department of Libraries. Monies must be expended by September 30, 2022. Technology improvements including RFID and video conference equipment at approved library-related ARPA expenditures. RFID equipment includes tags, self-check kiosks, security gate, inventory tool, and conversion machine.

EXHIBIT: Contract is on file in the City Clerk's office

KEY ISSUES: n/a

FUNDING SOURCE: Oklahoma Department of Libraries

STAFF RECOMMENDED COUNCIL ACTION: Accept the ARPA Grant of \$45,580.00 from the Oklahoma Department of Libraries for the purpose of installing an RFID system and upgrading video conferencing in the meeting room at the Lawton Public Library.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-596

Agenda Date: 11/9/2021

Agenda No: 4.

ITEM TITLE:

Consider accepting a grant for the Lawton Police Department from the Lawton Community Foundation for the City of Lawton (Police) Succession Planning and Training in the amount of five thousand dollars (\$5,000).

INITIATOR: James T. Smith, Chief of Police

STAFF INFORMATION SOURCE: Chief of Police

BACKGROUND: The Lawton Police Department was made aware of the Lawton Community Foundations availability of grants to assist with planning and training needs for the community. These funds were requested and awarded by the foundation to benefit the City of Lawton Police Department in their efforts for continual progress.

EXHIBIT: Copy of the award letter.

KEY ISSUES: Lawton Police Department is persistently pursuing avenues to develop the department's training and keep up with the new methods of policing and with that costs sometimes arise that are unexpected. This grant would allow funds to extend training to areas not already being serviced.

FUNDING SOURCE: This proposed grant is solely awarded to the Lawton Police Department by the Lawton Community Foundation.

STAFF RECOMMENDED COUNCIL ACTION: Approve and authorize the acceptance of the grant which is made available by the Lawton Community Foundation.

The
Lawton
Community Foundation

October 14, 2021

Mr. James Smith
Lawton Police Department
100 SE Railroad St
Lawton, OK 73501

Dear Mr. Smith:

I am pleased to inform you that the Trustees of the Lawton Community Foundation have approved a grant of \$5,000 for Southern Police Institute at Lawton Police Department.

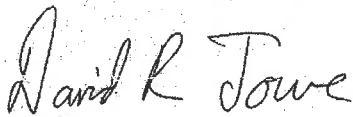
When recognizing this grant in promotion or print materials please use **Lawton Community Foundation**. Recognition level should be consistent with your organization's policies for donor recognition. If you require an electronic copy of the Lawton Community Foundation logo or have questions related to this award, please contact Jennifer Stewart, Lawton Community Foundation Administrator, at j.stewart@occf.org.

You can log into your online account to submit a grant report to the Lawton Community Foundation after the completion of this grant.

Enclosed you will find an invitation to our November 9th luncheon where you will be recognized and awarded this grant. Congratulations on your successful grant request. Please contact me at 580-583-0118 if you have questions or need additional information.

Very truly yours,

Lawton Community Foundation



David Towe
President



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-599

Agenda Date: 11/9/2021

Agenda No: 5.

ITEM TITLE:

Consider approving a resolution amending the City of Lawton FY21-22 budget, as amended, by appropriating \$331,500.00 to the Solid Waste Division's Machinery and Equipment account for the purchase of a new Solid Waste truck.

INITIATOR: Cynthia Williams, Deputy Public Works Director

STAFF INFORMATION SOURCE: Kristin Huntley, Deputy Finance Director

BACKGROUND: On August 11, 2021, a Solid Waste automated side load truck caught fire in the Equipment Maintenance facility. The truck was considered a total loss by the insurance adjuster and the City will receive a settlement of \$246,500.00. The City has also received FEMA reimbursement funds for the October 2020 ice storm and February 2021 cold weather period. Solid Waste would like to use \$85,000.00 of this FEMA money to supplement the insurance proceeds and purchase a new Solid Waste truck.

EXHIBIT: Resolution No. 21-_____

KEY ISSUES: N/A

FUNDING SOURCE: Insurance proceeds; FEMA reimbursement funds

STAFF RECOMMENDED COUNCIL ACTION: Approve Resolution No. 21-_____ amending the FY21-22 budget, as amended, by appropriating \$331,500.00 to the Solid Waste Division's Machinery and Equipment account for the purchase of a new Solid Waste truck.

**CITY OF LAWTON, OKLAHOMA
RESOLUTION NO. 21-_____**

A RESOLUTION AMENDING RESOLUTION NO. 21-111, WHEREBY THE CITY OF LAWTON, OKLAHOMA BUDGET FOR FISCAL YEAR 2021-2022 WAS ORIGINALLY ADOPTED, AND AS PREVIOUSLY AMENDED BY RESOLUTION 21-127, RESOLUTION 21-163, RESOLUTION 21-164, RESOLUTION 21-167, RESOLUTION 21-185, AND RESOLUTION 21-186, BY APPROPRIATING THREE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$331,500.00) TO THE SOLID WASTE DIVISION'S MACHINERY AND EQUIPMENT ACCOUNT FOR THE PURCHASE OF A NEW SOLID WASTE TRUCK.

WHEREAS, the City of Lawton has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the City Manager prepared a budget for the fiscal year ending June 30, 2022 (FY 2021-2022) consistent with the Act; and

WHEREAS, the Act in section 17-215 provides for the City Manager of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the budget was formally presented to the Lawton City Council at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Lawton City Council conducted a Public Hearing at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

WHEREAS, Resolution No. 21-111 approved the City of Lawton, Oklahoma budget for Fiscal Year 2021-2022, and established budget amendment authority; and

WHEREAS, City Council previously approved Resolution 21-127, amending Resolution No. 21-111 to increase hotel/motel revenue by Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00), and to appropriate Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00) to the Hotel Motel Fund's Professional Services account for the purpose of supporting certain economic development and tourism activities within the community; and

WHEREAS, City Council previously approved Resolution 21-163, amending Resolution No. 21-111, by appropriating Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) from the Special Revenue Fund (Fire Training Court Costs) to Fire Training's Computer Supplies account for the purchase of Chromebooks; and

WHEREAS, City Council previously approved Resolution 21-164, amending Resolution No. 21-111, by transferring Ten Thousand and 00/100 Dollars (\$10,000.00) from the Solid Waste Division Overtime account (Enterprise Fund) to the Drainage Maintenance Division Overtime account (Drainage Maintenance Fund) for the purpose of supplementing solid waste collection operations; and

WHEREAS, City Council previously approved Resolution 21-167, amending Resolution No. 21-111, by appropriating Two Hundred Thirteen Thousand Five Hundred and 00/100 Dollars (\$213,500.00) from the Cellular Phone System Fund to the Emergency Communications Division's personnel services accounts to fund the reorganization of the Emergency Communications Department; and

WHEREAS, City Council previously approved Resolution 21-185, amending Resolution No. 21-111, by appropriating Sixteen Thousand Seven Hundred Fifty-Five and 00/100 Dollars (\$16,755.00) from the General Fund to the Streets Division's Construction, Improvements, and Additions account for the completion of the Farmer's Market parking lot; and

WHEREAS, City Council previously approved Resolution 21-186, amending Resolution No. 21-111, by appropriating Three Thousand Six Hundred Sixty-Five and 73/100 Dollars (\$3,665.73) from the General Fund to the Police Uniform Division's Maintenance Material-Motive Equipment account for the repair of Unit 6653; and

WHEREAS, a Solid Waste automated side load truck caught fire in the Equipment Maintenance Facility in August 2021 and was considered a total loss by the insurance adjuster; and

WHEREAS, a budget amendment is needed to appropriate Two Hundred Forty-Six Thousand Five Hundred and 00/100 Dollars (246,500.00) from the insurance proceeds and Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) from FEMA reimbursement funds to the Solid Waste Division's Machinery and Equipment account for the purchase of a new Solid Waste Truck.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA:

SECTION 1. The City Council does hereby amend the FY 2021-2022 Budget originally adopted on the 25th day of May, 2021, for the purpose of appropriating Three Hundred Thirty-One Thousand Five Hundred and 00/100 Dollars (\$331,500.00) to the Solid Waste Division's Machinery and Equipment account (7005507-53015).

SECTION 2. The City Council does hereby authorize the City Manager to transfer any unexpended and unencumbered appropriations, at any time throughout FY 2021-2022 from one line item to another, one object category to another within a department, or one department to another within a fund, without further approval by the City Council.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

ADOPTED AND APPROVED, by the City Council of Lawton this 9th day of November, 2021.

(SEAL)

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this ____ day of November, 2021.

JOHN RATLIFF, CITY ATTORNEY



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-554

Agenda Date: 11/9/2021

Agenda No: 6.

ITEM TITLE:

Consider accepting approximately 735 linear feet of 12-inch waterline, two fire hydrants, approximately 686 linear feet of concrete pavement for Rex Madeira Road, accepting maintenance bonds for said improvements, releasing the performance bond for the mandrel testing, and accepting a performance bond for remaining construction items to serve the property located at 1310 Rex Madeira Road.

INITIATOR: Deputy City Manager - Richard Rogalski

STAFF INFORMATION SOURCE: Planner I - Kameron Good

BACKGROUND: On May 25, 2021, the City Council approved the revised construction plans for approximately 735 linear feet of 12-inch waterline, two fire hydrants, and 686 linear feet of concrete pavement to serve the property located at 1310 Rex Madeira Road. The developer is TDG-BG, LLC and the consulting engineer is Landmark Engineering.

On October 7, 2021, the sewer passed the mandrel test.

The improvements have been installed and inspected. The developer has submitted a maintenance bond in the amount of \$72,813.30 for the street and drainage improvements and a maintenance bond in the amount of \$14,432.83 for the utility improvements

The performance bond is for two minor incomplete construction items. They still need to install rip rap on channel and grassing on channel and road right of way.

EXHIBIT: Maintenance Bonds and Performance Bond are on file in the City Clerk's office

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Accept approximately 735 linear feet of 12-inch waterline, two fire hydrants, approximately 686 linear feet of concrete pavement for Rex Madeira Road, accept maintenance bonds for said improvements, release the performance bond for the mandrel testing, and accept a performance bond for remaining construction items to serve the property located at 1310 Rex Madeira Road.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-560

Agenda Date: 11/9/2021

Agenda No: 7.

ITEM TITLE:

Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager At-Risk (CMAR) services on Phase 1 McMahon Auditorium Addition and Renovation Project EN1502B

INITIATOR: Director of Engineering, Joseph Painter

STAFF INFORMATION SOURCE: Director of Engineering, Joseph Painter

BACKGROUND: On June 8, 2021, Council approved contract to C.H. Guernsey & Co. for professional architectural services for Phase 1 McMahon Auditorium Addition and Renovation Project EN1502B in the amount of \$328,950. The scope of services included the design elements which will help progress the building to meet current building code requirements by expanding the women's restroom on the first floor, adding east enclosed stairs, updating the existing mechanical systems, expanding the fire suppression system throughout the building, part of which may be funded through a grant, updating the mezzanine level women's restrooms to meet current accessibility standards, adding one unisex restroom, adding east elevator access to the mezzanine and balcony, updating handrails and guardrails and provide new landscaping in front of new phase 1 addition.

Staff seeks authorization to solicit statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services on this project. CMAR, as authorized by O.S. Title 61, Sections 216 and 217 is a delivery method which entails a commitment by a qualified Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The selected CMAR firm will provide professional services and assist the owner and architect during design. At owner's discretion, the CM contract may be extended to include construction phase services for the project.

Staff is recommending using the CMAR delivery method for this project as the current volatility in the construction industry has led to issues in material availability and thereby cost increases. It is anticipated the CMAR process will provide better cost control throughout the process versus the traditional method of design-bid-build. The CMAR will provide updated cost estimates throughout the design process to enable the designers and Staff to ensure the project will stay within budgetary limits. Upon completion of design, bids for construction of the project will be solicited by the CMAR in accordance with O.S. Title 61 and brought before Mayor and Council for award or rejection.

EXHIBIT: RFQ CMAR MMA

KEY ISSUES: None

FUNDING SOURCE: 2019 CIP

STAFF RECOMMENDED COUNCIL ACTION: Authorize the solicitation of statements of qualifications from qualified firms for CMAR services on Phase 1 McMahon Auditorium Addition and Renovation Project EN1502B



CITY OF LAWTON, ENGINEERING DIVISION

Mailing Address: 212 SW 9th Street Lawton, Oklahoma 73501 | PH: 580.581.3385 | FX: 580.581.3366

Office/Shipping Address: 2202 SW 3rd Street Lawton, Oklahoma 73501

November 10, 2021

(Addressee)

RE: Request for Qualifications Statements
Construction Management At-Risk (CMAR) Services
Project No. EN1502B Phase 1 McMahon Auditorium Addition and Renovation

Dear Sir/Madam:

The City of Lawton (Owner) seeks the services of a qualified Firm to serve as Construction Manager for the Phase 1 McMahon Auditorium Addition and Renovation, Project No. EN1502B. We hereby request your firm submit a Statement of Qualifications to the Owner for consideration of providing these services.

McMahon Auditorium is the community's Center for Performing Arts and is located at 801 NW Ferris Ave, Lawton, Oklahoma 73507. This project will consist of renovations to approximately 13,500 SF of existing auditorium and lobby space and construction of an approximately 4,800 SF addition on the east side of the existing building. Construction will take place on ground floor, mezzanine and balcony levels. Major components of the project include a new elevator, new HVAC and restroom additions and renovations.

The selected CMAR firm will assist the Owner and the Architect in accordance with AIA A133-2019 Standard form of Agreement between Owner and Construction Manager as Constructor, Exhibit B and AIA A201-2017 General Conditions of the Contract for Construction, Exhibit C.

The Owner intends to execute one contract for Construction Manager for Pre-Construction Services. At Owner's discretion, the contract may be extended to include CMAR services upon approval of a Guaranteed Maximum Price (GMP) by the City Council of the City of Lawton. The Owner reserves the right to terminate services under Article 10 of AIA133.

Please submit your firm's State of Qualifications in accordance with the requirements set forth in the attached document by 2:00 p.m. local time on _____, 2021.

Thank you for your time and attention to this matter. Please direct comments, questions and any requests for information regarding this request for proposal to my office at (580) 581-3385.

Respectfully,

Joseph Painter, P.E.
Director of Engineering
City of Lawton

Copy: File

Request for Qualifications
Construction Management At-Risk Services
November 10, 2021

1. Introduction

The City of Lawton (Owner) seeks the services of a Construction Manager for pre-construction project development activities and Construction Manager At-Risk services for construction and renovation work at our facility at 801 NW Ferris Ave, Lawton, Oklahoma 73507. These provisions shall govern the selection process and the activities of the CMAR.

The project is generally described as: Project No. EN1502B, Phase 1 McMahon Auditorium Addition and Renovation.

2. Construction Management At-Risk Services

- 2.1. The selected CMAR firm will assist the Owner and the Architect in accordance with AIA A133-2019 Standard form of Agreement between Owner and Construction Manager as Constructor and AIA A201-2017 General Conditions of the Contract for Construction, and as modified with mutual agreement between the Owner and CMAR firm.
 - 2.1.1. The Owner intends to execute one contract for Construction Manager for Pre-Construction Services on this project.
 - 2.1.2. At Owner's discretion, the contract may be extended to include CMAR services upon approval of a Guaranteed Maximum Price (GMP) by the City Council of the City of Lawton. The Owner reserves the right to terminate services under Article 10 of AIA133.
 - 2.1.3. The CMAR will provide Construction Services in accordance with AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, or a similar form.
- 2.2. All services shall be provided in compliance with Oklahoma Statutes, including but not limited to the following provisions.
 - 2.2.1. The Architect and Construction Manager shall be separate, independent firms and shall have no common business interests.
 - 2.2.2. The process shall be in accordance with State Law and in conformance to the Best CM Practices for Public Projects developed and endorsed by the design and construction industry.
 - 2.2.3. The CMAR shall work in cooperation with the Owner and Architect to 1) develop a project package within the limitations of the budget and 2) provide guidance to the project team that maximizes both cost and value. 'Cost' relates to getting the most building for the least price. 'Value' relates to decisions that affect long term operating and maintenance costs to the Owner.
 - 2.2.4. Fees and Expenses
 - 2.2.4.1. Pre-Construction Fee, Construction Management Fee and General Conditions expense reimbursement will be set at the time of contract negotiations. Each item is a lump sum amount that does not change unless the project is materially expanded or reduced.

2.2.4.2. When it is not reasonable to anticipate such costs, the fee for Pre-Construction Services will be negotiated as a lump sum fee. The CM fee and General Conditions will be set according to estimates provided by the CM and may be expressed as percentages of the budgeted construction cost. These percentages will not be exceeded and will be converted to lump sum amounts when the Contract for Construction is converted to a lump sum amount.

2.2.5. Establishing the Guaranteed Maximum Price (GMP)

The GMP is set at the inception of the project and is represented by the Owner's stated construction budget. From the point of initial conceptual cost-estimating on, the GMP will include a contingency commensurate with the CM's risk. As work progresses through the design phases, the Owner expects the contingency to be reduced and more of the dollars allocated to the actual construction. This relates to maximizing the amount of building delivered and value to the Owner. Prior to issuing the project for bids, the CM will commit to the GMP.

If the total of all bids exceeds the GMP, the CM will review with the Owner and Architect. Unless the Owner agrees to increase the GMP, the CM shall make recommendations to reduce fees, expenses, and/or bid package requirements and recommend award or partial award of packages to maintain the GMP.

2.2.6. Upon issuance of a Contract the CM shall establish relations with as many trade contractors as possible using both personal relations and distribution through the normal construction publications. Emphasis should be put on identifying potential bidders local to the project. The Owner's implicit instruction to the CM is "the CM process shall not inhibit fair and open competition among the trades and suppliers."

2.2.7. The intent of the bidding process is to encourage participation by all interested qualified bidders. Where specialized, critical building components are a part of the project, the CM is to work with the Architect to identify the necessary qualifications of that particular trade and any requirements for post-bid submittals for evaluation. The Architect is to incorporate those specific requirements into the technical specifications (for example the Quality Assurance section of the spec). All such requirements so stated in the documents shall be subject to review and approval of the Owner. After bids are received, the CM shall evaluate the bid proposals and recommend to the Owner the need for qualifications review. Jointly, the CM, Architect and the Owner will determine the lowest responsible bidder. This procedure is to be used only after careful consideration by all parties involved and upon prior approval by the Owner.

2.2.8. Because subcontractors participate in a public bidding process directly to the Owner, the Owner shall approve any conditions of the contract and the form of agreement used by the CM. At the same time, the Owner understands that the CM is performing the work 'at risk' and has a vital stake in the contract documents used for that purpose.

AIA A201-2017 General Conditions shall govern subcontracts. Any supplemental conditions proposed by the CM shall be reviewed and approved by the Owner in advance. The Contractor-Subcontractor Contract shall be the AGC 604, either the short form or long form. Any modifications to this form proposed by the CM shall be reviewed and approved by the Owner in advance.

- 2.2.9. Through collaboration with the Architect, the CM is responsible for ‘packaging’ the work for bid to the various subcontractors. Each package should be scrutinized for clarity – both language and content – ensuring that the entire scope of work is accounted for without duplication. The Architect will supply the standard bid form language. The CM is responsible for editing the bid items for clear ‘basis of award’.

The bid packages and bid form should be drafted to correspond with the Architect’s completion of Design Development and updated at 35%, 50% and 95% Construction Documents. (The CM’s cost estimates should reflect the same format of packages). The Project Team will scrutinize the packages and bid forms at each milestone and agree on the final language prior to issuing the documents for bid.

2.2.10. Subcontractor Bonding Requirements

Pursuant to State law, Subcontractors are required to furnish a Bid Bond if their total bid, on a package-by-package basis exceeds \$50,000. However, once the bids are assigned to the CM, there is no statutory requirement for the subcontractor to bond to the CM.

The Owner expects the CM to handle bonds much the same way as a General Contractor would on bid day: some bonds are required while others are not. Because the subcontractors bid in good faith to the State, they deserve clarity on this requirement. Therefore, it is the policy of DCAM/CAP that:

1. Subcontractors will not bond any subcontract \$50,000 or less, as that would not be required for any contract the State holds. The Owner expects the CM to cover that contract in their bond, as part of their risk.
2. For large subcontracts contracts, such as mechanical or electrical, the CM is allowed to require bonds. The requirement shall be made clear in the bid documents. Alternatively, a separate line item on the bid form could designate the bond cost, if required. If the Owner and CM agree not to require the bond, the bond price is not awarded to the CM.
3. For all other bid packages, the CM shall present their plan for bonding to the Owner for approval. The requirements shall be made clear in the bid documents.

2.2.11. Small Acquisitions – Building Specialties and Items Normally Installed by the GC

Pursuant to State law, contracts less than \$50,000 may be initiated following receipt of written bids.

CM shall review small purchases with the Owner and Architect for approval of such acquisitions. The CM will then prepare bid packets and will solicit a minimum of three quotes for the purchase. Quotes are to be submitted directly to the CM. The Owner, Architect and CM will jointly review the quotes for recommendation of award and contract amendment.

2.2.12. Bid Notices and Distribution of Bid Documents

The Public Competitive Bidding Act requires public bid notices to clearly state the location where documents may be obtained and the related cost to the bidder. Additionally, the notice must indicate that the documents are available for examination at the offices of the awarding public agency.

It is the intention of the Owner that documents should be readily available for a reasonable cost. The Owner will retain the appropriate number of copies for public inspection and the Architect will distribute the documents to Trade Publication(s). Project funds may be used for printing sets for distribution by the CM and sets or partial sets may be obtained from a public

reprographer. The CM may provide services under their contract to manage the bid document distribution process in lieu of the Owner, but the public advertisement will be placed by the Owner. The CM will work with the Architect and the Owner to develop a comprehensive plan for document distribution in advance of soliciting bids.

- 2.2.13. The Project will be “open book” whereby Owner may attend all meetings of the CMAR firm relating to the Project and have access to all CMAR fees, estimate numbers, and records relating to the Project. All fees for Pre-Construction services and General Conditions shall be developed and categorized by the CMAR in accordance with Exhibit B, Designated Services and Method of Payment.

2.3. Pre-Construction Services:

- 2.3.1. CM will assist Project Design Team and participate with Owner and Architect during Project development.
- 2.3.2. CM will provide evaluation and value planning that offers cost savings suggestions and best value recommendations.
- 2.3.3. CM will provide scheduling as it pertains to estimating and construction duration.
- 2.3.4. CM will provide routine constructability reviews.
- 2.3.5. CM will provide periodic construction cost estimates during each design phase (Schematic Design, Design Development, and Construction Documents).
- 2.3.6. CM may be requested to manage a subcontractor design assist process during the pre-construction phase.
- 2.3.7. CM will issue drawings for subcontractor bidding
- 2.3.8. CM will collect 3 bids for each trade.
- 2.3.9. CM will validate subs are qualified for project.
- 2.3.10. CM will submit GMP to Owner.

2.4. Construction Phase Services:

At Owner’s discretion, the CM contract may be extended to Construct the project as CMAR.

3. Written Statement of Qualifications Content

The following items shall be included in your firm’s written response to this RFQ:

- 3.1.1. Project Understanding and Approach - provide a statement of your firm's understanding of the project as well as your firm's approach to completing a project of this nature. Said statement shall include demonstration of experience working on building renovation projects while maintaining and accommodating the Owner’s continued occupancy and use of the building during construction.
- 3.1.2. Completed Form “CMAR SERVICES QUALIFICATIONS STATEMENT”, Exhibit A.
- 3.1.3. Insurance - provide a Certificate of Insurance indicating your firm's insurance coverage or a statement indicating current coverage. Minimum requirements for other insurance coverage shall be as follows:

Workmen 's Compensation:

Employer Liability \$ 500,000

Comprehensive General Liability and Bodily Injury:

Bodily Injury \$ 125,000 each occurrence

Property Damage \$ 100,000 each occurrence

Combined Single Limit \$1,000,000 aggregate

Comprehensive Automobile Liability:

Bodily Injury \$ 125,000 each occurrence

Property Damage \$ 100,000 each occurrence

Combined Limit	\$1,000,000 aggregate
<u>Builder's Risk:</u>	100% of Construction Cost, to be determined

The written Statement of Qualifications shall be limited to 25 pages, excluding report cover, separation tabs and resumes.

4. Selection Process

All qualification statements submitted shall be reviewed by the City of Lawton to determine the qualifications of each firm. Firms will be ranked by the City of Lawton based on the responses to this RFQ. Based on this review, the City of Lawton intends to select a firm based upon the qualifications and experience of the firm. The City of Lawton reserves the right to compile a short list of qualified candidates for interview. Selection of the most qualified firm may be determined in part based on interviews as described in section 5.

Selection of the most qualified firm will be based on the written Statement of Qualifications content, interviews if conducted and reference checks.

The City Engineer will negotiate a contract with the highest rated qualified firm from this review. In the event a reasonable fee cannot be negotiated with the selected firm, the City Engineer may negotiate with other qualified firms in order of their ranking.

Final selection and approval shall be made by the City Council, and after approval by the City Council, a contract will be prepared for execution.

5. Interview

After receiving written RFQ response the City of Lawton may elect to meet with your project team. The City of Lawton's Design Professional will participate in the interview process in an advisory capacity. The purpose of this meeting will be to:

- a. Meet the project team and review in more detail the experience of the team.
- b. Discuss the firm's strategies for controlling and minimizing project costs.
- c. Discuss the firm's strategies for project scheduling and delivering the project on schedule.
- d. Discuss the firm's strategies for addressing project challenges.
- e. Review the firm's experience on building renovation projects while maintaining and accommodating the Owner's continued use of the building during construction.

6. CM Selection Schedule

- _____ 2021 RFQ distributed
- _____ 2021 Written Statements of Qualifications due
- _____ 2021 Interviews with firms placed on short list
- _____ 2021 Final Selection of CM Firm by City Council

7. Owner's Project Team

Owner's Representative: Joseph Painter, P.E., Director of Engineering
 Project Manager: R. Scott Vaughn, P.E.
 Architect: David Oman, VP, CH Guernsey & Company

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

The City of Lawton (hereinafter referred to as Owner) is soliciting information in this statement to assist in the initial states of selecting a firm to provide Construction Manager At-Risk services for the McMahon Auditorium Addition and Renovation, Phase 1 project in Lawton, Oklahoma. Receipt and acceptance of this completed statement does not commit the Owner to award an interview or a contract to any firm.

Firm/Company Contact Information	
Name	
Address	
Telephone	
Website	
Indicate contact person whom Owner can call upon concerning your proposal or setting dates for meetings.	

Principal(s) of the Firm/Company (CV or Resume is encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Additional Project Team Members and their Assigned Roles (CV or Resumes are encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Additional Project Team Members and their Assigned Roles (CV or Resumes are encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Where necessary, attached additional pages to this Statement.

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

Firm/Company Qualifications	
(Note: If a firm has more than one location, respond for the office or branch proposed to work on this)	
General Information:	
Date Founded/Opened	
Total Number of Employees	
Attach organizational chart	
List three (3) completed projects and give brief descriptions of each, including construction management, bidding process, location of project, timeline, and total construction costs.	
Potential workload and any potential concerns with capacity during 2022-2023 calendar years.	
Describe management process with subcontractors with respect to materials, labor and products to ensure consistency with what is identified in the design and specifications.	
Describe experience with quality control to ensure compliance with technical specifications and conformance with all federal, state, and local codes and/or regulations applicable to the project.	
Describe experience with project budget oversight and payment application.	
Description of service philosophy	
Detail of services that may be provided to Owner	
Project Experience:	
What office would be servicing OWNER	
List at least three (3) projects to include the company name, contact person(s), contact telephone number, contact email address, and length of relationship.	
List a minimum of three (3) references that are knowledgeable regarding your Firm/Company's recent performance on projects, including the company name, location where services were provided, contact person(s), contact telephone number, contact email address, and a complete description of services provided, including dates of services.	
What sets your organization apart from other construction service firms? Give examples.	
Qualifications:	
Does the Firm/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?	
Is your Firm/Company, its affiliates and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits you, your firm/company, its affiliates and/or subsidiaries from providing construction services to OWNER?	
Identify what procedures your Firm/Company utilizes to identify and resolve conflicts of interest.	
List of previous engagements with OWNER	
Provide a statement of the Firm/Company's financial responsibility and resources to undertake a contract of this magnitude.	
Is Firm/Company authorized and/or licensed to do business in Oklahoma?	
Provide copies of professional/business licenses	

EXHIBIT A
CMAR SERVICES QUALIFICATIONS STATEMENT

Has the Firm/Company or any of its principals been debarred or suspended from contracting with any public entity? If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.	
Has the Firm/Company ever had a bond or surety canceled or forfeited?	
Has the Firm/Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.	
Has the Firm/Company ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.	
Has the Firm/Company ever failed to complete any contract awarded? If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.	
Has any officer, principal or partner proposed for this assignment ever been an officer, principal or partner of some other organization that failed to complete a contract? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.	
Litigation Disclosure: <i>Failure to fully and truthfully provide the information requested may result in the disqualification of your Statement from consideration or termination of the contract, if awarded.</i>	
Have you or any member of your Firm/Company or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?	
Have you or any member of your Firm/Company or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for any Federal, State, or Local Government, or private entity?	
Have you or any member of your Firm/Company or Team to be assigned to this engagement been involved in any claim or litigation with any Federal, State, or Local Government, or private entity during the last ten (10) years?	

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

Any and all costs associated with the preparation of any statement and/or submittal shall be borne by the Firm/Company. Firm/Company acknowledges that all information submitted would be retained by Owner and is subject to the Oklahoma Open Records Act. This Statement does not commit Owner to award an Interview opportunity, does not commit Owner to enter into a contract, or provide reimbursement of any costs associated with this overall selection process. Final award of any contract is subject to Owner approval.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name of Firm/Company

Printed or Typed Name of Principal

Title of Principal

Signature of Principal

Date

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: PRECONSTRUCTION	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
ARCHITECTURAL SELECTION						X
STRUCTURAL, MECHANICAL AND ELECTRICAL					X	
SPECIAL CONSULTANT SELECTION					1	2
SURVEYOR SELECTION					X	
SITE SELECTION RECOMMENDATIONS						X
REVIEW DESIGN CONCEPTS	2					1
DEVELOP BID PACKAGES/SUB-	X					
SITE USE RECOMMENDATIONS	2				1	
MATERIAL SELECTION	2				1	
BUILDINGS SYSTEMS RECOMMENDATIONS	2				1	
BUILDING EQUIPMENT RECOMMENDATIONS (MOVEABLE)	2				2	1
BUILDING EQUIPMENT RECOMMENDATIONS (FIXED)	2	2			1	
CONSTRUCTION FEASIBILITY	1				2	
PROJECT MASTER SCHEDULING	X					
BID PACKAGE RECOMMENDATIONS	X					
LIFE CYCLE COSTING ANALYSIS	2				1	
INFORMAL AND FORMAL VALUE ENGINEERING	2				1	1
ENERGY USE ANALYSIS AND	2				1	
PRELIMINARY TOTAL COST FEASIBILITY	X					
LABOR AVAILABILITY REVIEW	X					
MATERIAL EQUIPMENT AND CONTRACTOR	X					

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: PROJECT BUDGETING AND COST CONTROL	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
TOTAL PROJECT COST BUDGET						X
CONSTRUCTION COST BUDGET	X					
CONSTRUCTION COST BUDGET	X					
PRELIMINARY COST MODEL	X					
SCHEMATIC DESIGN PHASE ESTIMATES	X					
DESIGN DEVELOPMENT PHASE	X					
BID PACKAGE/SUBCONTRACT ESTIMATES	X					
CASH FLOW PROJECTIONS	X					
PHASE FUNDING MODELING	X					
MATERIAL SURVEYS	X					
TRADE CONTRACTOR ESTIMATES	X					
CHANGE ORDER ESTIMATES			X			
SET-UP COST ACCOUNTING			X			
SET-UP REPORTING METHODS			X			
SET-UP PAYMENT PROCEDURES			2			1
SET-UP CHANGE ORDER PROCEDURES			1		2	1
CONTINUAL PROJECT COST			1		2	1

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: SUB-CONTRACTING SELECTION AND PURCHASING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
SET PRE-QUALIFICATION CRITERIA	X					
RECOMMEND CONTRACTOR SELECTION METHODS	X					
RECOMMEND CONTRACTOR AWARD SELECTION METHODS	1					2
DEVELOP CONTRACTOR INTEREST	X					
PREPARE BIDDING SCHEDULES	X					
CONDUCT PRE-BID CONFERENCE AND ISSUE PLANS	X					
RECEIVE BIDS	X					
ANALYZE BIDS	X					
RECOMMEND AWARD	1				2	
VERIFY UNIT COSTS	X					
NEGOTIATE UNION RATES AND MANPOWER COSTS REQUIRED		X				
CONDUCT PRE-AWARD CONFERENCE			X			
PREPARE CONTRACTS	X					
SUPPLIER AND SUBCONTRACTOR	X					
ORIGINATE RFI'S AFTER SCREENING			X			
PREPARE CHANGE ORDERS			2		1	
VERIFY CORRECTNESS OF QUANTITIES AND PRICES OF			1		2	
COORDINATE OWNER-SUPPLIED FIXED EQUIPMENT			2		1	1

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONTRACT DOCUMENTS COORDINATION	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FEASIBILITY REVIEW AND	X					
CONSTRUCTIBILITY REVIEW AND RECOMMENDATIONS	X					
SUBCONTRACTOR WORK SCOPING	X					
RESPONSIBILITY FOR: SAFETY			X			
SAFETY PROGRAMS			X			
TEMPORARY FACILITIES			X			
COMMON USE EQUIPMENT			X			
COMMON USE SERVICES			X			
REVIEW FOR: JURISDICTIONAL OVERLAP	X					
INCLUSION OF ALL WORK	X					
PHASE CONSTRUCTION COORD.	X					
IDENTIFY LONG LEAD ITEMS	X					
OBTAIN AGENCY APPROVALS					2	1
ASSIST IN OBTAINING PERMITS (AS NEEDED)			X			

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONSTRUCTION PHASE STAFF	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
PROJECT MANAGER (AS REQUIRED)			X			
PROJECT SUPERINTENDENT (AS REQUIRED)			X			
ASSISTANT PROJECT SUPERINTENDENT			X			
MECHANICAL COORDINATOR (AS REQUIRED)			X			
ELECTRICAL COORDINATOR (AS REQUIRED)			X			
OFFICE ENGINEER (AS REQUIRED)			X			
ENGINEERING AND LAYOUT (AS FIELD ENGINEER-LINE AND GRADE (AS				X		
DRAWING CHECKER (AS REQUIRED)			X			
TIME KEEPER/CHECKER (AS REQUIRED)			X			
SCHEDULING ENGINEER (AS REQUIRED)			X			
PROJECT COORDINATOR			X			
COST ENGINEER (AS REQUIRED)			X			
CLERK-TYPIST (AS REQUIRED)			X			
RODMAN AND HELPERS (AS REQUIRED)				X		
SAFETY ENGINEER (AS REQUIRED)			X			

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B

Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TRAVEL AND LODGING	PRE-CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
STAFF TRAVEL COST		X				
STAFF TRANSPORTATION		X				
PROJECT STAFF MOVING EXPENSES		X				
PROJECT STAFF SUBSISTENCE COSTS			X			
PHASE: TEMPORARY FACILITIES						
SAFETY EQUIPMENT AND FIRST AID			X			
HANDRAILS AND TOE BOARDS			X			
OPENING PROTECTION			X			
FIRE EXTINGUISHERS			X			
WATCHMAN SERVICE				X		
OFFICE OR TRAILER RENTAL			X			
WATERBOY CUPS			X			
TEMPORARY STAIRS			X			
PROJECT SIGNS			X			
BULLETIN BOARDS			X			
CONSTRUCTION FENCING			X			
BARRICADES AND COVERED WALKWAYS (AS				X		
SAFETY NETS (AS REQUIRED)				X		
TEMPORARY TOILETS			X			

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE UTILITIES AND SERVICES	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
TEMPORARY TELEPHONE INSTALLATION AND EXPENSE			X			
TEMPORARY POWER SERVICE			X			
POWER SERVICE			X			
TEMPORARY WATER AND HEATING			X			
HEATING ENERGY CHARGES				X		
TEMPORARY WIRING				X		
LIGHT BULBS				X		
DAILY CLEAN-UP			1	2		
WEEKLY TRASH-REMOVAL			1	2		
FINAL CLEAN-UP			1	2		
DUMP PERMITS AND FEES				X		
DEBRIS HAULING/REMOVAL				X		
FLAGMAN/TRAFFIC CONTROL (AS REQUIRED)				X		
FUELS FOR INITIAL TANK FILLING				X		
TEMPORARY ROADS				X		
ROADWAY MAINTENANCE				X		
DUST CONTROLS				X		
TEMPORARY EROSION CONTROL				X		
TEMP. WATER /SEWER EXPENSE & WATER EXPENSES - SITE GRADING &				X		
TWO-WAY RADIO EQUIPMENT (AS REQUIRED)			X			
TRASH CHUTE AND HOPPERS (AS REQUIRED)				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE EQUIPMENT	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
AUTOMOBILE AND FUEL (AS REQUIRED)			X			
PICK-UP TRUCK AND FUEL (AS REQUIRED)			X			
FLATBED TRUCK AND FUEL (AS			X			
WATERTRUCK (AS REQUIRED)				X		
AIR COMPRESSOR AND FUEL (AS REQUIRED)				X		
DEWATERING EQUIPMENT AND FUEL (AS REQUIRED)				X		
TEMPORARY GENERATOR AND FUEL (AS REQUIRED)			X			
DEBRIS REMOVAL/HAULING EQUIPMENT (AS REQUIRED)				X		
SNOW REMOVAL (AS REQUIRED)				X		
TIRES AND MAINTENANCE COST (AS REQUIRED)			X			
FORKLIFT OPERATOR				X		
MATERIAL HOIST OPERATOR			X			
PERSONNEL OPERATOR			X			
FIXED CRANE OPERATOR				X		
TRAVEL CRANE OPERATOR				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TEMPORARY HEATING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
REMOVE SNOW AND ICE (AS REQUIRED)				X		
TEMPORARY ENCLOSURES (AS				X		
PIPING COST IN BUILDING (AS			X			
FUEL COST FOR HEATING (AS				X		
POWER COST FOR HEATING (AS REQUIRED)			X			
FURNACE RENTAL (AS REQUIRED)			X			
HEATER RENTAL (AS REQUIRED)			X			
BOILER RENTAL (AS REQUIRED)			X			
OPERATOR-TEMPORARY SYSTEMS (AS REQUIRED)			X			
OPERATION FIRE WATCH (AS				X		
CLEANING COST (AS REQUIRED)				X		
MAINTENANCE COST (AS REQUIRED)				X		
EXTENDED WARRANTY COST (AS REQUIRED)				X		
FILTER CHANGE (AS REQUIRED)				X		
TEMPORARY OFFICE HEATING (AS REQUIRED)			X			
TEMP WEATHER PROTECTION & HEATING FOR SUBCONTRACTORS				X		

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
COST STUDY DOCUMENTS					X	
SYSTEMS STUDY DOCUMENTS					X	
BID PACKAGE SETS (SEE PARAGRAPH	X					
BIDDING INSTRUCTIONS	X					
CONSTRUCTION DOCUMENTS ORIGINAL					X	
POSTAGE AND EXPRESS COSTS (CM/GC ISSUES			X			
AS-BUILT SUB-DOCUMENTS	X					
AS-BUILT DOCUMENTS	2				1	
ACCOUNTING FORMS		X				
FIELD REPORTING FORMS			X			
SUBCONTRACT AGREEMENT FORMS	X					
SCHEDULE REPORT FORMS			X			
ESTIMATING FORMS	X					
COST REPORTING FORMS	X					
VALUE ANALYSIS STUDIES PRINTING	X					
DATA PROCESSING (MAIN OFFICE)		X				
REFERENCE MATERIALS			X			
SHOP DRAWING PRINTING				X		
ON-SITE FAX AND COPIER			X			
DATA PROCESSING (ON-SITE)			X			
MAINTENANCE MANUALS (FROM SUBS) AND OPERATIONS MANUALS (FROM				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: QUALITY CONTROL	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FIELD INSPECTOR (AS REQUIRED)			X			
INSPECTORS' OFFICE (AS REQUIRED)			X			
INSPECTORS' TRANSPORTATION (AS			X			
INSPECTORS' EQUIPMENT (AS			X			
SPECIAL INSPECTIONCONSULTANTS						X
SPECIAL TESTING CONSULTANTS						X
CONCRETE SUBSTRUCTURE-					X	
CONCRETE TESTING						X
MASONRY TESTING						X
COMPACTION TESTING						X
WELDING TESTING						X
PIER INSPECTION/TESTING						X
SOILS INVESTIGATION					X	
SPECIAL TESTING SERVICES (EXCEPT AS						X
PROJECT PHOTOGRAPHS			X			
WARRANTY INSPECTIONS		1			2	
AIR AND WATER BALANCING				X		
OPERATOR ON-SITE TRAINING			X			
PREPARE OPERATION/MAINTENANCE			2	1		

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: INSURANCE AND BONDS	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
BUILDERS RISK INSURANCE			X			
GENERAL LIABILITY, INCLUDING AUTOMOBILE			X			
PRODUCT LIABILITY			X			
EXCESS LIABILITY COVERAGE			X			
WORKERS COMPENSATION (FIELD			X			
FICA INSURANCE (FIELD OFFICE STAFF)			X			
FEDERAL UNEMPLOYMENT (FIELD			X			
STATE UNEMPLOYMENT			X			
CONSTRUCTION MANAGER'S PAYMENT			X			
CONSTRUCTION MANAGER'S			X			
STATE/LOCAL BONDS				X		
* SUBCONTRACTOR BONDS				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

* ONLY AS MUTUALLY AGREED UPON BETWEEN THE PRINCIPAL REPRESENTATIVE AND THE CM.

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: OFF-SITE SERVICES	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
CORPORATE EXECUTIVES (AS	X	X				
PRINCIPAL IN CHARGE (AS REQUIRED)	X	X				
PROJECT EXECUTIVE (AS REQUIRED)	X	X				
LEGAL - BASIC SERVICES (AS REQUIRED)	X	X				
ACCOUNTING (AS REQUIRED)		X				
PURCHASING (AS REQUIRED)	X					
SAFETY OFFICER (AS REQUIRED)		X				
EEO OFFICER (AS REQUIRED)	X	X				
SECRETARIAL AND CLERK- TYPIST (AS REQUIRED)	X	X				
BENEFITS AND VACATIONS FOR ABOVE	X	X				

Responsibility:

x = Total

1 = Primary

2 = Secondary



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-561

Agenda Date: 11/9/2021

Agenda No: 8.

ITEM TITLE:

Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services on the City Hall Renovation Project EN2004A

INITIATOR: Director of Engineering, Joseph Painter

STAFF INFORMATION SOURCE: Director of Engineering, Joseph Painter

BACKGROUND: Council approved professional services contract with MA+ Architecture, LLC to provide design services for City Hall Renovation Project EN2004A on December 8, 2020. The contract consisted of a Preliminary Report (Schematic Design) for completing the renovation of City Hall in the amount of \$67,500. On July 13, 2021, MA+ Architecture presented the schematic design information at the meeting and Council approved Base Bid plus Alternate Package 1 in the amount of \$6,734,087.13. Estimated Costs includes Construction costs, Architect and Engineer (A&E) fees and Furniture, Fixtures and Equipment (FF&E) costs for the project are broken down into the Base Bid plus Alternate Package 1. On September 28, 2021, Council approved Amendment No.1 to the existing contract with MA+ Architecture, LLC. The Amendment No. 1 included Design Development (DD), Construction Documents (CD), Bidding (B) and Construction Administration (CA) into the existing contract in the amount of \$328,515.00.

Staff seeks authorization to solicit statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services on this project. CMAR, as authorized by O.S. Title 61, Sections 216 and 217 is a delivery method which entails a commitment by a qualified Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The selected CMAR firm will provide professional services and assist the owner and architect during design. At owner's discretion, the CM contract may be extended to include construction phase services for the project.

Staff is recommending using the CMAR delivery method for this project as the current volatility in the construction industry has led to issues in material availability and thereby cost increases. It is anticipated the CMAR process will provide better cost control throughout the process versus the traditional method of design-bid-build. The CMAR will provide updated cost estimates throughout the design process to enable the designers and Staff to ensure the project will stay within budgetary limits. Upon completion of design, bids for construction of the project will be solicited by the CMAR in accordance with O.S. Title 61 and brought before Mayor and Council for award or rejection.

EXHIBIT: RFQ CMAR MMA

KEY ISSUES: None

FUNDING SOURCE: 2019 CIP

STAFF RECOMMENDED COUNCIL ACTION: Authorize the solicitation of statements of qualifications from qualified firms for CMAR services on the City Hall Renovation Project EN2004A



CITY OF LAWTON, ENGINEERING DIVISION

Mailing Address: 212 SW 9th Street Lawton, Oklahoma 73501 | PH: 580.581.3385 | FX: 580.581.3366

Office/Shipping Address: 2202 SW 3rd Street Lawton, Oklahoma 73501

November 10, 2021

(Addressee)

RE: Request for Qualifications Statements
Construction Management At-Risk (CMAR) Services
Project No. EN2004A City Hall Renovation

Dear Sir/Madam:

The City of Lawton (Owner) seeks the services of a qualified Firm to serve as Construction Manager for the City Hall Renovation Project, Project No. EN2004A. We hereby request your firm submit a Statement of Qualifications to the Owner for consideration of providing these services.

The Lawton City Hall is the Center of Municipal Government in Lawton, Oklahoma and is located at 212 SW 9th Street, Lawton, Oklahoma 73501. This project will consist of renovations to approximately 27,000 SF of existing building space. Construction will take place on the first, second and third floors. Major components of the project include demolition, framing, plumbing, electrical and room finishes.

The selected CMAR firm will assist the Owner and the Architect in accordance with AIA A133-2019 Standard form of Agreement between Owner and Construction Manager as Constructor, Exhibit B and AIA A201-2017 General Conditions of the Contract for Construction, Exhibit C.

The Owner intends to execute one contract for Construction Manager for Pre-Construction Services. At Owner's discretion, the contract may be extended to include CMAR services upon approval of a Guaranteed Maximum Price (GMP) by the City Council of the City of Lawton. The Owner reserves the right to terminate services under Article 10 of AIA133.

Please submit your firm's State of Qualifications in accordance with the requirements set forth in the attached document by 2:00 p.m. local time on _____, 2021.

Thank you for your time and attention to this matter. Please direct comments, questions and any requests for information regarding this request for proposal to my office at (580) 581-3385.

Respectfully,

Joseph Painter, P.E.
Director of Engineering
City of Lawton

Copy: File

Request for Qualifications
Construction Management At-Risk Services
November 10, 2021

1. Introduction

The City of Lawton (Owner) seeks the services of a Construction Manager for pre-construction project development activities and Construction Manager At-Risk services for construction and renovation work at our facility at 212 SW 9th Street, Lawton, Oklahoma 73501. These provisions shall govern the selection process and the activities of the CMAR.

The project is generally described as: Project No. EN2004A, City Hall Renovation.

2. Construction Management At-Risk Services

- 2.1. The selected CMAR firm will assist the Owner and the Architect in accordance with AIA A133-2019 Standard form of Agreement between Owner and Construction Manager as Constructor and AIA A201-2017 General Conditions of the Contract for Construction, and as modified with mutual agreement between the Owner and CMAR firm.
 - 2.1.1. The Owner intends to execute one contract for Construction Manager for Pre-Construction Services on this project.
 - 2.1.2. At Owner's discretion, the contract may be extended to include CMAR services upon approval of a Guaranteed Maximum Price (GMP) by the City Council of the City of Lawton. The Owner reserves the right to terminate services under Article 10 of AIA133.
 - 2.1.3. The CMAR will provide Construction Services in accordance with AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, or a similar form.
- 2.2. All services shall be provided in compliance with Oklahoma Statutes, including but not limited to the following provisions.
 - 2.2.1. The Architect and Construction Manager shall be separate, independent firms and shall have no common business interests.
 - 2.2.2. The process shall be in accordance with State Law and in conformance to the Best CM Practices for Public Projects developed and endorsed by the design and construction industry.
 - 2.2.3. The CMAR shall work in cooperation with the Owner and Architect to 1) develop a project package within the limitations of the budget and 2) provide guidance to the project team that maximizes both cost and value. 'Cost' relates to getting the most building for the least price. 'Value' relates to decisions that affect long term operating and maintenance costs to the Owner.
 - 2.2.4. Fees and Expenses
 - 2.2.4.1. Pre-Construction Fee, Construction Management Fee and General Conditions expense reimbursement will be set at the time of contract negotiations. Each item is a lump sum amount that does not change unless the project is materially expanded or reduced.
 - 2.2.4.2. When it is not reasonable to anticipate such costs, the fee for Pre-Construction Services will be negotiated as a lump sum fee. The CM fee and General Conditions will be set according to estimates provided by the CM and may be expressed as

percentages of the budgeted construction cost. These percentages will not be exceeded and will be converted to lump sum amounts when the Contract for Construction is converted to a lump sum amount.

2.2.5. Establishing the Guaranteed Maximum Price (GMP)

The GMP is set at the inception of the project and is represented by the Owner's stated construction budget. From the point of initial conceptual cost-estimating on, the GMP will include a contingency commensurate with the CM's risk. As work progresses through the design phases, the Owner expects the contingency to be reduced and more of the dollars allocated to the actual construction. This relates to maximizing the amount of building delivered and value to the Owner. Prior to issuing the project for bids, the CM will commit to the GMP.

If the total of all bids exceeds the GMP, the CM will review with the Owner and Architect. Unless the Owner agrees to increase the GMP, the CM shall make recommendations to reduce fees, expenses, and/or bid package requirements and recommend award or partial award of packages to maintain the GMP.

2.2.6. Upon issuance of a Contract the CM shall establish relations with as many trade contractors as possible using both personal relations and distribution through the normal construction publications. Emphasis should be put on identifying potential bidders local to the project. The Owner's implicit instruction to the CM is "the CM process shall not inhibit fair and open competition among the trades and suppliers."

2.2.7. The intent of the bidding process is to encourage participation by all interested qualified bidders. Where specialized, critical building components are a part of the project, the CM is to work with the Architect to identify the necessary qualifications of that particular trade and any requirements for post-bid submittals for evaluation. The Architect is to incorporate those specific requirements into the technical specifications (for example the Quality Assurance section of the spec). All such requirements so stated in the documents shall be subject to review and approval of the Owner. After bids are received, the CM shall evaluate the bid proposals and recommend to the Owner the need for qualifications review. Jointly, the CM, Architect and the Owner will determine the lowest responsible bidder. This procedure is to be used only after careful consideration by all parties involved and upon prior approval by the Owner.

2.2.8. Because subcontractors participate in a public bidding process directly to the Owner, the Owner shall approve any conditions of the contract and the form of agreement used by the CM. At the same time, the Owner understands that the CM is performing the work 'at risk' and has a vital stake in the contract documents used for that purpose.

AIA A201-2017 General Conditions shall govern subcontracts. Any supplemental conditions proposed by the CM shall be reviewed and approved by the Owner in advance. The Contractor-Subcontractor Contract shall be the AGC 604, either the short form or long form. Any modifications to this form proposed by the CM shall be reviewed and approved by the Owner in advance.

2.2.9. Through collaboration with the Architect, the CM is responsible for 'packaging' the work for bid to the various subcontractors. Each package should be scrutinized for clarity – both language and content – ensuring that the entire scope of work is accounted for without

duplication. The Architect will supply the standard bid form language. The CM is responsible for editing the bid items for clear 'basis of award'.

The bid packages and bid form should be drafted to correspond with the Architect's completion of Design Development and updated at 35%, 50% and 95% Construction Documents. (The CM's cost estimates should reflect the same format of packages). The Project Team will scrutinize the packages and bid forms at each milestone and agree on the final language prior to issuing the documents for bid.

2.2.10. Subcontractor Bonding Requirements

Pursuant to State law, Subcontractors are required to furnish a Bid Bond if their total bid, on a package-by-package basis exceeds \$50,000. However, once the bids are assigned to the CM, there is no statutory requirement for the subcontractor to bond to the CM.

The Owner expects the CM to handle bonds much the same way as a General Contractor would on bid day: some bonds are required while others are not. Because the subcontractors bid in good faith to the State, they deserve clarity on this requirement. Therefore, it is the policy of DCAM/CAP that:

1. Subcontractors will not bond any subcontract \$50,000 or less, as that would not be required for any contract the State holds. The Owner expects the CM to cover that contract in their bond, as part of their risk.
2. For large subcontracts contracts, such as mechanical or electrical, the CM is allowed to require bonds. The requirement shall be made clear in the bid documents. Alternatively, a separate line item on the bid form could designate the bond cost, if required. If the Owner and CM agree not to require the bond, the bond price is not awarded to the CM.
3. For all other bid packages, the CM shall present their plan for bonding to the Owner for approval. The requirements shall be made clear in the bid documents.

2.2.11. Small Acquisitions – Building Specialties and Items Normally Installed by the GC

Pursuant to State law, contracts less than \$50,000 may be initiated following receipt of written bids.

CM shall review small purchases with the Owner and Architect for approval of such acquisitions. The CM will then prepare bid packets and will solicit a minimum of three quotes for the purchase. Quotes are to be submitted directly to the CM. The Owner, Architect and CM will jointly review the quotes for recommendation of award and contract amendment.

2.2.12. Bid Notices and Distribution of Bid Documents

The Public Competitive Bidding Act requires public bid notices to clearly state the location where documents may be obtained and the related cost to the bidder. Additionally, the notice must indicate that the documents are available for examination at the offices of the awarding public agency.

It is the intention of the Owner that documents should be readily available for a reasonable cost. The Owner will retain the appropriate number of copies for public inspection and the Architect will distribute the documents to Trade Publication(s). Project funds may be used for printing sets for distribution by the CM and sets or partial sets may be obtained from a public reprographer. The CM may provide services under their contract to manage the bid document distribution process in lieu of the Owner, but the public advertisement will be

placed by the Owner. The CM will work with the Architect and the Owner to develop a comprehensive plan for document distribution in advance of soliciting bids.

- 2.2.13. The Project will be “open book” whereby Owner may attend all meetings of the CMAR firm relating to the Project and have access to all CMAR fees, estimate numbers, and records relating to the Project. All fees for Pre-Construction services and General Conditions shall be developed and categorized by the CMAR in accordance with Exhibit B, Designated Services and Method of Payment.

2.3. Pre-Construction Services:

- 2.3.1. CM will assist Project Design Team and participate with Owner and Architect during Project development.
- 2.3.2. CM will provide evaluation and value planning that offers cost savings suggestions and best value recommendations.
- 2.3.3. CM will provide scheduling as it pertains to estimating and construction duration.
- 2.3.4. CM will provide routine constructability reviews.
- 2.3.5. CM will provide periodic construction cost estimates during each design phase (Schematic Design, Design Development, and Construction Documents).
- 2.3.6. CM may be requested to manage a subcontractor design assist process during the pre-construction phase.
- 2.3.7. CM will issue drawings for subcontractor bidding
- 2.3.8. CM will collect 3 bids for each trade.
- 2.3.9. CM will validate subs are qualified for project.
- 2.3.10. CM will submit GMP to Owner.

2.4. Construction Phase Services:

At Owner’s discretion, the CM contract may be extended to Construct the project as CMAR.

3. Written Statement of Qualifications Content

The following items shall be included in your firm’s written response to this RFQ:

- 3.1.1. Project Understanding and Approach - provide a statement of your firm's understanding of the project as well as your firm's approach to completing a project of this nature. Said statement shall include demonstration of experience working on building renovation projects while maintaining and accommodating the Owner’s continued occupancy and use of the building during construction.
- 3.1.2. Completed Form “CMAR SERVICES QUALIFICATIONS STATEMENT”, Exhibit A.
- 3.1.3. Insurance - provide a Certificate of Insurance indicating your firm's insurance coverage or a statement indicating current coverage. Minimum requirements for other insurance coverage shall be as follows:

Workmen 's Compensation:

Employer Liability \$ 500,000

Comprehensive General Liability and Bodily Injury:

Bodily Injury \$ 125,000 each occurrence

Property Damage \$ 100,000 each occurrence

Combined Single Limit \$1,000,000 aggregate

Comprehensive Automobile Liability:

Bodily Injury \$ 125,000 each occurrence

Property Damage \$ 100,000 each occurrence

Combined Limit \$1,000,000 aggregate

Builder’s Risk: 100% of Construction Cost, to be determined

The written Statement of Qualifications shall be limited to 25 pages, excluding report cover, separation tabs and resumes.

4. Selection Process

All qualification statements submitted shall be reviewed by the City of Lawton to determine the qualifications of each firm. Firms will be ranked by the City of Lawton based on the responses to this RFQ. Based on this review, the City of Lawton intends to select a firm based upon the qualifications and experience of the firm. The City of Lawton reserves the right to compile a short list of qualified candidates for interview. Selection of the most qualified firm may be determined in part based on interviews as described in section 5.

Selection of the most qualified firm will be based on the written Statement of Qualifications content, interviews if conducted and reference checks.

The City Engineer will negotiate a contract with the highest rated qualified firm from this review. In the event a reasonable fee cannot be negotiated with the selected firm, the City Engineer may negotiate with other qualified firms in order of their ranking.

Final selection and approval shall be made by the City Council, and after approval by the City Council, a contract will be prepared for execution.

5. Interview

After receiving written RFQ response the City of Lawton may elect to meet with your project team. The City of Lawton's Design Professional will participate in the interview process in an advisory capacity. The purpose of this meeting will be to:

- a. Meet the project team and review in more detail the experience of the team.
- b. Discuss the firm's strategies for controlling and minimizing project costs.
- c. Discuss the firm's strategies for project scheduling and delivering the project on schedule.
- d. Discuss the firm's strategies for addressing project challenges.
- e. Review the firm's experience on building renovation projects while maintaining and accommodating the Owner's continued use of the building during construction.

6. CM Selection Schedule

- 2021 RFQ distributed
- 2021 Written Statements of Qualifications due
- 2021 Interviews with firms placed on short list
- 2021 Final Selection of CM Firm by City Council

7. Owner's Project Team

Owner's Representative:	Joseph Painter, P.E., Director of Engineering
Project Manager:	R. Scott Vaughn, P.E.
Architect:	Gary Armbruster, AIA, Principal Architect, MA+ Architecture

Information derived from written responses shall be confidential, except as required for public information pursuant to State or local law. The evaluation of the qualifications will be made on the basis of the aforementioned requested information, but not necessarily limited thereto.

The City of Lawton reserves the sole right to review the qualifications submitted, to waive any irregularities therein, and to select or reject any or all firms that submitted Statements of Qualifications.

8. Statement Submittal

Seven (7) copies of Statements of Qualifications shall be directed to:

via USPS:

City of Lawton
Engineering Department
212 SW 9th Street
Lawton, Oklahoma 73501-4059

via Shipping (Fed Ex, etc.):

City of Lawton
Engineering Department
2202 SW 3rd Street
Lawton, Oklahoma 73501

One digital copy in pdf format shall be directed to: sneha.dongre@lawtonok.gov

Statements of Qualifications must be received at the above address no later than 2:00 p.m. local time on _____, 2021.

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

The City of Lawton (hereinafter referred to as Owner) is soliciting information in this statement to assist in the initial states of selecting a firm to provide Construction Manager At-Risk services for the City Hall Renovation project in Lawton, Oklahoma. Receipt and acceptance of this completed statement does not commit the Owner to award an interview or a contract to any firm.

Firm/Company Contact Information	
Name	
Address	
Telephone	
Website	
Indicate contact person whom Owner can call upon concerning your proposal or setting dates for meetings.	

Principal(s) of the Firm/Company (CV or Resume is encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Additional Project Team Members and their Assigned Roles (CV or Resumes are encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Additional Project Team Members and their Assigned Roles (CV or Resumes are encouraged)	
Contact Information:	
Name	
Telephone	
Email	
Experience:	
Length of Time With Firm/Company	
Length of Career in Field	
Number of Municipal Clients	

Where necessary, attached additional pages to this Statement.

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

Firm/Company Qualifications	
(Note: If a firm has more than one location, respond for the office or branch proposed to work on this)	
General Information:	
Date Founded/Opened	
Total Number of Employees	
Attach organizational chart	
List three (3) completed projects and give brief descriptions of each, including construction management, bidding process, location of project, timeline, and total construction costs.	
Potential workload and any potential concerns with capacity during 2022-2023 calendar years.	
Describe management process with subcontractors with respect to materials, labor and products to ensure consistency with what is identified in the design and specifications.	
Describe experience with quality control to ensure compliance with technical specifications and conformance with all federal, state, and local codes and/or regulations applicable to the project.	
Describe experience with project budget oversight and payment application.	
Description of service philosophy	
Detail of services that may be provided to Owner	
Project Experience:	
What office would be servicing OWNER	
List at least three (3) projects to include the company name, contact person(s), contact telephone number, contact email address, and length of relationship.	
List a minimum of three (3) references that are knowledgeable regarding your Firm/Company's recent performance on projects, including the company name, location where services were provided, contact person(s), contact telephone number, contact email address, and a complete description of services provided, including dates of services.	
What sets your organization apart from other construction service firms? Give examples.	
Qualifications:	
Does the Firm/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?	
Is your Firm/Company, its affiliates and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits you, your firm/company, its affiliates and/or subsidiaries from providing construction services to OWNER?	
Identify what procedures your Firm/Company utilizes to identify and resolve conflicts of interest.	
List of previous engagements with OWNER	
Provide a statement of the Firm/Company's financial responsibility and resources to undertake a contract of this magnitude.	
Is Firm/Company authorized and/or licensed to do business in Oklahoma?	
Provide copies of professional/business licenses	

EXHIBIT A
CMAR SERVICES QUALIFICATIONS STATEMENT

Has the Firm/Company or any of its principals been debarred or suspended from contracting with any public entity? If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.	
Has the Firm/Company ever had a bond or surety canceled or forfeited?	
Has the Firm/Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.	
Has the Firm/Company ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.	
Has the Firm/Company ever failed to complete any contract awarded? If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.	
Has any officer, principal or partner proposed for this assignment ever been an officer, principal or partner of some other organization that failed to complete a contract? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.	
Litigation Disclosure: <i>Failure to fully and truthfully provide the information requested may result in the disqualification of your Statement from consideration or termination of the contract, if awarded.</i>	
Have you or any member of your Firm/Company or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?	
Have you or any member of your Firm/Company or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for any Federal, State, or Local Government, or private entity?	
Have you or any member of your Firm/Company or Team to be assigned to this engagement been involved in any claim or litigation with any Federal, State, or Local Government, or private entity during the last ten (10) years?	

EXHIBIT A

CMAR SERVICES QUALIFICATIONS STATEMENT

Any and all costs associated with the preparation of any statement and/or submittal shall be borne by the Firm/Company. Firm/Company acknowledges that all information submitted would be retained by Owner and is subject to the Oklahoma Open Records Act. This Statement does not commit Owner to award an Interview opportunity, does not commit Owner to enter into a contract, or provide reimbursement of any costs associated with this overall selection process. Final award of any contract is subject to Owner approval.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name of Firm/Company

Printed or Typed Name of Principal

Title of Principal

Signature of Principal

Date

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: PRECONSTRUCTION	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
ARCHITECTURAL SELECTION						X
STRUCTURAL, MECHANICAL AND ELECTRICAL					X	
SPECIAL CONSULTANT SELECTION					1	2
SURVEYOR SELECTION					X	
SITE SELECTION RECOMMENDATIONS						X
REVIEW DESIGN CONCEPTS	2					1
DEVELOP BID PACKAGES/SUB-	X					
SITE USE RECOMMENDATIONS	2				1	
MATERIAL SELECTION	2				1	
BUILDINGS SYSTEMS RECOMMENDATIONS	2				1	
BUILDING EQUIPMENT RECOMMENDATIONS (MOVEABLE)	2				2	1
BUILDING EQUIPMENT RECOMMENDATIONS (FIXED)	2	2			1	
CONSTRUCTION FEASIBILITY	1				2	
PROJECT MASTER SCHEDULING	X					
BID PACKAGE RECOMMENDATIONS	X					
LIFE CYCLE COSTING ANALYSIS	2				1	
INFORMAL AND FORMAL VALUE ENGINEERING	2				1	1
ENERGY USE ANALYSIS AND	2				1	
PRELIMINARY TOTAL COST FEASIBILITY	X					
LABOR AVAILABILITY REVIEW	X					
MATERIAL EQUIPMENT AND CONTRACTOR	X					

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: PROJECT BUDGETING AND COST CONTROL	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
TOTAL PROJECT COST BUDGET						X
CONSTRUCTION COST BUDGET	X					
CONSTRUCTION COST BUDGET	X					
PRELIMINARY COST MODEL	X					
SCHEMATIC DESIGN PHASE ESTIMATES	X					
DESIGN DEVELOPMENT PHASE	X					
BID PACKAGE/SUBCONTRACT ESTIMATES	X					
CASH FLOW PROJECTIONS	X					
PHASE FUNDING MODELING	X					
MATERIAL SURVEYS	X					
TRADE CONTRACTOR ESTIMATES	X					
CHANGE ORDER ESTIMATES			X			
SET-UP COST ACCOUNTING			X			
SET-UP REPORTING METHODS			X			
SET-UP PAYMENT PROCEDURES			2			1
SET-UP CHANGE ORDER PROCEDURES			1		2	1
CONTINUAL PROJECT COST			1		2	1

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: SUB-CONTRACTING SELECTION AND PURCHASING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
SET PRE-QUALIFICATION CRITERIA	X					
RECOMMEND CONTRACTOR SELECTION METHODS	X					
RECOMMEND CONTRACTOR AWARD SELECTION METHODS	1					2
DEVELOP CONTRACTOR INTEREST	X					
PREPARE BIDDING SCHEDULES	X					
CONDUCT PRE-BID CONFERENCE AND ISSUE PLANS	X					
RECEIVE BIDS	X					
ANALYZE BIDS	X					
RECOMMEND AWARD	1				2	
VERIFY UNIT COSTS	X					
NEGOTIATE UNION RATES AND MANPOWER COSTS REQUIRED		X				
CONDUCT PRE-AWARD CONFERENCE			X			
PREPARE CONTRACTS	X					
SUPPLIER AND SUBCONTRACTOR	X					
ORIGINATE RFI'S AFTER SCREENING			X			
PREPARE CHANGE ORDERS			2		1	
VERIFY CORRECTNESS OF QUANTITIES AND PRICES OF			1		2	
COORDINATE OWNER-SUPPLIED FIXED EQUIPMENT			2		1	1

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONTRACT DOCUMENTS COORDINATION	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FEASIBILITY REVIEW AND	X					
CONSTRUCTIBILITY REVIEW AND RECOMMENDATIONS	X					
SUBCONTRACTOR WORK SCOPING	X					
RESPONSIBILITY FOR: SAFETY			X			
SAFETY PROGRAMS			X			
TEMPORARY FACILITIES			X			
COMMON USE EQUIPMENT			X			
COMMON USE SERVICES			X			
REVIEW FOR: JURISDICTIONAL OVERLAP	X					
INCLUSION OF ALL WORK	X					
PHASE CONSTRUCTION COORD.	X					
IDENTIFY LONG LEAD ITEMS	X					
OBTAIN AGENCY APPROVALS					2	1
ASSIST IN OBTAINING PERMITS (AS NEEDED)			X			

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: CONSTRUCTION PHASE STAFF	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
PROJECT MANAGER (AS REQUIRED)			X			
PROJECT SUPERINTENDENT (AS REQUIRED)			X			
ASSISTANT PROJECT SUPERINTENDENT			X			
MECHANICAL COORDINATOR (AS REQUIRED)			X			
ELECTRICAL COORDINATOR (AS REQUIRED)			X			
OFFICE ENGINEER (AS REQUIRED)			X			
ENGINEERING AND LAYOUT (AS				X		
FIELD ENGINEER-LINE AND GRADE (AS				X		
DRAWING CHECKER (AS REQUIRED)			X			
TIME KEEPER/CHECKER (AS REQUIRED)			X			
SCHEDULING ENGINEER (AS REQUIRED)			X			
PROJECT COORDINATOR			X			
COST ENGINEER (AS REQUIRED)			X			
CLERK-TYPIST (AS REQUIRED)			X			
RODMAN AND HELPERS (AS REQUIRED)				X		
SAFETY ENGINEER (AS REQUIRED)			X			

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TRAVEL AND LODGING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
STAFF TRAVEL COST		X				
STAFF TRANSPORTATION		X				
PROJECT STAFF MOVING EXPENSES		X				
PROJECT STAFF SUBSISTENCE COSTS			X			
PHASE: TEMPORARY FACILITIES						
SAFETY EQUIPMENT AND FIRST AID			X			
HANDRAILS AND TOE BOARDS			X			
OPENING PROTECTION			X			
FIRE EXTINGUISHERS			X			
WATCHMAN SERVICE				X		
OFFICE OR TRAILER RENTAL			X			
WATERBOY CUPS			X			
TEMPORARY STAIRS			X			
PROJECT SIGNS			X			
BULLETIN BOARDS			X			
CONSTRUCTION FENCING			X			
BARRICADES AND COVERED WALKWAYS (AS				X		
SAFETY NETS (AS REQUIRED)				X		
TEMPORARY TOILETS			X			

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE UTILITIES AND SERVICES	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
TEMPORARY TELEPHONE INSTALLATION AND EXPENSE			X			
TEMPORARY POWER SERVICE			X			
POWER SERVICE			X			
TEMPORARY WATER AND HEATING			X			
HEATING ENERGY CHARGES				X		
TEMPORARY WIRING				X		
LIGHT BULBS				X		
DAILY CLEAN-UP			1	2		
WEEKLY TRASH-REMOVAL			1	2		
FINAL CLEAN-UP			1	2		
DUMP PERMITS AND FEES				X		
DEBRIS HAULING/REMOVAL				X		
FLAGMAN/TRAFFIC CONTROL (AS REQUIRED)				X		
FUELS FOR INITIAL TANK FILLING				X		
TEMPORARY ROADS				X		
ROADWAY MAINTENANCE				X		
DUST CONTROLS				X		
TEMPORARY EROSION CONTROL				X		
TEMP. WATER /SEWER EXPENSE & WATER EXPENSES - SITE GRADING &				X		
TWO-WAY RADIO EQUIPMENT (AS REQUIRED)			X			
TRASH CHUTE AND HOPPERS (AS REQUIRED)				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: ON-SITE EQUIPMENT	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
AUTOMOBILE AND FUEL (AS REQUIRED)			X			
PICK-UP TRUCK AND FUEL (AS REQUIRED)			X			
FLATBED TRUCK AND FUEL (AS			X			
WATERTRUCK (AS REQUIRED)				X		
AIR COMPRESSOR AND FUEL (AS REQUIRED)				X		
DEWATERING EQUIPMENT AND FUEL (AS REQUIRED)				X		
TEMPORARY GENERATOR AND FUEL (AS REQUIRED)			X			
DEBRIS REMOVAL/HAULING EQUIPMENT (AS REQUIRED)				X		
SNOW REMOVAL (AS REQUIRED)				X		
TIRES AND MAINTENANCE COST (AS REQUIRED)			X			
FORKLIFT OPERATOR				X		
MATERIAL HOIST OPERATOR			X			
PERSONNEL OPERATOR			X			
FIXED CRANE OPERATOR				X		
TRAVEL CRANE OPERATOR				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: TEMPORARY HEATING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
REMOVE SNOW AND ICE (AS REQUIRED)				X		
TEMPORARY ENCLOSURES (AS				X		
PIPING COST IN BUILDING (AS			X			
FUEL COST FOR HEATING (AS				X		
POWER COST FOR HEATING (AS REQUIRED)			X			
FURNACE RENTAL (AS REQUIRED)			X			
HEATER RENTAL (AS REQUIRED)			X			
BOILER RENTAL (AS REQUIRED)			X			
OPERATOR-TEMPORARY SYSTEMS (AS REQUIRED)			X			
OPERATION FIRE WATCH (AS				X		
CLEANING COST (AS REQUIRED)				X		
MAINTENANCE COST (AS REQUIRED)				X		
EXTENDED WARRANTY COST (AS REQUIRED)				X		
FILTER CHANGE (AS REQUIRED)				X		
TEMPORARY OFFICE HEATING (AS REQUIRED)			X			
TEMP WEATHER PROTECTION & HEATING FOR SUBCONTRACTORS				X		

Responsibility:

x = Total

1 = Primary

2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: REPRODUCTION/PRINTING AND DATA PROCESSING	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
COST STUDY DOCUMENTS					X	
SYSTEMS STUDY DOCUMENTS					X	
BID PACKAGE SETS (SEE PARAGRAPH	X					
BIDDING INSTRUCTIONS	X					
CONSTRUCTION DOCUMENTS ORIGINAL					X	
POSTAGE AND EXPRESS COSTS (CM/GC ISSUES			X			
AS-BUILT SUB-DOCUMENTS	X					
AS-BUILT DOCUMENTS	2				1	
ACCOUNTING FORMS		X				
FIELD REPORTING FORMS			X			
SUBCONTRACT AGREEMENT FORMS	X					
SCHEDULE REPORT FORMS			X			
ESTIMATING FORMS	X					
COST REPORTING FORMS	X					
VALUE ANALYSIS STUDIES PRINTING	X					
DATA PROCESSING (MAIN OFFICE)		X				
REFERENCE MATERIALS			X			
SHOP DRAWING PRINTING				X		
ON-SITE FAX AND COPIER			X			
DATA PROCESSING (ON-SITE)			X			
MAINTENANCE MANUALS (FROM SUBS) AND OPERATIONS MANUALS (FROM				X		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: QUALITY CONTROL	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
FIELD INSPECTOR (AS REQUIRED)			X			
INSPECTORS' OFFICE (AS REQUIRED)			X			
INSPECTORS' TRANSPORTATION (AS			X			
INSPECTORS' EQUIPMENT (AS			X			
SPECIAL INSPECTIONCONSULTANTS						X
SPECIAL TESTING CONSULTANTS						X
CONCRETE SUBSTRUCTURE-					X	
CONCRETE TESTING						X
MASONRY TESTING						X
COMPACTION TESTING						X
WELDING TESTING						X
PIER INSPECTION/TESTING						X
SOILS INVESTIGATION					X	
SPECIAL TESTING SERVICES (EXCEPT AS						X
PROJECT PHOTOGRAPHS			X			
WARRANTY INSPECTIONS		1			2	
AIR AND WATERBALANCING				X		
OPERATOR ON-SITE TRAINING			X			
PREPARE OPERATION/MAINTENANCE			2	1		

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: OTHER COSTS	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
CONSTRUCTION EQUIPMENT				X		
CONSTRUCTION SERVICES LABOR				X		
CONSTRUCTION MATERIALS				X		
COST OF DESIGN AND ENGINEERING						X
PRELIMINARY SOILS INVESTIGATION					X	
TITLE/DEVELOPMENT COST						X
BUILDING OPERATION AFTER MOVE-IN						X
BUILDING MAINTENANCE AFTER MOVE-IN						X
MOVING COORDINATION						X
MOVING COSTS						X
COSTS OF EMERGENCY WORK				X		
CM GENERAL OVERHEAD COST		X				
CM PROFIT MARGIN		X				
GMP FINANCIAL RESPONSIBILITIES		X				
STATE REQUIRED INSPECTIONS						X

Responsibility: x = Total 1 = Primary 2 = Secondary

APPENDIX B
Designated Services and Method of Payment

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CMAR				REQUIRED OF ARCH	REQUIRED OF OWNER
PHASE: OFF-SITE SERVICES	PRE- CONST SVCS FEE	CONST SVCS FEE	GEN CONDS.	DIRECT COST OF WORK		
CORPORATE EXECUTIVES (AS	X	X				
PRINCIPAL IN CHARGE (AS REQUIRED)	X	X				
PROJECT EXECUTIVE (AS REQUIRED)	X	X				
LEGAL - BASIC SERVICES (AS REQUIRED)	X	X				
ACCOUNTING (AS REQUIRED)		X				
PURCHASING (AS REQUIRED)	X					
SAFETY OFFICER (AS REQUIRED)		X				
EEO OFFICER (AS REQUIRED)	X	X				
SECRETARIAL AND CLERK- TYPIST (AS REQUIRED)	X	X				
BENEFITS AND VACATIONS FOR ABOVE	X	X				

Responsibility:

x = Total

1 = Primary

2 = Secondary



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-569

Agenda Date: 11/9/2021

Agenda No: 9.

ITEM TITLE:

Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.

INITIATOR: Joseph Painter, Director of Engineering

STAFF INFORMATION SOURCE: Joseph Painter, Director of Engineering

BACKGROUND: The inspection of bridges is an ongoing program through the Oklahoma Department of Transportation (ODOT). City participation is necessary to ensure eligibility for Federal Funds for City Highway Projects. ODOT requires that the City select an engineer to perform these inspections from a pre-approved list based on a process outlined in a letter dated August 16, 2021. Based on the interviews conducted by the City on September 27, 2021 staff recommends using the firm of EST, Inc. as the inspection firm.

The consultant will contract with ODOT, and funding will be 100% Federal funds.

EXHIBIT: Letter from ODOT, Resolution No. 2021- ____

KEY ISSUES: ODOT requires a City Council Resolution before our engineering consultant can be officially selected.

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Adopt Resolution 2021-____ selecting the firm EST, Inc. to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program.



August 16, 2021

Dear City Official:

Re: Letter of Choice for City Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has prequalified consulting firms to perform Local Government bridge safety inspections based on qualifications mandated by the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2022 and extend to March 31, 2024. This will be a two-year contract. A list of the prequalified inspection firms is provided. Funding will be 100% Federal funds. To comply with the National Bridge Inspection Standards and avoid federal-aid sanctions, all the Local Governments are required to do one of the following by **November 19, 2021**:

- (1) Select one of the consulting firms on the attached "Qualified Consultant List". You will be required to evaluate the Consultant's Letter of Interest (LOI) and the Consultant's response packet to determine which firms to interview. Please refer to the following web site:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2021-2022/>

You must interview a minimum of three (3) firms and make your selection from the attached list of qualified inspection consultants. Phone interviews are acceptable, but we must have documentation from the interviews including who was on the committee, interview questions, and the ranking matrix that you had for the three (3) or more Consulting firms with their final composite scores. The interview committee must have three or more persons on it. Each member of the interview committee will need to sign a nondisclosure form (Please refer to the enclosures for a copy of this form).

- (2) You may elect to do bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified as mandated by the NBIS (National Bridge Inspection Standards - please refer to attached NBIS requirements) and as approved by ODOT Bridge Division. Payment will be based on actual rates and payroll additive for benefits, etc., and vehicle mileage rates.
- (3) Use the same firm that the County selects.
- (4) Let ODOT select for you.

*You are respectfully requested to make your choice before **November 19, 2021**, by Resolution stating your choice as noted above. In order to obtain the required contract signatures, our April time line is very tight. It is critical that we receive your resolution in a timely manner. If we do not hear from you by **November 19, 2021**, we will make the selection for you. **Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the following address: *e-mail is preferred*

Contract Administrator	Field Divisions	Contact/Email
Melanie Price Procurement Division Oklahoma Dept. of Transportation 200 NE 21st Street Oklahoma City, OK 73105-3204 Phone: (405) 209-5629 MPrice@odot.org	Dis 1: (918) 687-5407	Kevin Arnold kwarnold@odot.org
	Dis 2: (580) 298-3371	Shane Miller SHMILLER@odot.org
	Dis 3: (580) 332-1526	Matthew Blakeslee mblakeslee@odot.org
	Dis 4: (580) 336-7340	Steven Gauthé SGauthé@odot.org
	Dis 5: (580) 323-1431	Mike Clanton MClanton@odot.org
	Dis 6: (580) 735-2561	Wayne Roesner WRoesner@odot.org
	Dis 7: (580) 255-7586	Dustin Vaughan dvaughan@odot.org
	Dis 8: (918) 838-9933	Bruce Martin BMartin@odot.org

Once we receive your choice as noted above, the Department will contract with the consultant to do the bridge inspections. Please feel free to contact the Oklahoma Department of Transportation Field Division Office in your area or Shelly Williams SLWilliams@ODOT.ORG in Local Government Division at (405) 521-2553 or Walt Peters wpeters@odot.org or Wes Kellogg WKellogg@odot.org in the Bridge Division at (405) 521-2606 with any questions you may have. When contacting the Field Divisions, ask for the County Bridge Coordinator.

Yours sincerely,



Justin C. Hernandez, P.E.
Bridge Engineer

JH/wp

Enclosures

cc: Director
Chief Engineer
Director of Operations
Director of Engineering
County Bridge Coordinators
Prequalified Inspection Consultants

Field District Engineers
Procurement Division
Local Government Division
FHWA
ACCO

QUALIFIED Bridge Inspectors For CI-2337

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
Burgess & Niple, Inc.	Dale Poorman	(614) 459-2050	(614) 849-2278	dale.poorman@burgessniple.com
CEC Corporation	Aaron Finley	(405) 753-4620	(405) 651-0490	aaron.finley@connectcec.com
CONSOR Engineers, LLC	Dylan Lewis	Please use cell phone number	(405) 315-0963	dlewis@consoreng.com
EST, Inc.	Bernie Holder	(903) 732-6374	(903) 227-1536	bernieh@estinc.com
Garver	Jason Langhammer	(918) 250-5922	(918) 510-3421	JCLanghammer@GarverUSA.com
Guy Engineering	Aaron Peck	(918) 437-0282	(918) 808-6547	aaron@guyengr.com

Additional information pertaining to the consultants can be found at the following address:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2021-2022/>

CI-2337 OFF-SYSTEM BRIDGE INSPECTION SERVICES
INTERVIEW PROCESS FORM
CITY OF LAWTON

Date: Monday, September 27, 2021

Interviewer names: #1: Joseph Painter, P.E.

#2: Sneha Dongre

#3: Shivani Rani

Questions	EST, Inc.			CONSOR Engineers, LLC			Guy Engineering		
	Interviewer			Interviewer			Interviewer		
	#1	#2	#3	#1	#2	#3	#1	#2	#3
Q1	5.0	5.0	5.0	1.0	1.0	1.0	5.0	5.0	5.0
Q2	5.0	5.0	5.0	1.0	1.0	1.0	3.0	3.5	4.0
Q3	5.0	5.0	5.0	1.0	1.0	1.0	5.0	5.0	5.0
Q4	5.0	5.0	5.0	1.0	1.0	1.0	3.0	4.0	4.0
Q5	5.0	5.0	5.0	1.0	1.0	1.0	3.0	4.0	4.5
Q6	5.0	5.0	5.0	1.0	1.0	1.0	3.5	3.0	3.0
Q7	5.0	5.0	5.0	1.0	1.0	1.0	4.0	4.0	5.0
Q8	5.0	5.0	5.0	1.0	1.0	1.0	5.0	5.0	4.5

Sub Total	40.0	40.0	40.0	8.0	8.0	8.0	31.5	33.5	35.0
Total Points	120.0			24.0			100.0		

Rating system used: Based on the skills-

1: No evidence of competence

2: Marginal

3: Adequate

4: Good

5: Excellent

Comments: No presentation from CONSOR Engineers, LLC

CI-2337, OFF-SYSTEM BRIDGE INSPECTION SERVICES

Example Interview Questions

1. What experience does your firm have inspecting different types of bridges in your area.
2. What ability and resources does your firm have to perform this type of work?
3. What documents will your firm provide upon completion of the inspections?
4. What quality assurance does your firm have to provide consistent accurate results?
5. How accessible is your firm to get in touch with?
6. What is your firms current work load?
7. How will your firm react to critical findings?
8. Why should we pick your Consultant Firm above the others?

Interviewers Name: _____

National Bridge Inspection Standards (NBIS) Requirements:

Program Manager: Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may hire a consulting engineer under similar terms covered in choice (2) above for the Program Manager. Program Managers must participate in the Department's QC/QA training.

Inspection Team: The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor's degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate's degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience. The Team Leader must participate in the Department's QC/QA training.

The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

EXAMPLE RESOLUTION for CI-2337

CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2022 to March 31, 2024

WHEREAS, the City of _____ has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of _____ has the following options:

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as _____ County.
- (4) Let ODOT make your selection.

Therefore, BE IT RESOLVED, by the City of _____ that it is their desire to select option #____ and choose

Name _____
Address _____

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2021

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
City Clerk

Cities Qualifying for a Bridge Inspection Contract

	CITY_NAME	County	District	Number Bridges	Total Inspections	Bridges Requiring Load Ratings	Population	Snooper Required
1	Ada	Pontotoc	3	9	9	0	17,239	No
2	Altus	Jackson	5	10	10	2	18,162	No
3	Ardmore	Carter	7	19	21	1	24,769	No
4	Atoka	Atoka	2	7	8	1	3,033	No
5	Bartlesville	Osage & Washington	8	27	29	17	36,605	No
6	Bixby	Tulsa	8	7	7	4	20,884	No
7	Blanchard	McClain	3	8	9	4	7,670	No
8	Broken Arrow	Tulsa & Wagoner	1 & 8	84	85	53	111,648	No
9	Chandler	Lincoln	3	7	8	1	3,080	No
10	Chickasha	Grady	7	27	27	7	16,372	No
11	Choctaw	Oklahoma	4	23	25	7	12,768	No
12	Claremore	Rogers	8	10	10	5	18,927	No
13	Collinsville	TULSA	8	7	7	1	7,540	No
14	Coweta	Wagoner	1	6	6	0	10,206	No
15	Del City	Oklahoma	4	23	27	12	21,638	No
16	Duncan	Stephens	7	33	36	26	22,259	No
17	Durant	Bryan	2	14	15	0	19,157	No
18	Edmond	Oklahoma	4	59	65	4	95,346	No
19	El Reno	Canadian	4	32	33	7	20,596	No
20	Elk City	Beckham	5	18	18	7	11,354	No
21	Enid	Garfield	4	74	75	20	49,542	No
22	Fairview	Major	6	9	10	4	2,579	No
23	Ft. Gibson	Muskogee	1	5	6	2	3,933	No
24	Grove	Delaware	8	5	5	0	7,184	No
25	Guthrie	Logan	4	10	10	2	11,800	No
26	Harrah	Oklahoma	4	8	9	2	6,627	No
27	Henryetta	Okmulgee	1	12	13	4	5,503	No
28	Jenks	Tulsa	8	13	13	11	24,257	No
29	Lawton	Comanche	7	92	93	2	93,164	No
30	Lone Grove	Carter	7	7	7	2	5,190	No
31	McAlester	Pittsburg	2	35	35	9	17,788	No
32	Miami	Ottawa	8	7	7	1	12,947	No
33	Midwest City	Oklahoma	4	24	31	3	57,591	No
34	Moore	Cleveland	3	27	27	1	63,102	No
35	Muskogee	Muskogee	1	21	23	3	36,831	No
36	Newcastle	McClain	3	7	7	4	11,347	No
37	Norman	Cleveland	3	75	79	3	125,762	No
38	Oklahoma City	Canadian, Clev, Okla	3 & 4	599	612	210	793,492	Yes
39	Okmulgee	Okmulgee	1	10	10	6	11,615	No
40	Owasso	Tulsa & Rogers	8	22	22	9	37,241	No
41	Piedmont	Canadian	4	12	12	4	5,720	No
42	Ponca City	Kay	4	17	17	0	25,387	No
43	Poteau	LeFlore	2	11	11	0	8,520	No
44	Sand Springs	Tulsa & Osage	8	7	8	2	20,017	No
45	Sapulpa	Creek	8	12	12	1	21,349	Yes
46	Seminole	Seminole	3	5	5	3	7,035	No
47	Shawnee	Pottawatomie	3	38	41	15	31,555	No
48	Stillwater	Payne	4	30	31	2	50,306	No
49	Tahlequah	Cherokee	1	24	24	7	16,998	No
50	The Village	Oklahoma	4	6	6	5	9,639	No
51	Tulsa	Osage, Tulsa, Wagoner	1 & 8	307	314	184	403,166	Yes
52	Tuttle	Grady	7	14	15	13	7,634	No
53	Weatherford	Custer	5	5	5	3	11,901	No
54	Yukon	Canadian	4	16	17	7	28,793	No



Nondisclosure Statement for Evaluation Team

Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

EC Number: 2337 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

List of Consultants for Evaluation

- | | |
|-------------------------------------|--|
| 1. <u>Burgess & Niple, Inc.</u> | 2. <u>CEC Corporation</u> |
| 3. <u>Conzor Engineers, LLC</u> | 4. <u>EST, Inc.</u> |
| 5. <u>Garver, LLC</u> | 6. <u>Guy Engineering Services, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.


Evaluator Signature

Joseph Painter, P.E.
Printed Name

Date

Director of Engineering
Printed Title



Nondisclosure Statement for Evaluation Team

Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

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| 5. <u>Garver, LLC</u> | 6. <u>Guy Engineering Services, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

Evaluator Signature

Sneha Dongre

Printed Name

10-11-2021
Date

Associate Civil Engineer

Printed Title



Nondisclosure Statement for Evaluation Team

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|-------------------------------------|--|
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| 3. <u>Consort Engineers, LLC</u> | 4. <u>EST, Inc.</u> |
| 5. <u>Garver, LLC</u> | 6. <u>Guy Engineering Services, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.


Evaluator Signature

Shivani Rani
Printed Name

10/11/2021
Date

Civil Engineer
Printed Title

RESOLUTION NO. 2021-__

A RESOLUTION WHEREBY THE CITY COUNCIL OF LAWTON, OKLAHOMA AUTHORIZES THE SELECTION OF A PROFESSIONAL ENGINEERING FIRM TO CONDUCT THE BI-ANNUAL BRIDGE INSPECTIONS FOR THE CITY OF LAWTON AS REQUIRED BY THE NATIONAL BRIDGE INSPECTION STANDARDS (NBIS) PROGRAM.

WHEREAS, it is desirable for the City of Lawton to participate in the National Bridge Inspection Standards (NBIS) Program; and

WHEREAS, funding for the inspections will be 100% Federal funds (20% Federal funds designated to State Government and 80% Federal funds designated to Local Governments); and

WHEREAS, the City of Lawton requires the services of a professional engineer to perform the required inspections,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, Oklahoma, that;

The Council of the City of Lawton hereby selects the firm of **EST, Inc.**, of Oklahoma City, OK, an ODOT pre-qualified engineering firm, as the professional engineering firm to conduct the CI-2337 bridge inspections services for the City of Lawton as required by the National Bridge Inspection Standards (NBIS) Program for the period of April 1, 2022 to March 31, 2024. PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this __th day of _____, 2021.

Stanley Booker, MAYOR

ATTEST:

Traci Hushbeck, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2021

John Ratliff, CITY ATTORNEY



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-590

Agenda Date: 11/9/2021

Agenda No: 10.

ITEM TITLE:

Consider approving Project EN2107 On-call Citywide Sidewalk Contract to select a contractor to construct sidewalk around the city and authorizing staff to advertise for bids.

INITIATOR: Director of Engineering, Joseph Painter

STAFF INFORMATION SOURCE: Director of Engineering, Joseph Painter

BACKGROUND: Project EN2107 On-call Citywide Sidewalk Contract is a requirements (as-needed) contract for Sidewalk installation, repair and replacement. A work order will be issued to the contractor for a scope of work defined in the work order. The unit prices will be the method used to pay for the work in each work order issued. Total anticipated contract period will be for two years with a total amount not to exceed \$2,000,000. The initial phase of the project contract will be for one year or \$1,000,000, whichever comes first, at which point the Contractor's performance will be evaluated and, if deemed satisfactory, the contract may then be renewed for the additional one-year period upon agreement of both parties.

EXHIBIT: Project EN2107 On-call Citywide Sidewalk Contract

KEY ISSUES: None

FUNDING SOURCE: LETA, 2019 CIP

STAFF RECOMMENDED COUNCIL ACTION: Approve Project EN2107 On-call Citywide Sidewalk Contract to select a contractor to construct sidewalk around the city and authorizing staff to advertise for bids.

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR

**ON-CALL CITYWIDE SIDEWALK CONTRACT
PROJECT EN2107**



CITY OF LAWTON

COMANCHE COUNTY, OKLAHOMA

SET NO.:

DATE: November 10, 2021

PREPARED BY:

CEC

4555 W. Memorial Rd.

Oklahoma City, OK 73142

CA Number: 32 – CA Renewal Date: 06/30/2022

In Coordination with:

City of Lawton

Engineering Division

212 SW 9th Street

Lawton, OK 73501

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

FOR

ON-CALL CITYWIDE SIDEWALK CONTRACT
PROJECT EN2107

for

CITY OF LAWTON
COMANCHE COUNTY, OKLAHOMA

Prepared by:

Approved: November 9, 2021

CEC
4555 W. Memorial Rd.
Oklahoma City, OK 73142
(405) 753-4200
CA Number: 32 – CA Renewal Date: 06/30/2022

In Coordination with:

City of Lawton
Engineering Division
212 SW 9th Street
Lawton, OK 73501
(580) 581-3385

Stan Booker, Mayor

Michael Cleghorn, City Manager

Jeremy Stahle, P.E.
Engineer of Record
CEC

Joseph Painter, P.E.
City Engineer

Notice to Bidders

Public Construction Contract

Date of Notice:
November 10, 2021

Date Documents Available:
November 10, 2021

SUBMISSION LOCATION & TIME: BY 2:00 P.M. Wednesday, December 8, 2021

City Clerk, City Hall 212 SW 9th Street Lawton, OK 73501 Phone: 580.581.3305

Bid Opening: Date: Wednesday, December 8, 2021 Time: 2:00 p.m.

Location: 212 SW 9th Street, Lawton OK 3rd Floor Conference Room, City Hall

Project Title: ON-CALL CITYWIDE SIDEWALK CONTRACT PROJECT EN2107

Bid Instructions: Bids timely filed with the City Clerk shall be publicly opened and read aloud at the time and location specified as bids above. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well received after the time set for opening of bids, will not be considered and will be returned unopened. Within sixty (60) days from the bid opening date, the successful bidder shall execute a written contract embodying all provisions of the bidding documents.

For Technical Information, contact: Jeremy Stahle, Engineer of Record
Phone Number: 918.663.9401

A Current Bid Holders List can be obtained by logging onto www.lawtonok.gov, City Clerk, Bid Items,

Description of Work: The work is a requirements (as-needed) contract for Sidewalk installation, repair and replacement. A work order will be issued to the contractor for a scope of work defined in the work order. The unit prices will be the method used to pay for the work in each work order issued. Total anticipated contract period will be for two years with a total amount not to exceed \$2,000,000. The initial phase of the project contract will be for one year or \$1,000,000, whichever comes first, at which point the Contractor's performance will be evaluated and, if deemed satisfactory, the contract may then be renewed for the additional one-year period upon agreement of both parties.

Estimated Cost of Project (Not to Exceed):

\$2,000,000

Time for Project Completion:

As defined in the contract for the type of work order issued.

***Wage Rates:**

NO

Plans, Specs & Bidding Document Available at:
(Documents will be available in digital format through email)

8:00 a.m. to 5:00 p.m. Monday through Friday

CEC Corporation
4617 East 91st St. S.
Tulsa, OK 74137
Phone: 918.663.9401

Deposit for Plans & Specs:
N/A – digital format (email)

Pre-bid Conference

Location: 212 SW 9th Street
Lawton, OK
(3rd Floor Conference Room, City Hall)

Time: 10:00 a.m.

Date: Wednesday, December 1, 2021

Attendance Mandatory?
YES

Bid Bond: A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders. Deposits will be returned to successful bidder upon execution of contract documents.

Prime contractors must provide adequate previous similar project experience, and verifiable references, that exhibits the prime's ability to self-perform and execute this project within the contract requirements as set forth in the plans and specifications. The City of Lawton reserves the right to reject any and all bids based on prior project experience or lack thereof.

*Bids shall also be made in accordance with the prevailing hourly rate of wages for this locality and project as determined by the Commission of Labor and filed with the Secretary of State in accordance with the provisions of 40 O.S. 1971, 197.1-17, which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein.

THE CITY COUNCIL OF THE CITY OF LAWTON RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
CITY OF LAWTON, OKLAHOMA By: Traci Hushbeck, City Clerk

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR CONSTRUCTION OF

ON-CALL CITYWIDE SIDEWALK CONTRACT
PROJECT EN2107

CITY OF LAWTON
COMANCHE COUNTY, OKLAHOMA

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Appendix A – Example Work Order Plans

SOLICITATION FOR BIDS

NOTICE is hereby given that the CITY OF LAWTON, OKLAHOMA, will receive sealed bids at the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501, until 2:00 o'clock P.M., Local Time, on the **8th** day of **December, 2021**, for the construction of

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

1. Bid Requirements.

- a. Bids shall be made in accordance and fully comply with

Solicitation for Bids
Requirements for Bidders
Bidder's Proposal
Plans and Specifications

and other bidding documents on file and available for examination at the Office of the City Clerk in City Hall. These documents are made a part of this notice as though fully set forth herein.

- b. Bids may require compliance with the prevailing hourly rate of wages for this locality and project as determined by the Commission of Labor and filed with the Secretary of State, a copy of which is on file with the City Clerk, in accordance with the provisions of 40 Oklahoma Statute 1991, 196.1-196.14, which prevailing hourly rate of wages is made a part of this solicitation by reference as though fully set forth herein.
- c. A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Such deposits will be returned to the unsuccessful bidders.

2. Filing of Bids.

- a. Bids received more than ninety-six (96) hours before the time set for opening of bids, (excluding Saturdays, Sundays, and holidays), and bids received after the time set for opening of bids will not be considered and will be returned unopened.
- b. Bids timely filed with the City Clerk shall be publicly opened and read aloud in the 3rd Floor Conference Room at City Hall immediately after the closing time above stated. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Within sixty (60) days from the bid date, the owner may award a contract to the successful bidder or reject any or all bids for the project.

3. Obtaining Documents.

Complete sets of the Plans, Specifications and all other bidding documents may be obtained from CEC Corporation, in digital format through email. Call 918.663.9401 or email Jeremy.Stahle@connectcec.com

4. A **MANDATORY Pre-Bid Conference** will be held at **212 SW 9th Street, 3rd Floor Conference Room, City Hall**, Lawton, Oklahoma at **10:00 a.m.**, Local Time, on **December 1, 2021**.
5. The City Council of the City of Lawton reserves the right to reject any or all bids.

For the CITY OF LAWTON, OKLAHOMA

BY: Traci Hushbeck, City Clerk

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Lawton (herein called the "Owner") invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the City Clerk until 2:00 o'clock, P.M., Local Time on **December 8, 2021**, and then at 2:00 will be publicly opened and read aloud at the 3rd Floor Conference Room, City Hall, at 212 SW 9th Street, Lawton, Oklahoma. The envelopes containing the bids must be sealed, addressed to the City Clerk, 212 SW 9th Street, Lawton, Oklahoma, 73501, and designated as bid for the

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms. All blanks and spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

Bids and affidavits must be filed in sealed envelopes within the time limit for receiving proposals, as stated in the SOLICITATION FOR BIDS. Bid envelopes shall legibly bear the word "PROPOSAL" with the name of the Project. If forwarded by mail, the sealed envelope containing the bid **must** be enclosed in another envelope addressed as specified in the bid form. The original copy shall be filed with the CITY OF LAWTON in the CITY CLERK's office in the LAWTON CITY HALL. All blank spaces in the proposal forms shall be correctly filled-in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinctly legible.

3. Method of Bidding

The Owner invites the following bid(s): **UNIT PRICE**

4. Bid Surety

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Proposals will not be considered unless the original filed with the City is accompanied by the described Bid Surety made payable to the City of Lawton. The proposal guaranty is required as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract and furnish the required bonds.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

5. Electronic Modification

Any bidder may modify his bid by electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such electronic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. The electronic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the electronic modification.

6. Qualification/Disqualification of Bidders

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out contract requirements and complete the work contemplated therein. Conditional bids will not be accepted.

Bidders will be disqualified and their proposals not considered for any of the following specific reasons (These reasons are not all inclusive):

- a. Where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names; and where such proposals are not identical in every respect
- b. Reason for believing that collusion exists among the bidders
- c. Reasonable grounds for believing that the bidder holds interest in more than one proposal for the work contemplated or materials to be furnished
- d. Incomplete work that, in the judgment of the City, will hinder or prevent the prompt commencement or completion of this project
- e. Prime contractors must provide adequate previous similar project experience, and verifiable references, that exhibits the prime's ability to self-perform and execute this project within the contract requirements as set forth in the plans and specifications. The City of Lawton reserves the right to reject any and all bids based on prior project experience or lack thereof.

7. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must submit with each bond a certified and effectively dated copy of their power of attorney.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member of the firm must be given with the proposal signed by a duly authorized member of the firm or partnership. If the proposal is made by a company or corporation, the state in which the company or corporation is chartered and business address must be given; and the proposal must be signed by a duly authorized official or agent. Powers of Attorney, authorizing agents, or others to sign proposals must be properly certified and on file with the City Clerk.

8. Time of Completion and Liquidated Damages

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Work Order Notice to Proceed" of the Owner, and to fully complete the work order project (including restoration) within the consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. The Contractor further agrees to pay as liquidated damages in the sum of **Two Thousand Dollars and 00/100 (\$2,000.00) for each consecutive calendar day** thereafter as provided in the Contract and General Conditions.

All future Work Order projects shall have a determined consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. Liquidated damages shall be consistent with the stipulations stated above.

9. Rejection of Proposals

The City reserves the right to reject any or all proposals submitted, all of which are subject to this reservation. Proposals shall be rejected for any of the following specified reasons (These reasons are not all inclusive):

- a. Proposals received after the time limit stated in the solicitation
- b. Proposal prices obviously unbalanced
- c. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any irregularities of substance

10. Notice of Award

The Owner will make every reasonable attempt to award the contract within ten (10) days of the bid opening date, but reserves the right to examine all the bids in their entirety and to take whatever time may be required, in the best interest of the Owner, to accomplish a complete and fair bid analysis.

11. Method of Award - Lowest Responsible Bidder

Award of contract will be made by the City Council, upon recommendation of the Engineer/Project Manager, to the lowest responsible bidder(s) submitting a responsive bid and meeting the requirements of the City. The Owner may reject all bids or may award the contract to multiple bidders.

12. Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of said contract without liability against the City.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the initial work order project site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall not relieve any bidder from any obligation in respect of his bid.

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor must employ methods or means that will not cause any interruption of or interference with the work of any other contractor.

All bidders, by submittal of a proposal, represent that they have examined the site prior to submittal and are fully informed regarding facilities and conditions affecting work, costs, risks, and obligations to be met, regardless of any omissions of the specifications.

Any neglect or failure on the part of the bidder to obtain reliable information regarding the conditions to be encountered shall not relieve the successful bidder from any risks or liabilities or from the responsibility for the completion and acceptance of the project.

14. Pre-Bid Conference

A **MANDATORY Pre-Bid Conference** will be held at **212 SW 9th Street, 3rd Floor Conference Room, City Hall**, Lawton, Oklahoma at **10:00 a.m.**, Local Time, on **December 1, 2021**.

15. Addenda and Interpretations

No interpretation of the means of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Each written request for such interpretation should be addressed to the Project Manager at 212 SW 9th Street, Lawton, Oklahoma, 73501. To be given consideration, each such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all plan holders (at the respective addresses furnished for such purposes) for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so listed shall become part of the contract documents.

16. Security for Faithful Performance

The Contractor shall deliver the executed contract and identify the Surety Company it will utilize during work performed pursuant to the contract that requires surety bonds. All required surety bonds shall be submitted prior to start of work for each Work Order issued under the contract. For Work Orders in excess of \$50,000, the Contractor shall furnish and file with the City, in the amounts herein required, the surety bonds listed below. The Surety on such bonds shall be a duly authorized surety company satisfactory to the Owner. Compensation for required Bonds shall be paid at unit price bid in Bid Schedule.

- a. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of any Work Order issued in excess of \$50,000 shall be required. Said Performance bond shall guarantee the full and faithful execution of the work consistent with the Contract requirements for the protection of the City and any affected property owners and likewise guarantee against the improper execution of the work to be performed or the use of inferior materials.

- b. Statutory Bond. A good and sufficient Statutory Bond in an amount equal to one hundred percent (100%) of the approximate total amount of any Work Order issued in excess of \$50,000 shall be required. Said Statutory bond shall guarantee payment for all labor, materials, and equipment used in the construction of the project or work to be performed.
- c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total amount of any Work Order issued in excess of \$50,000 shall be required. Said Maintenance Bond shall guarantee the maintenance of the project or work performed for a period of two (2) years from and after the time of its completion and acceptance by the City.

No surety will be accepted who is in default or delinquent on any bond or who holds interest in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and shall conform to the requirements as set forth herein. Each Bond shall be executed by the Contractor and the Surety.

Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect; and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the City. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The Contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the City.

17. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

18. Sales Tax Exemption

Pursuant to Oklahoma Statutes, Title 68, 1356(10), Contractors and Subcontractors shall be exempted from the tax levied on the sale of tangible personal property or services necessary for the completion of this construction contract. Any Contractor or Subcontractor making purchases for this contract on behalf of the City of Lawton shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are made for and on behalf of the City of Lawton.

Contractors and Subcontractors shall request a written Sales Tax Exemption by contacting the Field Utilities Maintenance and Construction Department, City of Lawton, 212 SW 9th Street, Lawton, Oklahoma, 73501, Ph. (580) 581-3405, who will issue such exemption on an individual project basis. It shall be the Contractor's and Subcontractor's responsibility to

secure the Sales Tax Exemption and failure to do so will not lessen their liability for payment of the sales tax.

Two Tax Commission interpretations of the Oklahoma statutes Title 68, 1356(I0) are listed below to avoid contention among the City of Lawton, its contractors, and the Tax Commission:

"Exemptions apply to materials permanently incorporated into the project, but not to concrete forms nor to other tools."

"The same reasoning precludes exceptions being applied to rental items."

The Contractor shall certify that purchases are made for or are on behalf of the City of Lawton. Persons who make wrongful or erroneous certification(s) shall be guilty of a misdemeanor and shall be punished as provided in the statutes.

19. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standard provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain as required by OSHA standards, all required articles necessary for giving first aid to the injured.

20. Access to Site

Access to the site is illustrated on the location map. It shall be the Contractor's responsibility to determine restrictions, if any, as to loads, bridge and road clearances, channel depths, and private property limitations that may influence access to the site.

21. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Time for Completion and Liquidated Damages
- b. Wage rates and Insurance Requirements
- c. Inspection and Testing of Materials
- d. Stated allowances

22. Payments to Contractor

The Owner will make progress payments to the Contractor no more than once per month upon request of the Contractor. Pay requests take approximately 3-4 weeks to process.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Engineer/Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain 5% of the amount of each estimate until the work order is complete.

CONTRACTOR'S CHECKLIST OF REQUIRED ITEMS

	Completed*
1. Bid Proposal	_____
2. Bid Bond	_____
3. Anti-Collusion Affidavit	_____
4. Business Relationships Affidavit	_____
5. Experience and Capability Questionnaire	_____

*Check when filled out, signed, and included with submission of bid packet.

BID PROPOSAL

Date: December 8, 2021

The Honorable Mayor and City Council
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

RE: Proposal of _____ (hereinafter called "Bidder") a corporation/partnership/individual (strike out inapplicable term) organized and existing under the laws of the State of _____.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

having examined the Plans and Specifications with related documents and the initial Work Order project site of the proposed work, and being familiar with all of the conditions surrounding construction of the proposed project (including availability of material and labor), hereby proposes to furnish all labor, materials, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal will be made a part.

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Work Order Notice to Proceed" of the Owner, and to fully complete the work order project (including restoration) within the consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. The Contractor further agrees to pay as liquidated damages in the sum of **Two Thousand Dollars and 00/100 (\$2,000.00) for each consecutive calendar day** thereafter as provided in the Contract and General Conditions.

All future Work Order projects shall have a determined consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. Liquidated damages shall be consistent with the stipulations stated above.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all of the construction work described in the Specifications and as shown on the Initial Work Order Plans and ALL Future Work Orders for the following **UNIT PRICES**:

BID SCHEDULE
ON-CALL CITYWIDE SIDEWALK CONTRACT
PROJECT EN2107

Bid Proposal Form							
PAY QUANTITIES							
ITEM NO.	SPEC. NO.		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	201(A)	0102	CLEARING AND GRUBBING	AC	5		
2	202(A)	0183	UNCLASSIFIED EXCAVATION	CY	500		
3	202(E)	0186	SELECT BORROW	CY	100		
4	221(C)	2801	TEMPORARY SILT FENCE	LF	2,500		
5	221(D)	2803	TEMPORARY SEDIMENT FILTER	EA	20		
6	230(A)	2806	SOLID SLAB SODDING	SY	5,000		
7	240(A)	2827	REMOVING TREES 6" TO 12" IN DIAMETER	EA	5		
8	240(A)	2829	REMOVING TREES 13" TO 18" IN DIAMETER	EA	5		
9	240(A)	2830	REMOVING TREES 19" TO 24" IN DIAMETER	EA	5		
10	240(A)	2831	REMOVING TREES 25" & MORE IN DIAMETER	EA	5		
11	303(A)	2100	AGGREGATE BASE TYPE A	CY	250		
12	310(B)	0149	SUBGRADE, METHOD B	SY	250		
13	325	5271	SEPARATOR FABRIC	SY	300		
14	411(B)	5945	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	100		
15	411(C)	5955	SUPERPAVE, TYPE S4(PG 70-28 OK)	TON	100		
16	411(C)	5960	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	100		
17	412	5267	COLD MILLING PAVEMENT	SY	200		
18	414(A)	0210	P.C. CONCRETE PAVEMENT(PLACEMENT)	SY	100		
19	414(B)	5725	DOWEL JOINTED P.C. CONCRETE PAVEMENT(PLACEMENT)	SY	100		
20	414(G)	5275	HIGH EARLY STRENGTH P.C. CONCRETE FOR PAVEMENT	CY	50		
21	504(F)	6006	HANDRAILING	LF	100		
22	509(C)	0322	CLASS A CONCRETE, SMALL STRUCTURES	CY	10		
23	509(D)	0325	CLASS C CONCRETE	CY	10		
24	511(A)	0332	REINFORCING STEEL	LB	200		
25	609(A)	0300	CONCRETE CURB (6" BARRIER-INTEGRAL)	LF	100		
26	609(B)	1513	1'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	100		
27	609(B)	1525	2'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	100		
28	609(C)	4810	CONCRETE HEADER CURB (8"X18")	LF	300		
29	610(A)	0602	4" CONCRETE SIDEWALK	SY	3,500		
30	610(A)	0605	6" CONCRETE SIDEWALK	SY	250		
31	610(A)	0650	4" DECORATIVE CONCRETE SIDEWALK	SY	100		
32	610(B)	0399	6" P.C. CONCRETE DRIVEWAY (H.E.S.)	SY	2,000		
33	610(I)	4610	TACTILE WARNING DEVICE-NEW	SF	500		

34	611(A)	2657	MANHOLE (4' DIAMETER)	EA	1		
35	611(B)	2680	ADD'L.DEPTH IN MANHOLE (4' DIAMETER)	VF	1		
36	611(G)	5112	INLET CI DES. 2 (STD)	EA	1		
37	611(G)	5113	INLET CI DES. 2 (B)	EA	1		
38	611(G)	5115	INLET CI DES. 2 (D)	EA	1		
39	611(G)	6000	INLET (SMD-TYPE 1)	EA	1		
40	611(H)	5325	ADD'L DEPTH IN INLET CI DES. 2	VF	5		
41	612(A)	0641	MANHOLES ADJUST TO GRADE	EA	5		
42	612(D)	0646	INLET REBUILT	EA	5		
43	612(E)	0647	VALVE BOXES ADJUST TO GRADE	EA	20		
44	612(F)	0648	METER BOXES ADJUST TO GRADE	EA	20		
45	612(G)	0650	FIRE HYDRANT RESET	EA	2		
46	612(I)	0652	WATER METER RESET	EA	2		
47	613(A)	0403	15" R.C.PIPES CLASS III, COMPLETE IN PLACE	LF	20		
48	613(A)	0491	18" R.C.PIPES CLASS III, COMPLETE IN PLACE	LF	20		
49	613(A)	0492	24" R.C.PIPES CLASS III, COMPLETE IN PLACE	LF	20		
50	613(A)	0493	30" R.C.PIPES CLASS III, COMPLETE IN PLACE	LF	20		
51	613(A)	0494	36" R.C.PIPES CLASS III, COMPLETE IN PLACE	LF	20		
52	613(E)	5605	(SP) 15" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	20		
53	613(E)	5610	(SP) 18" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	20		
54	613(E)	5620	(SP) 24" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	20		
55	613(E)	5630	(SP) 30" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	20		
56	613(E)	5640	(SP) 36" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	20		
57	613(L)	5724	15" PREFAB. CULVERT END SECTION, ROUND	EA	1		
58	613(L)	5726	18" PREFAB. CULVERT END SECTION, ROUND	EA	1		
59	613(L)	5730	24" PREFAB. CULVERT END SECTION, ROUND	EA	1		
60	613(L)	5732	30" PREFAB. CULVERT END SECTION, ROUND	EA	1		
61	613(L)	5734	36" PREFAB. CULVERT END SECTION, ROUND	EA	1		
62	619(B)	4726	REMOVAL OF CURB & GUTTER	LF	100		
63	619(B)	4727	REMOVAL OF CONCRETE PAVEMENT	SY	65		
64	619(B)	4728	REMOVAL OF ASPHALT PAVEMENT	SY	65		
65	619(B)	4741	REMOVAL OF DRAINAGE INLETS	EA	1		
66	619(B)	4766	REMOVAL OF CONCRETE DRIVEWAY	SY	2,000		
67	619(B)	4778	REMOVAL OF EXISTING STRUCTURES	EA	5		
68	619(B)	4792	REMOVAL OF SIDEWALK	SY	500		
69	619(B)	5918	REMOVAL OF EXISTING PIPE	LF	100		
70	619(C)	0924	SAWING PAVEMENT	LF	300		

71	641	1552	MOBILIZATION	LSUM	1		
72	642(B)	0096	CONSTRUCTION STAKING LEVEL II	LSUM	1		
73	802(B)	8340	2" PVC SCH.40 PLASTIC CONDUIT BORED	LF	350		
74	802(B)	8342	2" PVC SCH.40 PLASTIC CONDUIT TRENCHED	LF	200		
75	803(A)	8070	PULL BOX(SIZE I)	EA	5		
76	803(A)	8066	PULL BOX(SIZE II)	EA	2		
77	803(A)	8064	PULL BOX(SIZE III)	EA	2		
78	804(A)	2915	STRUCTURAL CONCRETE	CY	7		
79	804(B)	2916	REINFORCING STEEL	LF	700		
80	805(A)	8726	(PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LSUM	1		
81	805(B)	8728	(PL)RESET OF PULL BOX	EA	2		
82	805(D)	8756	(PL)REMOVE & RESET EXISTING SIGNS	EA	9		
83	806(B)	8890	6' MTG.HT.TS PED.POLE(G.STL.)	EA	6		
84	806(B)	8896	10' MTG.HT.TS PED.POLE(G.STL.)	EA	10		
85	830	8000	PEDESTRIAN PUSH BUTTON	EA	30		
86	831	8295	1WAY2SEC.ADJ.PED.SIG.HD.S-20	EA	30		
87	834(A)	8207	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	600		
88	834(A)	8208	7/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	600		
89	834(A)	8209	9/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	600		
90	834(A)	8210	12/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	300		
91	834(A)	8211	15/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	300		
92	834(A)	8212	18/C TRAFFIC SIGNAL ELECTRICAL CABLE	LF	300		
93	834(B)	8220	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE	LF	200		
94	856(A)	8555	TRAFFIC STRIPE (MULTI-POLY.)(24" WIDE)	LF	2,300		
95	880(B)	8818	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	3,000		
96	880(B)	8821	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF	SD	3,000		
97	880(B)	8824	CONSTRUCTION SIGNS 16.00 SF TO 32.99 SF	SD	6,000		
98	880(C)	8842	CONSTRUCTION BARRICADES(TYPE III)	SD	6,000		
99	880(E)	8860	WARNING LIGHTS(TYPE A)	SD	12,000		
100	880(E)	8872	WARNING LIGHTS(TYPE C)	SD	12,000		
101	880(F)	8878	DRUMS	SD	8,000		
TOTAL AMOUNT BASE BID: \$							
TOTAL AMOUNT BASE BID IN WORDS:							DOLLARS

NOTE: All items are required to be bid. Quantities listed are for evaluation purposes only, payment will be based on actual quantities issued in the work order and completed per specifications.

Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.

The above unit prices shall include all costs for labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver all bonds as required by the General Conditions. The bid security attached in the sum of

_____ DOLLARS (\$_____) is to become the property of the Owner in the event the Contract and Bonds are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED,

By: _____

Title: _____

Address: _____

(AFFIX SEAL-if bid is by a corporation)

BID BOND

(replaces HUD Form 4328-E [2/66, formerly CFA-238-F])

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and

(full name and address)

_____ as Surety is hereby

(full name and address)

held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

_____ DOLLARS

(\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF LAWTON a certain bid, attached hereto and whereby made a part hereof to enter into a contract in writing, for the construction of

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

NOW, THEREFORE,

- a. If said bid shall be rejected, or in the alternate,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation (bid bond) shall be void. Otherwise, the same shall remain in force and effect. It is expressly understood and agreed that the liability for the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, stipulates and agrees that the obligations for said Surety and its bond shall in no way be impaired or affected by an extension of time within which the Owner may accept such Bid. Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed this _____ day of _____, 2021

Principal

Surety

(Name of Contractor)

By:

By:

(Name and Title)

(Attorney in Fact)

(AFFIX SEAL)

ATTEST:

(Name and Title) (AFFIX SEAL)

ANTICOLLUSION AFFIDAVIT

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA }

COMANCHE COUNTY }

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says that:

- he has lawful authority to execute the within and foregoing proposal;
- he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder;
- bidder has not, directly or indirectly, entered into an agreement; expressed or implied, with any bidder(s) having as its object controlling of the price or amount of such bid(s), the limiting of the bids or the bidders, the parceling or farming out to any bidder(s) or other persons of any part of the contract or any part of the subject matter of the bid(s) or of the profits thereof; and
- he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid(s) until after the said sealed bid(s) are opened.

Deponent further states that:

- the bidder has not been a party to any collusion among bidders or prospective bidders in any restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding;
- the bidder has not been a party to any collusion with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract;
- the bidder has not been in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
- the bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the CITY OF LAWTON any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

SIGNED: _____
(Name of Bidder)

BY: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public

My Commission Expires: _____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA }

COMANCHE COUNTY }

_____, of lawful age, being first duly sworn, on oath says that he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signed: _____

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires:

EXPERIENCE AND CAPABILITY QUESTIONNAIRE

_____, 2021

The Honorable Mayor and City Council
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Gentlemen:

Re: **ON-CALL CITYWIDE SIDEWALK CONTRACT**
PROJECT EN2107

The following information is submitted to verify the prime contractor's previous similar project experience, and verifiable references, that exhibits the prime's ability to self-perform and execute this project within the contract requirements as set forth in the plans and specifications. The City of Lawton reserves the right to reject any and all bids based on prior project experience or lack thereof.

1. How many years of experience as a general contractor have you had in construction similar to the project upon which the attached proposal is submitted?

2. If you have constructed similar projects, list at least three contracts, giving name and location of each project, amount and date of contract, and the owner or agency for whom the work was performed (list only prime contracts).

3. What is the largest project you have ever undertaken as the Prime Contractor? Give location, amount, and date of contract, type of construction, etc.

4. Have you ever failed to complete a contract or been involved in litigation regarding the acceptance of final settlement for work performed? _____. If the answer is "Yes", explain fully.

5. If you are the successful bidder on this project, do you propose to sublet or assign the project or any part thereof to some other contractor?

6. Is your organization an established business, with construction equipment and personnel ready to start work on this project if you are the successful bidder?
7. List all the projects that you have under contract this date, upon which final acceptance has not been made, giving the following information:

CONTRACT NO. 1

Name of Project _____
Owner _____ Location _____
Amount of Contract _____ Date of Contract _____
Time Allowed for Construction _____
Percent of Time Elapsed _____
Percent of Work Actually Accomplished _____
Has there been any litigation? _____
If answer to above question is "Yes", explain fully:

CONTRACT NO. 2

Name of Project _____
Owner _____ Location _____
Amount of Contract _____ Date of Contract _____
Time Allowed for Construction _____
Percent of Time Elapsed _____
Percent of Work Actually Accomplished _____
Has there been any litigation? _____
If answer to above question is "Yes", explain fully:

CONTRACT NO. 3

Name of Project _____
Owner _____ Location _____
Amount of Contract _____ Date of Contract _____
Time Allowed for Construction _____
Percent of Time Elapsed _____
Percent of Work Actually Accomplished _____
Has there been any litigation? _____
If answer to above question is "Yes", explain fully:

CONTRACT NO. 4

Name of Project _____

Owner _____ Location _____

Amount of Contract _____ Date of Contract _____

Time Allowed for Construction _____

Percent of Time Elapsed _____

Percent of Work Actually Accomplished _____

Has there been any litigation? _____

If answer to above question is "Yes", explain fully:

(Attach additional sheets if required)

8. We submit the following list of major construction equipment now owned by us and available for the work that may be awarded, which is in operating condition and good state of repair.

<u>No.</u>	<u>Item</u>	<u>Type</u>	<u>Size or Capacity</u>	<u>Present Value</u>
------------	-------------	-------------	-------------------------	----------------------

Firm Name

Agent Signature

Title

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

_____, of legal age, being first duly sworn, upon his oath deposes and says that he executed the above questionnaire on behalf of the Bidder therein named; and that he had lawful authority to do so, and that the information contained therein is true and correct to the best of his knowledge and belief; that he has truthfully answered the questions set forth, and that he has not knowing withheld any information which might affect his status as bidder.

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public

My Commission Expires: _____

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2021, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and _____, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above-named Contractor to be the best responsive bidder on the above-described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor in the annual estimated amount of One Million Dollars (\$1,000,000) at the contract unit prices bid and as specified in the Contractor's proposal, and subject to renewal by mutual agreement for up to one (1) additional one-year term with annual estimated amount of One Million Dollars (\$1,000,000).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. This contract is a requirements contract and shall be utilized by the City for a one (1) year period on an as needed basis during the contract period, and subject to renewal by mutual agreement for up to one (1) additional one-year term
2. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the Director of Engineering, City Hall, Lawton, OK, 73501, and hereby

incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

3. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Engineer/Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY or its Authority, it shall be the duty of the Engineer/Project Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Work Order Notice to Proceed" of the Owner. The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Work Order Notice to Proceed" of the Owner, and to fully complete the work order project (including restoration) within the consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. The Contractor further agrees to pay as liquidated damages in the sum of **Two Thousand Dollars and 00/100 (\$2,000.00) for each consecutive calendar day** thereafter as provided in the Contract and General Conditions.

All future Work Order projects shall have a determined consecutive calendar days mutually agreed upon between the Contractor and the City prior to issuing Work Order. Liquidated damages shall be consistent with the stipulations stated above.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

4. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.
 - b. The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth the provisions of this section.
 - c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.
5. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.
6. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.
7. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.
8. Assignment. This Contract shall not be assigned without the written consent of the CITY.
9. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

10. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.
11. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.
12. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this _____ day of _____, 2021, personally appeared _____, a member of the partnership/proprietorship _____ 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/she) executed the same as _____ (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.

Notary Public

My Commission Expires _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stan Booker, MAYOR

ATTEST:

Traci Hushbeck, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2019.

John Ratliff, CITY ATTORNEY

I, Gwen Spencer, Interim Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$_____) against the appropriated Account _____,

and after charging this encumbrance in the amount of \$_____, there is an unencumbered balance in said appropriated account of \$_____.

Dated this _____ day of _____, 2021

Gwen Spencer, Interim Finance Director

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in a sum equal to the contract price of **One Million (\$1,000,000)**, in lawful money of the United States of America, which is the cumulative annual price of all potential Work Orders issued to the Contractor under this Contract plus any renewals thereof for additional annual estimated amounts, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2021, for

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. Otherwise said obligation shall be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

Dated this _____ day of _____, 2021

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____ My commission expires: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in a sum equal to the contract price of **One Million Dollars (\$1,000,000)**, in lawful money of the United States of America, which is the cumulative annual price of all potential Work Orders issued to the Contractor under this Contract plus any renewals thereof for additional annual estimated amounts, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2021, for

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

the erection and construction of work and improvement, in exact accordance with each Work Order, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract or Work Order, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract or Work Order within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract or Work Order and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the year and day first above written.

Dated this _____ day of _____, 2021.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in a sum equal to the contract price of **One Million Dollars (\$1,000,000)**, in lawful money of the United States of America, which is the cumulative annual price of all potential Work Orders issued to the Contractor under this Contract plus any renewals thereof for additional annual estimated amounts, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the _____ day of _____, 2021 for

ON-CALL CITYWIDE SIDEWALK CONTRACT **PROJECT EN2107**

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the **project (for each assigned Work Order)** by the CITY OF LAWTON.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said Work Order occurring within a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation as to that Work Order shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this _____ day of _____, 2021.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2021

Notary: _____ My commission expires: _____

General Conditions Contents

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CITY OF LAWTON or AUTHORITY

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications, and Addenda, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreements with, the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor or any Subcontractor.
- d. "Engineer": The term Engineer shall apply to the City Engineer, Project Manager or his duly designated representative, to include consultants hired by the Owner to provide advice, assistance or direction concerning the contract.
- e. "Owner": The term Owner shall apply to the City of Lawton or Authority, A Municipal Corporation, also referred to as the "CITY."

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detailed drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer/Project Manager will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required; such drawings, if any, to be furnished by the Engineer/Project Manager in accordance with said scheduled; and (b) a

schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer/Project Manager an electronic copy of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer/Project Manager and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer/Project Manager with the corrected electronic copies. If requested by the Engineer/Project Manager, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer/Project Manager, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer/Project Manager in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- b. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract, or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

- b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer/Project Manager, of equal substance and function. The proposed substitution shall not be purchased or installed by the contractor without the Engineer/Project Manager's written approval.

9. Patents

- a. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- b. License or Royalty Fees. License and/or royalty fees for the use of a process that is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- c. If the Contractor uses any design, device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

- a. Unless otherwise expressly provided for in the Specifications, the Contractor shall be responsible for all surveying and construction staking for the project and the Owner

shall furnish to the Contractor all survey control points necessary as indicated in project drawings.

- b. The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.
- c. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

- a. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.
- b. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer/Project Manager and the Owner.

12. Weather Conditions

In the event of suspension of work, or during inclement weather, or whenever the Engineer/Project Manager shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer/Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property- (Emergency)

- a. The Contractor shall at all times safely guard the Owner's property from damage in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.
- b. In case of emergency which threatens loss or injury of property, and/or safety of life the Contractor will be allowed to act, without previous instructions from the

Engineer/Project Manager, in a diligent manner. He shall notify the Engineer/Project Manager immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer/Project Manager for approval.

- c. Where the Contractor has not taken action but has notified the Engineer/Project Manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer/Project Manager.
- d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 22 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

16. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal; and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in such order.

18. Time for Completion and Liquidated Damages

- a. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the

contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

- b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor hereby agrees, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, **not as a penalty but as liquidated damages for such breach of contract** as hereinafter set forth, for each and every consecutive calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- d. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain; and said amount is agreed to be the amount of the damages which the Owner would sustain and shall be retained from time to time by the Owner from current periodical estimates.
- e. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where, under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.
- f. The Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.
- g. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:
 - (1) To any preference, priority, or allocation order duly issued by the Owner;
 - (2) To unforeseeable cause beyond the control and without the fault or the negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather occurring prior to the original completion

date. Except that in the case of severe weather the original completion date as set out in the contract shall be adjusted for severe weather occurring prior to the date originally specified in the contract as the date on which all work pursuant the terms of the contract is to be completed. The revised date, adjusted as described, will be known as the adjusted completion date. There shall be no further adjustment or adjustments to the adjusted completion date, for any reason, once the adjusted completion date has been determined. All conditions of the contract must be satisfied by the Contractor on or before the original completion date or adjusted completion date, which ever is applicable. If all contract requirements have not been met by the original completion date or adjusted completion date, if applicable, liquidated damages, regardless of weather conditions, shall apply for all subsequent days until the actual completion of the contract terms by the contractor.

- (3) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) of this article;
- h. Provided, that the Contractor shall, within ten (10) days from the beginning of delay as set forth in (g) above, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

19. Correction of Work

All work, materials, (whether incorporated in the work or not), all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer/Project Manager who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer/Project Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, payment to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer/Project Manager shall be equitable.

20. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer/Project Manager of such conditions before they are disturbed. The Engineer/Project Manager will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he

may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 22 of the General Conditions.

21. Claims for Extra Cost

No claim for extra costs or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer/Project Manager approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 22(b) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

22. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. The actual cost of:
 - (1) Labor, including foreman,
 - (2) Materials entering permanently into the work,
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
 - (4) Power and consumable supplies for the operation of power equipment,
 - (5) Insurance,
 - (6) Social Security and old age and unemployment contributions.

To the cost under b., there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

23. Right of Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor; and the Surety shall have the right to take over and perform the contract. If the Surety does not commence performance thereof

within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract at the expense of the Contractor. The Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner as estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- a. At the request of the Contractor and no more than once per month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract. To ensure the proper performance of this contract, the City shall retain 5% of the amount of each estimate. On completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- b. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.
- d. The Owner reserves the right to withhold certain amounts and make application thereof. Specifically, the Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of

machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract. In no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay,

- a. for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered,
- b. for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which said materials, tools, equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and
- c. to each of his subcontractors, not later than the 5th day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner,

nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. **Worker's Compensation Insurance.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Oklahoma for all of his employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance as follows:

Comprehensive General Liability and Bodily Injury:

Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Single Limit	<u>\$1,000,000.00</u> per occurrence combined limit

Comprehensive Automobile:

Liability, Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Limit	<u>\$1,000,000.00</u> per occurrence combined limit

- c. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall either,
 - (1) require each of his subcontractors to procure, and to maintain during the life of his subcontract, Subcontractor's Public Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or
 - (2) ensure the activities of his subcontractors in his own policy, specified in subparagraph (b) hereof.
- d. **Scope of Insurance and Special Hazards.** The insurance required under subparagraphs b. and c. hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

- e. Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the Owner, the Contractor (at the Owner's option) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear. This provision shall not release the Contractor from his obligation to complete, according to the plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- f. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certification will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a Statutory Bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance Bond and the Statutory Bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall become dissatisfied with any surety or sureties, then upon the Performance or Statutory Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be

subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer/Project Manager immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, is performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions or persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Engineer/Project Manager's Authority

- a. The Engineer/Project Manager shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer/Project Manager's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer/Project Manager shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such questions.
- b. The Engineer/Project Manager shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer/Project Manager. Any work performed on areas which have been identified as obscure or in dispute but for which a determination has not been made by the Engineer/Project Manager, shall be at the sole risk of the Contractor.

36. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. to take every precaution against injuries to persons or damage to property;
- b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. to frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

- f. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer/Project Manager, not to cut or otherwise alter the work of any other Contractor.

37. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

38. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

39. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

40. Conflicts, Measurements and Discrepancies

- a. Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to Engineer/Project Manager any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer/Project Manager before proceeding with any work affected thereby; however, the Contractor shall not be liable to the Owner or Engineer/Project Manager for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

- b. Any work performed which is governed by conflicting details, dimensions, or specifications and is performed without clarification by the Engineer/Project Manager shall be at the sole risk of the Contractor.
- c. No extra charge or compensation in excess of actual quantities required will be allowed because of differences between actual dimensions and the dimensions shown on the drawings.

41. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

42. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

43. Protection of Lives and Health

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and health regulations described in Chapter XIII, Bureau of Labor Standards, Department of Labor, Safety and Health Regulations for Construction, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

44. Subcontracts

The Contractor will insert in any subcontracts, any Federal Labor Standards Provisions which may be contained herein and such other clauses as the Owner and the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

45. Equal Employment Opportunity

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, disability, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship). The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, disability, age or national origin.
- c. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be terminated or suspended in whole or in part and the Contractor may be declared ineligible for further CITY contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

46. Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part hereof. No officer, employee, architect, attorney, Engineer/Project Manager or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

47. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- a. Secures written consent of the Contractor except in the event, in the opinion of the Engineer/Project Manager, the Contractor is chargeable with unwarranted delay in final clean-up of punch list items or other contract requirements, and
- b. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- c. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

48. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Special Provisions.

49. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

50. Labor Provisions

a. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate of any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Owner for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

b. Underpayment of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Owner in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Owner may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Owner, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf prescribed in the applicable wage determination.

c. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Owner with the first payroll filed by the Contractor subsequent to receipt of the findings.

d. Overtime Compensation Required by Contract Works Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332).

- (1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- (2) Violation/Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1).
- (3) Withholding for Liquidated Damages. The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided the clause set forth in paragraph (2).
- (4) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (1), (2), and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Employment of Apprentices/Trainees

- (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (2) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rates determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the areas of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
- (2) Trainees. Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

f. Employment of Certain Persons Prohibited

No person under the age of sixteen or no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

g. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.

h. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified comfortably to the wage determination by the Owner, and a report of the action taken shall be submitted by the Owner, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Owner shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

i. Fringe Benefits Not Expressed as Hourly Wages Rates

The Owner shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the Owner, shall be referred,

through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

j. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

k. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contractor to his employer.

l. Claims and Disputes Pertaining to Wages

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contractor shall be promptly reported by the Contractor in writing to the Owner for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

m. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

n. Payrolls and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payroll on forms satisfactory to and in accordance with instructions to be furnished by the Owner. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. Such payroll and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic includes the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Owner, and the United States Department of Labor. Such representative shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

o. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these, Federal Labor Standards Provisions are applicable.

p. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with any Labor Standards Provisions, included herein and also a clause requiring the subcontractors

to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

q. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Owner's prior written approval of the subcontractor. The Owner will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

(1) Breach of Foregoing Federal Labor Standards Provisions

In addition to the clauses for termination of this Contract as herein elsewhere set forth, the Owner reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

r. Employment Practices

The Contractor shall, to the greatest extent practicable, follow hiring and employment practices for work on the project that will provide new job opportunities for the unemployed and underemployed. This clause shall be inserted in each construction subcontract.

s. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions may be grounds for termination of the Contractor, and for debarment as provided in 29 CFR 5.6.

51. Sales Tax Exemption

Pursuant to Oklahoma Statutes, Title 68, 1356(10), Contractors and Subcontractors shall be exempted from the tax levied on the sale of tangible personal property or services necessary for the completion of this construction contract. Any Contractor or Subcontractor making purchases for this contract on behalf of the City of Lawton shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor, that the purchases are made for and on behalf of the City of Lawton.

Contractors and Subcontractors shall request a written Sales Tax Exemption by contacting the Field Utilities Maintenance and Construction Department, City of Lawton, at

212 S.W. 9th Street, Lawton, Oklahoma, 73501 (580-581-3405) who will issue such exemption on an individual project basis. It shall be the Contractor's and Subcontractor's responsibility to secure the Sales Tax Exemption and failure to do so will not lessen their liability for payment of the sales tax.

Until the City of Lawton accepts the improvements, purchases for carrying out the contract for construction of this project shall be exempt from sales taxes as provided in the cited statute. Two Tax Commission interpretations of the Oklahoma statutes Title 68 Sec 1356(I0) are listed below to avoid contention among the City of Lawton, its contractors, and the Tax Commission.

"Exemptions apply to materials incorporated into the project, but not to concrete forms nor to other tools"

"The same reasoning precludes exemptions being applied to rental items"

The Contractor shall certify that purchases are made for or are on behalf of the City of Lawton. Persons who make wrongful or erroneous certifications) shall be guilty of a misdemeanor and shall be punished as provided in the statutes.

52. Special Equal Opportunity Provisions

a. Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts under \$10,000)

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

b. Contracts Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000)

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor shall send to each labor union or representatives of works with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, of September

24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- c. "Section 3 Compliance in the Provision of Training, Employment and Business Opportunities."

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

- (1) The Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u.), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.
- (2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".
- (3) Contractor shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

Section 3 Clause as Set Forth in CFR 135.20(b)

- i. The work to be performed under this contract is 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 lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- ii. 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 orders 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 or other disability that would prevent them from complying with these requirements.
- iii. The Contractor will send to each labor organization or representative of workers with whom he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' 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.
- iv. 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 Development, 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.
- v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135.20, and all applicable rules and regulations 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, binding upon the applicant or recipient for such assistance. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors, and assigns to these 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.

53. Certification of Compliance with Air and Water Acts

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq.,

the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 14, as amended.

In addition to the foregoing instruments, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

- a. A stipulation by the contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility, utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through (4) of this section in every non exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

54. Employment of Handicapped Persons

Where possible, employment of handicapped persons is encouraged.

55. Employment of Female Persons

Where possible, employment of female persons is encouraged.

56. Employment of Veterans

The contractor agrees to provide certification that special consideration with existing applicable collective bargaining agreements and practices, shall be given to the employment on the project of qualified disabled veterans as defined in 38 USC 2011(1), and to qualified Vietnam-era veterans, as defined in 38 USC 2011(2)(A).

57. The contract will be for a one (1) year period with an option to renew for additional one (1) year period upon agreement of both parties.

WORK ORDER

TO: _____

From: City of Lawton

Re: **ON-CALL CITYWIDE SIDEWALK CONTRACT**
PROJECT EN2107

Work Order Number: _____

Work Order Location: _____

Date: _____

You are hereby notified that all contract documents have been entered and accepted in relation to the contract entered into on the ____ day of _____, ____, by and between the City of Lawton or Authority and _____ that work may now be commenced in accordance with said contract.

Authorized by:

Effective Date: _____

**AFFIDAVIT FOR PAYMENTS FOR \$25,000 OR MORE
CITY OF LAWTON, OKLAHOMA**

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

(Architect)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

Note: Copy of this Affidavit must be attached to any invoice submitted by an Architect, Contractor, Engineer or Supplier of material for \$25,000 or more.

PAYMENT CERTIFICATE

TO: City of Lawton or Authority

Re: **ON-CALL CITYWIDE SIDEWALK CONTRACT**
PROJECT EN2107

Work Order Number: _____

I, _____ of
Name of Authorized Agent and Designation

_____ do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above-mentioned project have been fully paid and settled.

Authorized Representative

Name of Company

STATE OF OKLAHOMA }
COUNTY OF COMANCHE}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, _____, personally appeared _____, (name) to me known to be the identical person who signed the name of _____, corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its _____, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

CONTRACTOR'S RELEASE TO CITY or AUTHORITY

TO: City of Lawton

Re: **ON-CALL CITYWIDE SIDEWALK CONTRACT**
PROJECT EN2107

This is to certify that _____, by acceptance of this final payment, hereby releases the owner, City of Lawton, from all claims and all liabilities to the City of Lawton or Authority for all things done or furnished in connection with work on this project and further releases said City of Lawton from liabilities arising from any act of the owner or his agent arising in connection with this project. This release in no way operates to release the contractor or his Surety from any obligations under this contract or the bond tendered pursuant thereto.

Name of Corporation

Authorized Agent

STATE OF OKLAHOMA }
COUNTY OF COMANCHE}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, _____, personally appeared _____, (name) to me known to be the identical person who signed the name of _____, (business/proprietorship/authorized agent name), an Oklahoma corporation/proprietorship, to the within and foregoing instrument as its _____ (president/owner), and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/ Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

SUBCONTRACTOR'S

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien, and right to claim a lien for labor, services, or materials furnished to _____ (contractor) **ON-CALL CITYWIDE SIDEWALK CONTRACT – PROJECT EN2107** for the City of Lawton or Authority, Comanche County, Oklahoma (Owner).

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless _____ (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: _____

Subcontractor/Supplier

By: _____ (Print Name)

_____ (Signature) _____ (Title)

State of _____ County of _____

Subscribed and sworn to before me on this _____ day of _____, _____

Notary Public

My commissions expire: _____

My commission number: _____

SPECIAL PROVISIONS

1. TESTING:

- A. Cost of material testing will be paid by the City, except when tested materials do not meet specifications. Then the cost of such test shall be paid by the Contractor.
- B. The cost of material testing that did not previously meet specifications, but upon re-testing, does meet specifications will be paid by the City.
- C. The cost for obtaining and providing molds and casting of the concrete test cylinders shall be paid for by the Contractor.

2. STAKING FOR CONSTRUCTION:

- A. The Contractor will be responsible for layout of the work and will make no changes or relocations without prior written approval of the Engineer/Project Manager. The Contractor shall provide construction grades as required on the plans.
- B. From the base lines and bench marks indicated on the plans or as provided by the Owner, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer/Project Manager may require to meet changed conditions or as a result of necessary modifications to the contract work.

3. BLASTING/BURNING

Blasting or burning will not be permitted on this project.

4. SUB-SURFACE CONDITIONS:

The Contractor shall be responsible for familiarizing himself with surface and sub-surface conditions. The base bid, as shown in the proposal, shall include cost for excavation of rock and backfill with suitable compacted material, dewatering, stabilizing or removal/replacement of unsuitable soils such as quicksand or other unsuitable materials, or any hazard that may be encountered.

5. PLANS AND SPECIFICATIONS FURNISHED:

The Engineer/Project Manager will furnish the Contractor with PDFs of the plans and specifications at no cost to the Contractor.

6. RIGHTS-OF-WAY:

The necessary right-of-way for the project will be provided by the Owner. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on plans, and shall use due care in placing construction tools, equipment, excavated materials, and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment and materials shall be subject to the approval of the Engineer/Project Manager.

7. PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

- A. The Contractor shall not enter any private property outside the designated right-of-way for material delivery or occupy for any other purpose with men, tools, equipment, construction materials or with materials excavated, without written permission from the Owner and Tenant. If it is necessary or desirable that the Contractor use land outside of the right-of-way, the Contractor shall obtain consent from and shall execute a written agreement with the landowner and tenant.
- B. The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by construction work performed by him. All pavement, surfacing, curbs, driveways, and walks affected by construction operations, shall be restored to their original condition as determined and approved by the Engineer/Project Manager. All replacement shall be made with new materials. Property owners will be notified by the City, prior to construction, that it will be the owner's responsibility to remove or relocate fences, trees, shrubs, or other property which they intend to keep. If the items are not removed at the time of construction and are in the way of construction, the Contractor shall remove the items and they shall be stored at the site.
- C. The Contractor shall take special care not to damage trees not directly interfering with construction, and shall not remove any trees unless authorized by the Engineer/Project Manager. Trees which are to be removed or trees which die because of construction shall be removed by the Contractor and the price shall be included in other pay items.
- D. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials or men to or from the work or any part of site thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements, with the Owner of, or the Agency or Authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

8. UNDERGROUND INSTALLATIONS AND ORDER OF WORK:

- A. The Contractor shall be responsible for verifying location of utilities (i.e. power poles, gas lines, T.V. lines, buried cables, etc.) public and private ***even if not noted on the plans***, by calling 1-800-522-OKIE (1-800-522-6543).
- B. Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the plans only to the extent such information has been made available to or discovered by the Engineer/Project Manager in preparing the plans. This is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy or completeness thereof is expressly disclaimed. Generally, service connections are not indicated on the plans.
- C. The Contractor shall be solely responsible for locating all existing water and sewer line installations, including service connections in advance of excavating or trenching, by contacting the owners and/or residents. The Contractor shall use his own information and shall not rely upon any information shown on plans concerning existing installations.
- D. Any delay, additional work or extra cost to the Contractor caused by existing sewer and waterline installations shall not constitute a claim for extra work, additional payment or damages.

9. PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS:

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in performance of the contract, the Contractor shall first give ample notice to the Engineer/Project Manager, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street line mark without first giving the Engineer/Project Manager ample notice, the Engineer/Project Manager may, at his option, deduct the cost of reestablishing such monuments or marks from any monies due or to become due the Contractor.

10. SANITARY PROVISIONS:

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private; and such regulations as are required by the Engineer/Project Manager shall be put into effect

immediately by the Contractor. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as may be approved by the Engineer/Project Manager, and their use shall be strictly enforced by the Contractor. All City, State, and Federal sanitary laws and regulations shall be strictly complied with.

11. POWER:

All power for lighting, operation of Contractor's plant or equipment, or other use by the Contractor, shall be provided by the Contractor at his sole cost and expense.

12. HAZARDS CAUSED BY CONSTRUCTION:

- A. The Contractor shall be held entirely responsible for any and all hazardous conditions whatsoever created or aggravated by the prosecution of the work, and shall exercise every care and take all necessary and prudent precautions and safety measures to prevent injuries or damages to any person or persons or property. The Owner and its officers, agents, or employees will not be responsible for the Contractor's failure to provide the required, necessary, and adequate precautions and provisions to protect persons and property; it shall be entirely the responsibility of the Contractor to ensure that all such precautions have been taken.
- B. It is the Contractor's responsibility to see that work is carried out in a safe manner. The Contractor and his Surety shall indemnify and save harmless the Owner and all its officers, agents, or employees from all suits, actions, or claims of any character, name, and description brought forth on account of any injuries of any character or damages received by any person, persons, or property, by or in consequence or on account of any act or omission, neglect, or use of improper, insufficient, or unsafe methods, materials or equipment in the prosecution of the work.

13. PAY ITEMS - INCIDENTAL CONSTRUCTION:

The Contractor shall be paid only for those items which are listed in the proposal or which are added to the job through a change order. All construction or removal considerations which are not listed as a separate item shall be considered as incidental construction. Cost for these items shall be considered in the most appropriate item listed in the pay quantities.

14. SPECIFICATIONS INCORPORATED BY REFERENCE:

Where other specifications are cited (such as Standard Specifications for Highway Construction; Oklahoma State Department of Transportation, AASHTO, etc.) then the latest edition of these specifications shall be deemed fully incorporated by reference.

15. SALVAGED MATERIALS:

Determination of materials to be salvaged shall be made by the Engineer/Project Manager. The Contractor shall carefully remove all salvageable materials. They shall be delivered to the City of Lawton's Public Works Yard. All non-salvageable material shall become the property of the Contractor and shall be properly disposed of by the Contractor. This activity is not a pay item, and work herein is to be included in price bid for other items of work. Upon request from the Contractor, waste material from the project may be hauled to the City of Lawton Landfill by the Contractor. The landfill tipping fees will be waived by the City.

16. OMISSIONS:

- A. In the event that the specifications inadvertently omit some of the usual customary work, auxiliary equipment, or material required for satisfactory installation and operation of all equipment, the Contractor shall provide these items as specified by the Engineer/Project Manager at his own expense. The Contractor is assumed to be experienced and qualified in this type of work, and is to furnish materials suitable for the contract.
- B. In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the Standard Current Specification or Requirements of the AWWA, ASTM, ASME, ASEE, NBFU, OSDH, or NEC shall apply. Should the above specifications not apply, then the work done, equipment or material furnished shall be as specified by the Engineer/Project Manager.

17. MATERIALS AND EQUIPMENT SPECIFIED BY TRADE NAME/MANUFACTURER:

Where any equipment or material is referred to or specified by trade name, produced by one manufacturer only, it shall be construed as including any other equipment or material meeting the "Or Equal" clause of the General conditions for this project.

18. PERMITS:

- A. The City is required to comply with all applicable building codes for its construction activities. General Clauses 7, 10, and 35, and Special Provisions 14 and 16 transfer this requirement to the Contractor.

The Contractor will apply for a building permit with the License & Permit Division. The fees for the permit and inspections are waived; such costs will be borne by the City.

In order to verify compliance with the building codes, the License & Permit Division Official will inspect various activities. The results of these code-compliance inspections are subject to approval by the Construction Inspector for

contract compliance since the building inspectors are not familiar with specific contract requirements.

In all cases, the most stringent requirements apply. Questions as to specific requirements for the contract should be directed to the Construction Inspector who will resolve conflicts with the building inspectors. The building inspectors are not authorized to relieve the Contractor from the requirements of the contract.

The Contractor should contact the License & Permit Division directly to schedule the appropriate inspections. The Contractor will inform the Construction Inspector of which code-compliance inspections have been requested.

- B. Permits for placing fill or waste materials at any location within the City limits are required by current City Code. The contractor shall secure such a permit prior to placing any fill or waste within the City limits. Contact the License & Permit Division, City Hall, 212 SW 9th Street for appropriate application forms.

19. WATER USAGE:

The Contractor shall pay for all domestic water (construction office use, etc.) required during the construction project. The Contractor shall pay for all costs including meter deposit and all construction costs required for the installation thereof. Application for water service shall be made to the Revenue Services Division, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The Contractor shall not pay for water necessary for the construction project such as for grassing, filling and testing of water mains and other construction related uses as approved by the Engineer/Project Manager. The Contractor shall pay a deposit (\$1,600.00) for a construction meter (fire hydrant type) for water needed for other than domestic usage. This deposit and meter pick-up shall be arranged through the Revenue Services Division, City Hall, 212 SW 9th Street, Lawton, Oklahoma. The meter shall be returned upon completion of the project and a deposit refund made.

20. INDEPENDENT CONTRACTOR STATUS

The Contractor shall accomplish the work according to the terms of this contract as an independent contractor. The contractor agrees to conduct himself in a manner consistent with such status and further agrees that the Contractor, its officials, agents and employees will neither hold themselves out as, or claim to be, an official, agent or employee of the City of Lawton by reason of this agreement.

General Construction Notes

Pay items listed in the bid schedule are the only pay items for the project. Any other items necessary for a complete project, but not shown in the bid schedule shall be considered an incidental item and its cost to be included in other items.

The contractor shall verify all utility locations prior to bidding project. All utility locations shown are approximate, except as noted.

Any contractor-caused damage to utility and/or service lines, shown or not shown on the plans, shall be repaired or replaced at no cost to the City of Lawton and shall be accomplished by the contractor, subcontractor or licensed plumber as approved by the Engineer/Project Manager.

The contractor shall be responsible for notifying all utility companies prior to commencing work in the project area. Likewise, the contractor is responsible for coordinating his work and that of the involved utilities in the project area.

The contractor shall be responsible for furnishing all labor, material; equipment and incidental items needed to provide adequate construction signing, barricades, traffic control devices and other related items for the project area, during the construction period. This work is to be considered an incidental item and the cost of this item is to be included in other pay items.

The contractor shall notify the L.P.D. Chief, L.F.D. Chief, City Engineer/Project Manager, Field Utilities Maintenance and Construction Director and all privately owned ambulance companies 24 hours in advance of when traffic is to be restricted on any street. If an emergency arises, the contractor shall immediately notify all parties previously noted.

The contractor shall provide reasonable access to residential, commercial and public properties in the project area. During construction, traffic may be restricted to local traffic only with approval of the Engineer/Project Manager.

The contractor shall carefully remove, store and reinstall all City-owned signs whose removal is required by his construction work in the project area. It shall be the contractor's responsibility to arrange for the City to inspect all signs scheduled for removal prior to their removal. Once said signs have been removed, it will be assumed that they were in good condition at the time of removal. Any signs damaged or lost by the contractor shall be replaced at no cost to the City. Materials shall be approved by the Engineer/Project Manager.

All post-mounted signs shall be reset in concrete and at the proper height and location (City to provide location).

All sidewalk and paved driveway removals shall be bounded by joints or sawcuts.

The contractor shall be responsible for coordinating all driveway closings with the respective property owners and tenants, if property is rented.

Technical Specifications

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2009
OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-605

Agenda Date: 11/9/2021

Agenda No: 11.

ITEM TITLE:

Consider authorizing Public Utilities staff to use CIP funds in an amount not to exceed \$300,000 to contract out the emergency replacement of damaged or historically problematic water main segments.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City of Lawton Water Distribution Division is currently staffed at 54% of its field crew. These personnel are dispatched to detect, diagnose, maintain, repair, or replace city water mains as necessary. Because of this prolonged and significant staffing shortage of key knowledgeable and capable personnel there has developed a backlog of line segment replacements which are not being address in a timely manner. To expedite the replacement of identified lines, we propose bidding out multiple projects, each addressing the replacement of an individual water line segment approximately 300' in length with fire hydrants. With the new rules relating to public construction contracts, the segments may be put out for bid without the previous time requirements. Each project would range from \$20,000-\$50,000 dollars and would constitute a full segment replacement, not just point repairs. Using this method would drastically expedite the replacement of identified water lines, reduce and alleviate the impact of water leaks to the citizens of Lawton, and reduce water loss occurring through ongoing leaks.

EXHIBIT: NA

KEY ISSUES: Does Council wish to authorize Public Utilities staff to use CIP funds in an amount not to exceed \$300,000 to contract out the emergency replacement of damaged or historically problematic water main segments?

FUNDING SOURCE: 2019 Propel CIP Water & Sewerline Replacement Account

STAFF RECOMMENDED COUNCIL ACTION: Authorize Public Utilities staff to use CIP funds in an amount not to exceed \$300,000 to contract out the emergency replacement of damaged or historically problematic water main segments to reduce and alleviate the impact of compromised water lines to the citizens of Lawton.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-598

Agenda Date: 11/9/2021

Agenda No: 12.

ITEM TITLE:

Consider approving Change Order No. 1 for the Lawton WWTP Improvements Project #1 PU21-02 (PU2102) with Wynn Construction.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: On June 22, 2021 the City Council awarded a construction contract to Wynn Construction in the amount of \$4,960,000 for the Lawton WWTP Improvements Project #1 PU21-02 (PU2102). During construction it was determined that a new primary effluent pump was needed in the Primary Effluent Pump Station. Contract Modification Request No. 6 was issued, and Wynn Construction provided a total cost of \$133,900.88 to provide and install the pump. The total amount of Change Order No. 1 represents an increase of 2.7% of the original contract amount bringing the new contract amount to date to \$5,093,900.88 (\$4,960,000 + \$133,900.88 = \$5,093,900.88). Funds are available in the WWTP Improvements Account 4400000-54145. No additional days have been requested for this contract change.

EXHIBIT: Change Order No. 1 is on file in the Public Utilities Department office.

KEY ISSUES: Does Council wish to approve Change Order No. 1 in the amount of \$133,900.88 for a new primary effluent pump for the Wastewater Treatment Plant?

FUNDING SOURCE: Clean Water State Revolving Fund (CWSRF) Loan - WWTP Improvements Account 4400000-54145.

STAFF RECOMMENDED COUNCIL ACTION: Approve Change Order No. 1 for the Lawton WWTP Improvements Project #1 PU21-02 (PU2102) with Wynn Construction in the amount of \$133,900.88.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-592

Agenda Date: 11/9/2021

Agenda No: 13.

ITEM TITLE:

Consider extending the Professional Services Contract for Consultant Brokerage services concerning employee benefits to Higginbotham Insurance Agency.

INITIATOR: Human Resources Director - Craig Akard

STAFF INFORMATION SOURCE: Human Resources Director - Craig Akard

BACKGROUND: The contract for consultant brokerage services concerning employee benefits is currently in effect through December 31, 2021. The current vendor, Higginbotham Insurance Agency, has agreed to an extension under the same terms and conditions that were set forth in the December 8, 2020, extension executed by the City Council.

The recommendation from Human Resources is that the contract be extended for an additional year.

EXHIBIT: Original Consulting Agreement

Employee Benefits Agreement Extension No. 1

Proposed Employee Benefits Agreement Extension No.2

KEY ISSUES: Does the City of Lawton wish to extend the professional services contract for broker/consultant services on employee benefits to Higginbotham Insurance Agency?

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Extend the Professional Services Contract for Consultant Brokerage services concerning employee benefits to Higginbotham Insurance Agency.

EMPLOYEE BENEFITS CONSULTING AGREEMENT

With City of Lawton
Benefit Plan Sponsor



HIGGINBOTHAM CONSULTING AGREEMENT

This Consulting Agreement, hereinafter referred to as "Agreement" is between City Of Lawton ("Client") and Higginbotham Insurance Agency, Inc. ("Consultant"), effective this 1st day of January, 2020.

WHEREAS, Client desires to obtain the benefit of Consultant's knowledge and experience by retaining Consultant, and Consultant desires to accept such position upon the terms and subject to the conditions set forth herein.

WHEREAS, the Parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

Consultant will provide Client with consulting services, the scope of which shall be determined by Client in accordance with the Scope of Services Addendum (Exhibit 2), for the following benefit programs listed below:

- Medical
- Prescription Drug
- Dental
- Vision
- Voluntary/worksites benefits (as needed)

In addition, Consultant will provide the following Value-Added services as elected by Client, as listed in Exhibit 1:

- Wellness Consulting (as needed)
- Compliance Consulting (as needed)
- HR Technology Consulting (as needed)
- Benefits Communication Consulting (as needed)
- HR/Employee Training (as needed)
- Eligibility Processing (if elected)
- COBRA Administration (if elected)
- Flexible Spending/Dependent Care/HRA/HSA Account Administration (if elected)
- Benefits Administration Platform with Carrier Connectivity (if elected)
- HR Consulting (if elected)

2. Term & Termination

A. **Term.** This initial term of this Agreement shall be one (1) year, commencing on January 1, 2020 and ending December 31, 2020 ("Initial Term"), with renewal options on a year-to-year basis up to three additional years. Thereafter, this Agreement will remain in effect until terminated as described below.

B. **Termination.** This Agreement may be terminated by either party only as follows:

- a) Effective upon fifteen (15) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within seven (7) days after the notice is received;
- b) Effective upon ninety (90) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the Parties.

3. Cost of Services

Client agrees to pay Consultant professional fees as outlined in Exhibit 1 and Scope of Services Addendum. These annual fees are payable in monthly installments and Consultant agrees to submit invoices to Client on a monthly basis. The fees include Consultant's out-of-pocket expenses, including, but not limited to, expenses related to travel, communication, advertising and any other work performed on behalf of Client, unless otherwise specified.

The amount of the Fee shall be guaranteed for a period of one (1) year. Notwithstanding the foregoing, the Fee as expressed in this Agreement is calculated using a baseline benefit-eligible employee/retiree count of approximately 1,100. Client shall be required to confirm the benefit-eligible employee/retiree count at such times as may be reasonably requested by Consultant. Should the number of benefit-eligible employees/retirees increase by more than 10 percent (10%) over the previous 12 months, Consultant reserves the right to adjust the Fee, effective as of the immediately following month.

Client further acknowledges that Consultant may receive additional compensation including contingency payments, overrides, and bonuses as a result of being Client's insurance broker (collectively, "Additional Compensation"). Client consents and agrees to Consultant's ability to receive such Additional Compensation under all circumstances.

Client further acknowledges that Consultant may receive fees, commissions, or other forms of compensation that have no impact to insurance premium rates as filed with a particular state (collectively, "Vendor Management Fees") for the performance of certain core and/or optional services listed in the Scope of Services Addendum. Client consents and agrees to Consultant's ability to receive such Vendor Management Fees under all circumstances.

4. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete appointed tasks in a professional manner. Consultant retains the right to substitute personnel upon approval by Client.

5. Client's Responsibilities

Client will make available (or shall cause its agents, consultants, or vendors to make available) such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. It is understood by Client that timely delivery of requested information is a condition to the performance of service by Consultant, and any delay by Client can result in the delay of Consultant's performance of services or delivery of Work Product (defined in Section 6). Additional fees may be imposed by Consultant if, due to Client's failure to timely deliver information, additional time and resources of Consultant is

necessary to perform the services or deliver a Work Product. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

6. Confidentiality of Records and Information

Consultant recognizes that Client (including the employee benefit plans sponsored by Client) has protected health information and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of Client. Consultant will not divulge, disclose, or communicate in any manner any Information to any third party without prior written consent. Consultant will protect the Information and treat it as strictly confidential. Consultant understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 3. Provided, however, that Consultant may disclose Information to the extent required by applicable law or regulation or by legal process or requested by applicable regulatory or administrative body upon reasonable notice to Client.

All work product including, but not limited to, reports, written analyses, documents, drawings, plans, specifications, videos, photographs, works of authorship and the like ("Work Product") derived from the Services shall be considered a "Work Made for Hire" as that phrase is defined by the U.S. copyright laws and shall be owned by and for the express benefit of Consultant. If circumstances are such that the Work Product cannot be deemed "Work Made for Hire", it is agreed that all claims of ownership will be assigned to Consultant.

7. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy, procedure and assignments. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose. Consultant shall be authorized to engage any subcontractor as it deems necessary or appropriate to perform the services under this Agreement, provided that Consultant shall be responsible for the services performed by such subcontractor(s).

8. Insurance

During the Term and for three (3) years thereafter, Consultant shall maintain the following policies of insurance: (i) professional liability insurance with limits of not less than \$1,000,000/\$3,000,000; (ii) commercial general liability insurance with limits of not less than \$1,000,000/\$2,000,000; and (iii) products liability insurance with limits of not less than \$3,000,000/\$3,000,000. Upon request, Consultant shall provide evidence of such insurance to Client.

9. Fiduciary Responsibility

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets (if any) of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed

amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement.

10. Limitation of Liability

REGARDLESS OF ANY PROVISION TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AND CONSULTANT'S AFFILIATES, SUBCONTRACTORS, AND PERSONNEL, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF CAUSE, INCLUDING IF CAUSED BY THE NEGLIGENCE OF CONSULTANT. ADDITIONALLY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CONSULTANT AND CONSULTANT'S AFFILIATES, SUBCONTRACTORS, AND PERSONNEL, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, REGARDLESS OF CAUSE, INCLUDING IF CAUSED BY THE NEGLIGENCE OF CONSULTANT, IS LIMITED TO THE AMOUNT CLIENT PAID TO CONSULTANT FOR THE SERVICES. FURTHER, CONSULTANT MAKES NO SPECIFIC PROMISES ABOUT THE SERVICES OTHER THAN EXPRESSLY SET OUT IN THIS AGREEMENT AND EXCLUDES ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Indemnification

Unless otherwise provided for in this Agreement, Consultant agrees to indemnify, defend, and hold Client, its representatives and employees harmless and to reimburse Client for any losses Client might suffer, to the extent arising out of the gross negligence or wrongdoing of Consultant, its representatives and employees.

Unless otherwise provided for in this Agreement, Client agrees to indemnify, defend, and hold Consultant, its representatives and employees harmless and to reimburse Consultant for any losses Consultant might suffer, to the extent arising out of the gross negligence or wrongdoing of Client, its representatives and employees.

12. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Oklahoma, except to the extent such laws are preempted by applicable federal law. Any claim, dispute, controversy or other matter arising under or related to this Agreement shall be subject to the sole and exclusive jurisdiction of the federal and state courts located in Comanche County, Oklahoma, and all Parties hereto waive any claims of inconvenience or lack of personal jurisdiction with respect to such courts.

13. Entire Agreement

No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing signed by Consultant and Client. No agreements or representations, oral or otherwise, express or implied, have been made by either party with respect to the subject matter hereof that are not set forth expressly in this Agreement.

This Agreement shall otherwise bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees, devisees, executors, administrators and legal representatives.

All obligations which by necessity extend beyond any date of termination, shall survive the termination of this Agreement.

Consultant and Client acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by Consultant and Client. Consultant and Client agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement, shall have no application to the terms and conditions of this Agreement.

This Agreement is the complete and entire agreement between the parties of their understanding in connection with the Services referred to herein and supersedes all previous or contemporaneous dealings, agreements and/or understandings with respect hereto. Subsequent amendments to this Agreement shall only be in writing signed by both parties.


 Signature of Consultant JOHN M. COLLINS
MANAGING DIRECTOR
 Title

12/30/19
 Date

IN WITNESS WHEREOF the parties have signed this Agreement the date first above mentioned.



Stanley Booker, Mayor
 City of Lawton

ATTEST:


 Traci L. Hushbeck, City Clerk

APPROVED as to form and legality this 16 day of April, 2019


 Robert Ross, Interim City Attorney

EXHIBIT 1: CONSULTING FEES

- Annual 10% commission of medical stop loss insurance, to be paid in monthly installments, will include services for:
 - Medical Plan Consulting
 - Prescription Drug Consulting
 - Compliance Consulting
 - HR Technology Consulting
 - Wellness Consulting (as needed)
 - HR Consulting (as needed)
 - HR / Employee Training (as needed)
 - Benefits Communication Consulting (as needed)
 - Benefits Administration with Carrier Connectivity (if elected)
- Standard commissions on ancillary coverages, to be paid in monthly installments, will include services for:
 - Dental Plan Consulting
 - Vision Plan Consulting
 - Life / AD&D Consulting
 - Voluntary / Worksite Benefit Consulting
 - Any additional ancillary coverages elected
- Additional fees, as may be applicable per terms of the Scope of Services Addendum, to include services for:
 - Flexible Spending Account Administration - \$3.00 PSPM
 - Dependent Care Spending Account Administration - \$3.00 PSPM
 - Health Savings Account Administration - \$1.50 PSPM
 - Health Reimbursement Account Administration - \$5.00 per disbursement check issued
 - COBRA Administration - \$0.65 PEPM
 - Consolidated Billing - \$2.00 PEPM

PSPM = Per Subscriber Per Month

PEPM = Per Employee (enrolled) Per Month

EXHIBIT 2: SCOPE OF SERVICES

Strategic Planning	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Executive management meetings and benefits philosophy development	√		Quarterly
Multi-year strategy	√		Annually
Benchmarking with peer group	√		Annually
Specific recommendations to address utilization patterns	√		Semi Annually and as provided by vendor
Employee contribution strategies	√		Annually
Development of prototype plan design options	√		Annually
Evaluation and Analysis	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Examination of consumer directed health care and HDHP plan feasibility	√		Annually
Evaluation of current and alternative networks and disruption studies (providers, claimants and dollars)	√		Annually
Research, analyze and recommend business process outsourcing as appropriate (e.g., benefit administration, FMLA compliance)	√		Annually
Evaluation of current and alternative vendor capabilities (all coverages)	√		Annually
Underwriting and Actuarial	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Multi-year cost projections and forecasting	√		Annually
Large claim tracking	√		Month or as provided by vendor
Plan design change modeling (incremental changes to current plans as well as translation models that allow conversion from one health care delivery system to another)	√		Annually
Experience monitoring, including:	√		Month or as provided by vendor
- Trend analysis	√		Month or as provided by vendor
- Utilization analysis	√		Month or as provided by vendor
- Pharmacy utilization analysis	√		Month or as provided by

			vendor
Contribution modeling	√		Annually
Annual review of medical network usage	√		Annually
Renewals and RFPs	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Medical and prescription drug RFP	√		Annually or as required
Dental RFP	√		Annually or as required
Basic Life and Personal Accident RFP	√		Specific to rate guarantee period
Benefits administration platform selection process and RFP		√	As needed
Vision RFP	√		Annually or as requested
Voluntary Benefits – Life, Personal Accident, Short-term and Long-term Disability, Accident Indemnity	√		Specific to rate guarantee period
FSA, HSA, EAP, COBRA, Section 125, Transportation Benefits, etc. RFPs	√		Specific to rate guarantee period
Wellness	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Development of wellness operating plan based on needs, vendor review and implementation support	√		After initial strategy is implemented, semiannual review
Initial evaluation and consult from Health Risk Management (HRM) Director	√		Annually
Employee wellness survey		√	As requested
Compliance	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Analysis and advice arising under ERISA, Tax Code, COBRA	√		Monthly
Review of service agreements, contracts, and SPDs from vendors	√		Annually
Compliance management calendar	√		Monthly
Email news updates on relevant topics impacting health and welfare plans	√		As alerts are distributed
HIPAA privacy and security training and toolkit	√	√	As requested
Implementation and Communication	Scheduled/ Ongoing	As Requested	Additional Fee and/or Frequency Limit
Ensure final plan parameters are executed in accordance with client's expectations	√		Annually

Coordinate with vendor(s) on plan changes and implementation timelines	√		Annually
Manage implementation of new vendor(s), if applicable	√		Annually
Develop and monitor implementation schedule with vendors	√		Annually
Verify accuracy of ID cards and other employee materials	√		Annually
Confirm plan data is configured properly for claim payment system	√		Annually
Project management of all vendors involved in the production and distribution of open enrollment and other communication materials	√	√	Annually
Assistance with monthly newsletter development and ongoing communication support based on client's needs		√	Annually
Creation of open enrollment guide and annual enrollment materials based on client's branding	√		Standard benefit booklet provided – printing pass through costs to client
Employee Response Center and Enrollment meeting support during annual enrollment (locations to be determined)		√	Annually if requested
Vendor Management and Day-to-Day Services	Scheduled/Ongoing	As Requested	Additional Fee and/or Frequency Limit
Issue tracking log	√		Monthly
Problem avoidance and resolution	√		Monthly
Claims advocacy and resolution	√		Monthly
Dedicated resource for ongoing claim issues and day to day administrative support	√		Monthly
Establish and monitor performance guarantee metrics	√		Annually and if permitted by carrier
Schedule and drive vendor meetings	√		Annually or when substantial changes are made

EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into by and between City of Lawton ("Plan Sponsor"), on behalf of the employee benefit plans set forth on Exhibit A (collectively, the "Plan") and Higginbotham Insurance Agency, Inc. ("Business Associate") (together referred to as the "Parties") effective March 1, 2014.

WHEREAS, the Plan sponsored by Plan Sponsor is a group health plan as defined in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "Privacy Regulations") and Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations (the "Security Regulations") (together, the "Privacy and Security Regulations") adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate and Plan Sponsor entered into an agreement ("Underlying Agreement") whereby Business Associate will perform services on behalf of the Plan; and

WHEREAS, the Parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information ("PHI") by Business Associate in performance of its obligations in compliance with the Privacy and Security Regulations (as amended to incorporate Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Public Law 111-005 (42 U.S.C.A. Section 17921 et seq., subchapter III, Privacy) ("HITECH")).

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Definitions. Where not defined herein, capitalized terms shall have the meanings given to them in the Privacy and Security Regulations, which are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. The Plan Sponsor and Business Associate hereby agree to comply with the privacy and security requirements of HIPAA, as set forth in the Privacy and Security Regulations. Business Associate shall use and/or disclose PHI only to the extent necessary in furtherance of Business Associate's obligations and duties under the Underlying Agreement with the Plan Sponsor and as authorized or permitted by the Privacy and Security Regulations and this Agreement, subject to the following:
 - (a) Business Associate shall disclose PHI to other business associates of the Plan to the extent necessary for purposes of the Plan's Payment and Health Care Operations, provided such other business associates have business associate agreements in place with the Plan Sponsor (or the Plan) as required by the Privacy Regulations (and a copy of the applicable provisions of such other business associate agreements will be provided to Business Associate upon request).
 - (b) Business Associate shall disclose PHI to the Plan Sponsor to the extent necessary for the Plan Sponsor's administration activities that constitute Payment or Health Care Operations, provided the Plan document has been amended as required by the Privacy Regulations (and a copy of the applicable provisions of the Plan document will be provided to Business Associate upon request).

- (c) Business Associate may disclose Summary Health Information to the Plan Sponsor for the purpose of (i) obtaining bids for health or stop loss insurance for the Plan, or (ii) modifying, amending or terminating the Plan.
 - (d) Business Associate may not Use or Disclose PHI in a manner that would violate the Privacy or Security Regulations if done by the Plan, except as set forth in Section 4 and 5.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Business Associate shall not use or disclose any PHI received from or on behalf of the Plan, except as permitted or required by the Underlying Agreement, this Agreement, the Privacy and Security Regulations, and as required by law. Business Associate shall comply with the applicable provisions of: (a) the Privacy and Security Regulations; (b) state laws, rules and regulations applicable to individually-identifiable health information not preempted by federal law; and (c) the Plan's health information privacy policies and procedures. To the extent Business Associate is required under this Agreement or the Underlying Agreement to carry out an obligation of the Plan under the Privacy Regulations, Business Associate shall comply with the requirements of the Privacy Regulations that apply to the Plan in the performance of such obligations.
 4. Business Associate's Operations. Business Associate may use PHI it creates for or receives from the Plan, in its capacity as a Business Associate, to the extent necessary for Business Associate's proper management and administration. Business Associate may disclose PHI for the proper management and administration of Business Associate but only if:
 - (a) The disclosure is required by law; or
 - (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
 - (ii) Notify Business Associate (who shall in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached as soon as possible.
 5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to the Plan's Health Care Operations.
 6. PHI Safeguards. Business Associate has adopted and will enforce policies and procedures to reasonably ensure compliance with the Privacy and Security Regulations, including but not limited to requiring workforce members and subcontractors to report immediately to Business Associate any Use and/or Disclosure of PHI that is not permitted by this Agreement, including a Breach of Unsecured PHI or any Security Incident. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI relating to the Plan.
 7. Electronic Health Information Security and Integrity. Business Associate represents and warrants that it is compliant with all applicable requirements of the Security Regulations. Business Associate further represents and warrants that it has fully developed and implemented, and maintains and uses

appropriate administrative, technical and physical security measures consistent with and in compliance with the Security Regulations to preserve the integrity, confidentiality and availability of all electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan. Business Associate shall document and keep its security measures current in accordance with the Security Regulations.

8. Protection of Exchanged Information in Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of the Plan, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of the Privacy and Security Regulations.
9. Subcontractors and Agents. Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI on behalf of the Plan to agree to written contractual provisions that impose obligations at least as stringent as are imposed on Business Associate by this Agreement. Business Associate shall maintain a list of all subcontractors and agents to which it provides the Plan's PHI, and it will provide the list to the Plan upon request.
10. Access to PHI. Within fifteen (15) business days after receiving a written request from the Plan, Business Associate shall provide access to PHI in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual to meet the requirements under Title 45, Section 164.524 of the CFR or applicable state law.
11. Amending and Restricting PHI. Within fifteen (15) business days after receiving a written request from the Plan, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to Title 45, Section 164.526 of the CFR. Within fifteen (15) business days after receiving a written request by the Plan for any other restriction(s) on the Disclosure of PHI, Business Associate shall as soon as practicable implement such restriction(s).
12. Accounting for Disclosures of PHI.
 - (a) Business Associate shall document all disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR.
 - (b) Within fifteen (15) business days after receiving a written request from the Plan, Business Associate agrees to provide the Plan information collected in accordance with Section 12(a) above, to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Section 164.528 of the CFR. Business Associate shall provide the accounting directly to an Individual upon request by the Plan.
13. Access to Books and Records. Within fifteen (15) business days after receiving a written request by the Plan for such information, or such shorter period as required by the Secretary, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of the Plan available to the Plan and to HHS or its designee for the purpose of determining the Plan's compliance with the Privacy Regulations.

14. Event Reporting and Documentation.

- (a) Definition. For purposes of this Agreement, "Event" shall mean any use or disclosure of PHI not permitted (1) under the Privacy Regulations, including events that rise to the level of a Breach, (2) under this Agreement or (3) by law, or that is a Security Incident.
- (b) Event Reporting. Business Associate shall provide written notice as soon as practicable to the Plan's Privacy Official (contact information listed below) of any Event of which it has reasonable suspicion or discovers. This notice shall identify a contact person with whom the Plan may correspond regarding the Event. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to the Plan of the ongoing existence and occurrence of unsuccessful Security Incidents for which notice to the Plan by Business Associate shall be required only upon request of the Plan, which shall not be more often than once in a 12-month period.
- (c) Business Associate shall document all Breaches of Unsecured PHI that are discovered by Business Associate as would be required for the Plan to report Breaches to the Secretary in accordance with 45 C.F.R. §164.408(c).
- (d) Within sixty (60) days from the date of discovery, Business Associate shall provide the Plan a written report identifying or describing: (i) the affected Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (ii) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) the types of Unsecured PHI involved in the Breach; (v) any specific steps the affected Individual should take to protect him or herself from potential harm related to the Breach; (vi) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (vii) contact procedures for how the affected Individual can obtain further information from the Business Associate; (viii) a recommended plan of notifications to affected Individuals, HHS and/or the media, as may be appropriate or required by law; and (ix) such other information as reasonably requested by the Plan's Privacy Official.
- (e) Business Associate shall conduct the risk assessment to determine whether a Breach occurred and inform the Plan of its assessment. If in the opinion of the Plan the incident qualifies as a Breach, the Business Associate shall carry out the appropriate notification responsibilities, after receiving the Plan's approval of the Business Associate's plan of proposed notifications and the specific content of such notifications.

Plan Privacy Official:

Dewayne Burk, HR Director

212 SW 9th Street

Lawton, Oklahoma 73501

Fax:

(580) 581-3530

Higginbotham Privacy Official: Ross Carmichael or VP of Compliance

500 W. 13th Street

Fort Worth, TX 76102

Fax: (817) 882-9341

15. Sale of PHI. Neither the Plan nor the Business Associate shall receive direct or indirect payment in exchange for any PHI relating to the Plan or its Individuals in such a way as to violate HIPAA, except as permitted under the Privacy Regulations, including 45 CFR Part 164.
16. Marketing. Business Associate shall not receive direct or indirect payment for marketing communications which include PHI relating to the Plan or its Individuals without authorization from the affected Individuals, unless such communication is permitted under the Privacy Regulations, including 45 CFR Part 164.
17. Restrictions on Uses, Disclosures and Requests.
 - (a) Business Associate will limit all uses, disclosures and requests of PHI, including electronic PHI, to the Limited Data Set to the extent possible or, if that is not sufficient, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, to the extent required by the Privacy Regulations. Business Associate shall maintain a written policy delineating the standards it will use in determining the minimum necessary information for its uses and disclosures of PHI in accordance with standards set forth in the Privacy Regulations.
 - (b) Upon the request of an Individual, Business Associate will not disclose such Individual's PHI for purposes of Payment or Health Care Operations if the Individual paid in full out of pocket for the health care item or service to which the PHI relates, in accordance with 45 CFR section 164.522.
18. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
19. Termination for Cause. As required by the Privacy Regulations, if the Plan or Business Associate ("Non-Breaching Party") becomes aware that the other party to this Agreement has engaged in a material breach ("Breaching Party"), then the Non-Breaching Party shall:
 - (a) Provide an opportunity for the Breaching Party to cure the breach. If the Breaching Party does not cure the breach or end the violation within thirty (30) days of notice from the Non-Breaching Party, then the Non-Breaching Party shall have the right to terminate this Agreement and the Underlying Agreement, if termination is feasible.
 - (b) Immediately terminate this Agreement and the Underlying Agreement if cure is not possible and if termination is feasible.
 - (c) If neither termination nor cure is feasible, Business Associate may report the violation to the Secretary.

20. Return or Destruction of Health Information.

- (a) Except as provided in Section 20(b) below, and subject to any record retention provisions of the Underlying Agreement, upon termination, cancellation, expiration or other conclusion of this Agreement and the Underlying Agreement, Business Associate shall return to the Plan or destroy all PHI created or received by Business Associate on behalf of the Plan. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (b) In the event that the Business Associate determines, in its discretion, that returning or destroying the PHI is infeasible, Business Associate shall retain the PHI, extend the protections of this Agreement to such PHI and maintain the confidentiality of all such PHI, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section 20(b) shall survive termination of this Agreement and the Underlying Agreement.

21. Obligations of Plan Sponsor.

- (a) The Plan Sponsor shall provide Business Associate a copy of the Plan's Notice of Privacy Practices.
- (b) The Plan Sponsor shall notify Business Associate of any restriction to the use or disclosure of PHI that the Plan has agreed to (and any revocation of such a restriction), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (c) The Plan Sponsor shall notify Business Associate of any change in, or revocation of, permission by and Individual to use or disclose PHI, to the extent that such change or revocation may affect Business Associate's use or disclosure of PHI.
- (d) The Plan Sponsor shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by the Plan, except as permitted in Sections 4 and 5 above.

22. Automatic Amendment. Upon the effective date of any amendment to the Privacy and Security Regulations or any applicable regulations thereunder with respect to PHI that mandates a change to the obligations of the Parties under this Agreement, the Agreement shall automatically be deemed to be amended to incorporate such amendment to the Privacy and Security Regulations and applicable regulations so that Business Associate and the Plan remain in compliance with the Privacy and Security Regulations and applicable regulations.

23. Hold Harmless. Business Associate shall indemnify and hold Plan Sponsor and its affiliates, employees, directors, trustees and agents harmless from and against all obligations, liabilities, penalties, taxes, costs, damages, losses or expenses (including reasonable attorneys' fees) of any sort which may be imposed on or incurred by the Plan Sponsor or the Plan in connection with, or arising out of, a Breach by Business Associate or any of its subcontractors or the performance or breach of Business Associate's, or any of its subcontractors' responsibilities and obligations under the Privacy and Security Regulations or this Agreement.

Plan Sponsor shall indemnify and hold Business Associate and its affiliates, employees, directors, trustees and agents harmless from and against all obligations, liabilities, penalties, taxes, costs, damages, losses or expenses (including reasonable attorneys' fees) of any sort which may be imposed on or incurred by the Business Associate in connection with, or arising out of, a Breach by the Plan or the Plan Sponsor or any of its subcontractors, or the performance or breach of the Plan's or the Plan Sponsor's, or any of their subcontractors', responsibilities and obligations under the Privacy and Security Regulations or this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
25. Independent Contractor. The Parties are and shall remain independent contractors throughout the term of this Agreement. Nothing in this Agreement or otherwise shall be construed to constitute Business Associate and the Plan Sponsor as partners, joint ventures, agents or anything other than independent contractors.
26. Facsimile Signature. Signature pages may be transmitted by facsimile, e-mail or other electronic means. Upon delivery via facsimile, e-mail or other electronic means, a signature shall be deemed an original and shall be admissible in evidence.
27. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Oklahoma, except to the extent such laws are preempted by applicable federal law. Any claim, dispute, controversy or other matter arising under or related to this Agreement shall be subject to the sole and exclusive jurisdiction of the federal and state courts located in Comanche County, Oklahoma, and all Parties hereto waive any claims of inconvenience or lack of personal jurisdiction with respect to such courts.
28. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
29. Regulatory Reference. A reference in this Agreement to a section in the Privacy and Security Regulations or to a section of the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
30. Survival. The respective rights and obligations of the Parties under Sections 20 and 23 of this Agreement shall survive the termination of this Agreement.
31. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the Privacy and the Security Regulations. When a section of the Agreement calls for Business Associate to respond to a request from the Plan in conjunction with a regulation specifically cited in the section, Business Associate may rely on the Plan's request as verification by the Plan that the request is made in compliance with the regulation. Business Associate is not responsible for confirming that the Plan's request is made in compliance with the specific regulation.
32. Final Agreement. This Agreement supersedes all prior Business Associate Agreements between the parties with respect to the Underlying Agreement.
33. Effect on Services Agreement. Except as relates to the Use, Disclosure and security of PHI and electronic PHI, or as otherwise expressly provided in this Agreement, or under applicable law, the rights and obligations of the Parties under the Underlying Agreement shall not be changed or limited by this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf, effective as of _____.

Higginbotham Insurance Agency, Inc.

By: _____

By: Ross Carmichael



Its: _____

Its: Vice President of Compliance and Operations

For the City of Lawton:



Stanley Booker, Mayor
City of Lawton

ATTEST:



Traci L. Hushbeck, City Clerk

APPROVED as to form and legality this 16 day of April, 2019



Robert Ross, Interim City Attorney

EXHIBIT A
EMPLOYEE BENEFIT PLANS

- Group Medical - TBD
- Group Dental - TBD
- Group Vision - TBD
- Basic and Voluntary Life - TBD
- STD, LTD, Critical Illness, Accident, Hospital - TBD
- Flexible Spending Account / Health Savings Account / Health Reimbursement Account - TBD

EMPLOYEE BENEFITS CONSULTING AGREEMENT
AMENDMENT 1

This amendment (the "Amendment") is made by City of Lawton ("Client") and Higginbotham Insurance Agency, Inc. ("Consultant"), parties to the Employee Benefits Consulting Agreement (the "Agreement"), dated January 1, 2020.

2. The Agreement is amended as follows:

Exhibit 1: Consulting Fees is amended as below:

- Annual 2% commission of Client's Group Medical Insurance, to be paid in monthly installments, will include services for:
 - Medical Plan Consulting
 - Prescription Drug Consulting
 - Compliance Consulting
 - HR Technology Consulting
 - Wellness Consulting (as needed)
 - HR Consulting (as needed)
 - HR / Employee Training (as needed)
 - Benefits Communication Consulting (as needed)
 - Benefits Administration with Carrier Connectivity (if elected)
- Standard commissions on ancillary coverages, to be paid in monthly installments, will include services for:
 - Dental Plan Consulting
 - Vision Plan Consulting
 - Life / AD&D Consulting
 - Voluntary / Worksite Benefit Consulting
 - Any additional ancillary coverages elected
- Additional fees, as may be applicable per terms of the Scope of Services Addendum, to include services for:
 - Flexible Spending Account Administration - \$1.75 PSPM
 - Dependent Care Spending Account Administration - \$1.75 PSPM
 - Health Savings Account Administration - \$1.50 PSPM
 - Health Reimbursement Account Administration - \$5.00 per disbursement check issued
 - COBRA Administration - \$0.65 PEPM
 - Consolidated Billing - \$2.00 PEPM

PSPM = Per Subscriber Per Month

PEPM = Per Employee (enrolled) Per Month

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.



Signature of Client


Mayor

Title

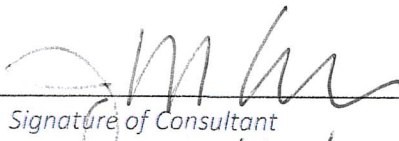
12/08/20

Date

APPROVED as to form and legality this 9th day of
December, 2020.



TIM WILSON, INTERIM CITY ATTORNEY



Signature of Consultant
Managing Director

Title

12/11/20

Date

EMPLOYEE BENEFITS CONSULTING AGREEMENT

AMENDMENT 2

This amendment (the "Amendment") is made by City of Lawton ("Client") and Higginbotham Insurance Agency, Inc. ("Consultant"), parties to the Employee Benefits Consulting Agreement (collectively the "Agreement"), dated January 1, 2020.

1. The Agreement is amended as follows:

The parties agree to renew the Agreement for one year as per the terms of Section 2.A of the Agreement. This renewal will constitute the second renewal of the Agreement.

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. This amendment will incorporate the provisions of Amendment 1, which was executed by the Client on or around December 8, 2020. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

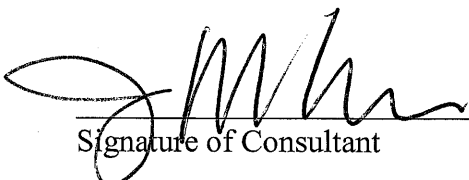
Signature of Client

Date

Title: _____

APPROVED as to form and legality this _____ day of _____, 2021

John Ratliff, City Attorney



Signature of Consultant

9/23/21

Date

Title: Managing Director
Higginbotham



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-530

Agenda Date: 11/9/2021

Agenda No: 14.

ITEM TITLE:

Consider rejecting the bid received for CL22-011 Manhole Lining Product and authorizing staff to re-advertise once market conditions stabilize.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City of Lawton solicited bids for CL22-011 Manhole Lining Product on BidSync. One responsive bid was received and opened on October 12, 2021. The bid received had an average 31% price increase over current contract pricing. It is the Department recommendation to reject the bids at this time. Once the current contract expires, any purchases will be spot-bid as necessary until market conditions stabilize and the contract can be re-advertised.

EXHIBIT: Department Recommendation

KEY ISSUES: Does the City of Lawton wish to reject the bid received for CL22-011 Manhole Lining Product and authorize staff to re-advertise once market conditions stabilize?

FUNDING SOURCE: NA

STAFF RECOMMENDED COUNCIL ACTION: Reject the bid received for CL22-011 Manhole Lining Product and authorize staff to re-advertise once market conditions stabilize.



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Maegan Dowlen, Contract Administrator
From: Rusty Whisenhunt, Director of Public Utilities
Subject: Reject CL22-011 Manhole Lining Product *WIC*
Date: October 19, 2021

It is recommended to reject the bid received for CL22-011 Manhole Lining Product and authorize staff to re-advertise at a later date. Only one bid was received which had an average 31% price increase over the current contract pricing. Annual purchases will be spot bid as necessary until such a time that market conditions stabilize, at which point the contract can be re-bid.

If you have any questions regarding this information, please contact me.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-565

Agenda Date: 11/9/2021

Agenda No: 15.

ITEM TITLE:

Consider awarding RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: David Hastings, Plants Superintendent

BACKGROUND: The City of Lawton advertised for bids on September 22, 2021 via BidSync. The contract is an on call as needed contractor for repairs and maintenance of all electronics and instrumentation at the water and wastewater treatments plants. One proposal was received and opened on October 12, 2021. After reviewing the proposal, it is the Department recommendation to award RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK. The vendor is lowest responsive and responsible Bidder. The yearly expenditures could exceed \$75,000.00

EXHIBIT: Department Recommendation, Proposal Document

KEY ISSUES: Does the City of Lawton wish to award RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK?

FUNDING SOURCE: Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020), Water Distribution Repair and Maintenance Account (7006505-51020), and the Southeast Water Treatment Plant Repair and Maintenance Account (7006510-51020).

STAFF RECOMMENDED COUNCIL ACTION: Award RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK.



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Maegan Dowlen, Municipal Securities Disclosure Coordinator
From: David Hastings, Plants Superintendent
Thru: Rusty Whisenhunt, Director of Public Utilities *WAW*
Subject: RFPCL22-006 Electrical Instrumentation and Control Services
Date: October 19, 2021

It is recommended to award the contract for Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK. Worth Hydrochem is the lowest responsive and responsible bidder. The vendor meets all requirements. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020).

If you have any questions regarding this information, please contact me.



FINANCIAL SERVICES
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3328 ext. 4 FAX (580) 581-3438

MEMORANDUM

To: Heith Renschen, Sewer System Tech – Associate Civil Engineer
Rusty Whisenhunt, Director

From: Julie Magness, Budgeting & Accounting Supervisor

Thru: Maegan Dowlen, Contract Administrator

Subject: **RFPCL22-006 ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES**

Enclosed please find the bids for **RFPCL22-006 ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES** following the bid opening on October 12th, 2021.

Please review the bids and send your vendor recommendation for this contract along with a copy of the Legistar number and AIC and the date of the council meeting selected. Once this is received, the Finance department shall forward the file to Legal for review.

If you have any questions, please email maegan.dowlen@lawtonok.gov and Marcie.sego@lawtonok.gov.

Thanks,

Maegan

A handwritten signature in dark ink, appearing to be "MD", is written over the printed name "Maegan".

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: Maegan.dowlen@lawtonok.gov Marcie.sego@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Proposal Typed: September 21, 2021	Date(s) Advertised: September 22, 2021	No Proposals Received After: 	
Proposal Number and Title: RFPCL22-006 ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until: 12 months	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: WORTH HYDROCHEM OF OKLA, INC MIKE GIRDNER, PRESIDENT		Reason for No Proposal: 	
Mailing Address: 3517 WELLSITE DR SUITE 311			
City: Norman	State: OK	Zip: 73069	Delivery:
Area Code and Phone Number: (405) 366-7729		FAX Area Code and Phone Number:	
Federal Employer Identification Number or Social Security Number XXXXXXXXXX			

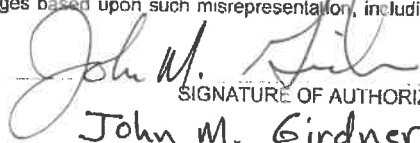
THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

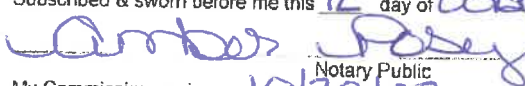
AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Cleveland, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

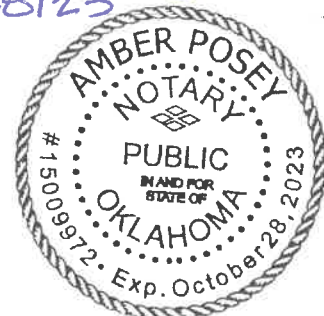
Firm: Worth Hydrochem of Okla., Inc.
 Address: P.O. Box 6447
Norman OK 73070
 (City, State, Zip)
 Phone: 405-366-7729


 SIGNATURE OF AUTHORIZED AGENT
John M. Girdner
 PRINT/TITLE NAME/TITLE

Subscribed & sworn before me this 12 day of October 2021

 My Commission expires: 10/28/23 Notary Public

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 8/11



GENERAL CONDITIONS FOR SUBMITTING PROPOSALS TO THE CITY OF LAWTON, OKLAHOMA.

**VENDOR – TO ENSURE CONSIDERATION OF THE
PROPOSAL, CAREFULLY FOLLOW THESE INSTRUCTIONS.
FAILURE TO DO SO MAY RESULT IN THE REJECTION OF
YOUR PROPOSAL WITHOUT FURTHER CONSIDERATION
OR NOTICE TO YOU.**

SEALED DOCUMENTS: All proposals and this form must be executed and submitted in a sealed envelope or other sealed container. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE OR CONTAINER.) The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time by which proposals must be submitted in order to be considered and the project number. Proposals not submitted with this form shall be rejected. All proposals are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Proposals will be considered only on first quality products. Copies of specifications, drawings, schedules or special instructions necessary for preparation of a proposal are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF PROPOSAL SUBMISSION:** Proposal documents must contain an original signature of authorized representative in the space provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY VENDOR TO PROPOSAL MUST BE INITIALIZED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO PROPOSAL:** If not submitting a proposal, respond by returning page one (1), marking it "NO PROPOSAL SUBMITTED," and explain the reason in the space provided. Failure to submit a proposal three (3) times in succession shall be cause for removal of the supplier's name from the information mailing list, without further notice. **NOTE:** To qualify as having responded, a vendor must submit a "NO PROPOSAL SUBMITTED," and it must be received no later than the stated proposal opening date and hour.
3. **OBJECTIONS/CHALLENGES:** should a vendor have an objection to or challenge the request, the vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the deadline for submission of proposals. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Request for Proposal. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list, or who have submitted proposals prior to the date and time for proposal submission, will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **PROPOSAL OPENING:** Proposal opening occurs at the time specified on the proposal form. It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not delivered at the proper time and place will not be considered. Proposals by telegram, facsimile or telephone are not acceptable. **NOTE:** Proposals may be examined during normal working hours by appointment, after the date and

time of proposal opening. Proposals become the property of the City and are subject to the provisions of the Oklahoma Open Records Act.

5. **WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn at any time prior to the proposal opening date and time. After proposals are opened, all proposals will be considered firm and valid until accepted or rejected by the City.
6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Accept any individual item, group of items, all or none, or a combination thereof contained within a proposal.
 2. To modify a suggested project, based upon proposals received.
 3. To reject any and all proposals or waive any minor irregularity or technically in proposals received.
 - b. Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract. The City reserves the right to excerpt portions of proposals and recombine them in any combination, which may then be submitted to prospective vendors as an Invitation for Bid.
7. **ACCEPTANCE OF PROPOSAL:** This document constitutes only the vendor's proposal until it is accepted by the City Council for the City of Lawton and a contract is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision(s), or minor project guideline deviation(s) when considered to be in the best interest of the City.
9. **CHANGES TO PROJECT GUIDELINES:** Proposals are to be submitted in accordance with the project guidelines provided. Any exceptions to the project guidelines must be indicated in the place provided on the specifications page(s) or by separate letter from the vendor, if place is not provided on the specifications page(s). Changes in project guidelines reducing the quality, versatility or applicability of the product or service may cause the rejection of the proposal. The City shall make the final determination. Failure to put the City on notice of any deviation from the project guidelines may cause the proposal to be rejected at the discretion of the City.
10. **MISTAKES:** Vendors are expected to examine the project guidelines, delivery schedule, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The vendor must provide information pertinent to items proposed. Complete catalogs are not necessary. If furnished, however, the vendor must identify the exact location in the catalog and circle or identify clearly the item being proposed.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in project guidelines are for information and are not intended to limit competition. The vendor may offer any brand, which meets or exceeds the specification(s) for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturers' name and model number. Vendor

shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous proposal will not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and should not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the proposal form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample meets project guidelines and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor. If the sample satisfies the project guidelines, the cost of testing shall be borne by the City.
15. **NON-CONFORMANCE TO PROJECT GUIDELINES:** Items may be tested for compliance with project guidelines by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item proposed as a result of this Request for Proposal shall be new (current model at the time of the proposal). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards

19. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon entry into any contract with the City, vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract awarded; vendor further warrants that same shall be of good material and workmanship and free from defects.
20. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Proposals shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the project guidelines, firm fixed prices shall be submitted F.O.B. Lawton at the indicated Department's address and shall include packing, handling and shipping charges fully prepaid by the vendor. Proposal prices shall be valid for a minimum of sixty (60) days from the date of proposal opening, and shall thereafter remain firm for the life of any contract awarded by the City to a vendor.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the proposal or resulting agreement pursuant to the cancellation clause, if one is included as a part of the Request for Proposal, and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated. Proposals which reflect

that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or which otherwise indicate that prices reflected are infirm or subject to change, will be deemed non-conforming unless the proposal specifications specifically provide for price escalation. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

26. **SUMMARY OF TOTAL SALES:** If any agreement is entered into as the result of the acceptance of a Request for Proposal or any proposal submitted, the vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached project guidelines.
27. **PAYMENT:**
- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in any agreement entered into as the result of the submission of a Request for Proposal. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting the Request for Proposal shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the vendor wishes to ship or service from a point other than the home office, he will furnish a written list of these locations to the City. **HOWEVER, NO ORDERS WILL BE PRESENTD TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** Any contract resulting from the submission of a Request for Proposal shall be for the quantities actually ordered during the life of the agreement only. Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities actually ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.
 - c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period for any contract awarded, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said

extended contract upon thirty days' prior written notice of termination by one party to the other.

29. **CONFLICT OF INTEREST:** The Request for Proposal hereunder is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the name of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.
31. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate any agreement resulting from the submission of this Request for Proposal upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under any agreement resulting from the submission of this Request for Proposal to the time of such termination.
33. **ASSIGNMENT:** No agreement resulting from the submission of this Request for Proposal shall be assigned by the vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the project guidelines, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the entry into any agreement:
 - a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the

amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

- c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.
35. **BONDS:** Neither Bidder's Bonds nor Performance Bonds are required unless specifically set forth in the project guidelines attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the project guidelines, proposals filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. This amount will be retained by the City as damages in the event the successful vendor fails to comply with the terms of any agreement entered into as a result of this Request for Proposal, but shall in no way pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful vendors within a reasonable time after the acceptance of a proposal, and to the successful vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. **Performance Bonds:** If a Performance Bond is required under the project guidelines, the successful vendor must, prior to the entry into any agreement, post the bond, certified check or cashier's check in the amount stated and made payable to the City of Lawton. The Bidder's Bond posted will be returned to the successful vendor upon posting of the Performance Bond and completion of any additional requirements for execution of any agreement by the vendor. The Performance Bond will be released or returned to the vendor, as appropriate after satisfactory completion of the contract and the performance period as stated in the project guidelines attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.
- a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of

carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the vendor prior to submission of the proposal and the City Council's acceptance thereof.

- b. When time is not of the essence, this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under any agreement entered as a result of this Request for Proposal, as follows:

- a. Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under any agreement entered into as a result of this Request for Proposal.
- c. In the event of the vendor's non-compliance with the above non-discrimination clause, any agreement entered into as a result of this Request for Proposal may be terminated by the City. The vendor may be declared by the City until satisfactory proof of intent to comply is made by the vendor.

38. **DISTRIBUTION OF CONTRACT:** One (1) copy of any agreement entered into as a result of this Request for Proposal or award letter shall be furnished to each successful vendor as a result of this Request for Proposal. It shall be the vendor's responsibility to reproduce and distribute copies of any agreement entered into as a result of this Request for Proposal to all distribution points listed in this Request for Proposal who will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to any agreement entered into as a result of this Request for Proposal by the vendor.

39. **ADVERTISING:** In submitting this proposal, vendor agrees not to use the results therefrom as a part of any commercial advertising.

40. **TERMINATION FOR CONVENIENCE OF THE CITY:**

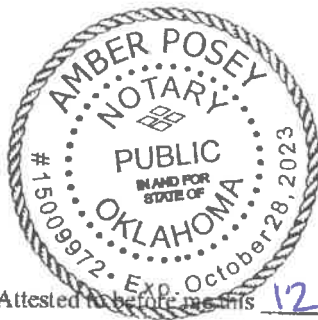
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under any agreement entered into as a result of this Request for Proposal may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.

- b. Any such termination shall be effected by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under any agreement entered into as a result of this Request for Proposal on the date and to the extent specified in the notice of termination.
- 41. **VENUE:** Any agreement entered into as a result of this Request for Proposals shall be governed by the laws of the State of Oklahoma.
 - 42. **OKLAHOMA STATE CONTRACT:** Some items for which the City solicits bids or proposals are on the Oklahoma State Contract. The City is eligible to purchase from the State contract and will check the prices on the State contract and may elect to purchase under that contract without termination of this agreement.
 - 43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. No agreement entered into as a result of this Request for Proposals may be modified except in writing and signed by both parties.
 - 44. **SURVIVAL OF TERMS:** All terms, conditions, specifications, and requirements set forth in this Request for Proposals shall survive the execution of and become a part of any agreement entered into unless specifically deleted in writing and signed by both parties to the agreement.
 - 45. **ENERGY SAVINGS:** Oklahoma is an energy conservation State, and we welcome any comments on your proposal that would indicate energy savings. Energy savings will be considered on all proposals where project guidelines call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma
COUNTY OF Cleveland SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Worth Hydrochem of Okla, Inc
Business Name / Contractor Name

John M. Girdner
Signed
Print: John M. Girdner

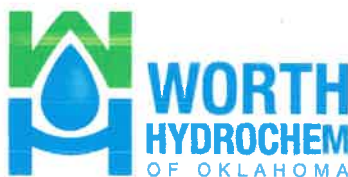
Attested to before me this 12 day of October 2021

Amber Posey
Notary Public

My Commission Expires 10/28 2023

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

Worth Hydrochem of Oklahoma, Inc.
P.O. Box 6447
Norman, OK 73070-6447
Phone: (405) 366-7729
Fax: (405) 366-7728
www.worthok.com



Water Treatment Chemicals
Membrane Treatment Chemicals
Water Filter Systems and Supplies
SCADA and Telemetry Control Systems
Chlorine Systems
Technical Field Services

Setting the standard in Service

October 12, 2021

City Clerk
City of Lawton
212 SW 9th Street
Lawton, OK 73501

Attention: Heith Renschen
Heith.Renschen@LawtonOK.gov

Customer Reference:	Lawton Utilities Facilities Professional Services Contract		
Worth OK Reference:	10110	Worth OK Quote:	10110QT01

Thank you for the opportunity to submit this Bid Proposal for the Bid No. RFPCL22-006, Electrical Instrumentation and Control Services for Public Utility Facilities. In response, I would like to submit the following WH₂OK Standard Service Rates:

ITEM	QTY	WH ₂ OK Service Technician Rate Sheet (Standard Services)	
01	TBD	Hourly Service Rate, per Hour	\$ 165.00
02	TBD	Overtime Rate, per Hour (weekday hours are billed at standard rate)	\$ 165.00
03	TBD	Emergency Call-Out Rate, per Hour (2 Hours Response, 24/7)	\$ 225.00
04	TBD	Mileage Reimbursement, per Mile (2021 Federal Rate)	\$ 0.56
05	TBD	Mark-Up Over Vendor Invoice for Parts/Materials, %	35.00%

NOTES AND CLARIFICATIONS:

1. WH₂OK provides project estimating and quoting services to support systems repairs and systems improvement projects and to facilitate PO and budgeting support. These services are provided without charge.
2. There may be times when WH₂OK personnel are able to provide "emergency" services without rescheduling a service call for another customer or as part of a normal daily route. In these instances, WH₂OK will bill those service hours at the Standard Rate.
3. The standard mark-up over vendor invoice is our general markup for typical items. For large projects where several parts are included on a single invoice or for very expensive items, WH₂OK will apply a discount to this standard rate. This discount is typically 5%.

(CONTINUED NEXT PAGE)



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

The following attachments are included with this proposal to meet the requirements of the Bid Proposal and to validate WH₂OK has the qualifications to provide the proposed services for the City of Lawton:

ATTACHMENT A: BID DOCUMENTS

ATTACHMENT B: CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT C: WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

ATTACHMENT D: WATER AND WASTEWATER TELEMTRY AND CONTROLS REFERENCE LIST

ATTACHMENT E: WORTH HYDROCHEM OF OKLAHOMA SERVICES BILLING TICKET AND REPORT

WH₂OK has demonstrated qualifications to provide equipment specifications, troubleshooting, installation, programming, repair, replacement and commissioning services for the City of Lawton Utilities. We hope to have the opportunity to continue to support your operations and services under this contract in the future.

If this proposal is accepted as presented, please sign below and return to WH₂OK:

Accepted: _____

Date: _____

Thank you,

Mike Girdner
President
mgirdner@worthok.com



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

ATTACHMENT "A"

BID SCHEDULE FOR BID NUMBER RFPCL22-006

ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES FOR PUBLIC UTILITY FACILITIES

The City of Lawton is seeking proposals for the provision of electrical instrumentation and control services support at all the City of Lawton Public Utility facilities such as Medicine Park Water Treatment Plant (MPWTP), Southeast Water Treatment Plant (SEWTP), Wastewater Treatment Plant (WWTP), well sites, lift stations, and water towers. A wide range of electrical instrumentation components, motors, starters, pump controls, SCADA, and other machinery throughout the facilities need service, and/or repairs, and/or routine maintenance. The successful bidder will be called upon to perform those services on an as needed or on an emergency (respond within 2 hours) basis, and bids will be assessed based upon the availability, response times, hourly rate, and markup on parts proposed by the vendor.

Vendors must demonstrate experience in servicing and repair of instrumentation and control equipment, and in particular, in service and repair of Public Utility Supervisory Control and Data Acquisition (SCADA) facilities and equipment.

Scope of Work

The services will be provided on an as needed basis, and the vendor will be required to provide all the equipment, tools, labor, programming, and transportation necessary to respond to service calls for troubleshooting, repairs, servicing, calibration, or other forms of routine maintenance as required.

The vendor will also provide any material, parts or fittings necessary to fully execute the required service from an approved City of Lawton supplier. An invoice must be submitted for parts and supplies, then the markup will be added.

The vendor shall be prepared to schedule activities and to utilize a minimum of 2 hours for each service call dispatch. The hourly rate will need to include mobilization/demobilization and travel in the price.

Instructions to Proposals

- The vendor shall execute the required services in a professional manner with due attention to the safety of all plant, equipment, and staff, including but not limited to the coordination of all necessary Lock-out Tag-out procedures, confined space entry, and other safety plans.
- Contractor shall provide experience with ladder logic programming and list programming experience.
- Contractor shall provide experience with HMI programming and troubleshooting.
- The vendor shall exercise due care in execution of the works to avoid any damage to existing facilities or equipment. Any such damage will be re-instated by the vendor at no cost to the City of Lawton.
- The vendor shall remain responsible at all times for their equipment and materials being utilized upon the City of Lawton property, as well as any equipment and materials which belong to the City of Lawton and has been handed over to the vendor for execution of the works. The City of Lawton shall not be responsible for any damage or loss of such equipment and materials.
- The vendor is required to check in with the Plant Superintendent or their designee upon arrival at any facility and shall report on the successful completion of each service call before leaving.
- The vendor is required to provide a written report of actions taken and additional repairs required after each site visit.
- Bid must include, but is not limited to the following:
 1. Maximum call response times.
 2. Schedule of manpower, tools, and equipment which may be utilized, along with any rates which may be payable in addition to the base bid.
 3. Details of services performed in the past of similar scope along with references.
 4. Priced Bid schedule.

Both the primary and secondary vendor, if awarded, will be selected from the field of bidders to allow for multiple purchase orders during spikes in demand for this service.

Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. **Worker's Compensation Insurance.** The Contractor shall procure and maintain, during the life of this contract, Worker's Compensation Insurance as required by the State of Oklahoma for all of his employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance as follows:

Comprehensive General Liability and Bodily Injury:

Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Single Limit	<u>\$1,000,000.00</u> per occurrence combined limit

Comprehensive Automobile:

Liability, Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Limit	<u>\$1,000,000.00</u> per occurrence combined limit

- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either:
 - 1. Require each of his subcontractors to procure, and to maintain during the life of his subcontract, Subcontractor's Public Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or
 - 2. ensure the activities of his subcontractors in his own policy, specified in subparagraph (b) hereof.
- d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b. and c. hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.
- e. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certification will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

Bid Number: **RFPCL22-006**

Bid Title: **Electrical Instrumentation and Control Services for Public Utility Facilities**

Vendor Name:

WORTH HYDROCHEM OF OKLAHOMA, INC.

Bid Schedule

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1	Technician, tools, and equipment (Reg. Time)	1	Hour	\$ 165.00	\$ 165.00
2.	Technician, tools, and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$ 225.00	\$ 225.00
3.	Mark-up over vendor invoice amount for parts/materials	1	Percent	\$ 35.0%	\$ 35.0%
TOTAL AMOUNT OF BID				\$ SEE ABOVE	
Total Amount of Bid In Words			Dollars	SEE ABOVE	

(must be completed and returned with the bid)

Please contact Heith Renschen for any questions in regards to the specifications at

(580) 581-3405 or heith.renschen@lawtonok.gov

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Items to be delivered as agreed upon.
6. Product data for an "or Equal" request on any item should be submitted with the bid.
7. Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.
8. **DISCLAIMER:** Bidder understands that the City of Lawton reserves the right to accept or reject any or all bids.

Bid provided by:

WORTH HYDROCHEM

Company Name

John M. Girdner

Representative

John M. Girdner

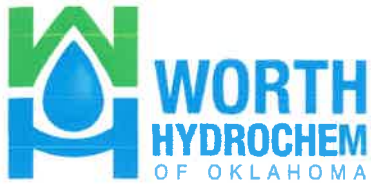
10/12/21

Date

(405) 366.7729

Phone Number

Fax



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

ATTACHMENT "B"

WORTH HYDROCHEM OF OKLAHOMA CERTIFICATE OF LIABILITY INSURANCE



WORTHYD01C

E0VERBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURICA - Norman
3510 24th Ave NW, Suite 201
Norman, OK 73069

CONTACT

NAME:

PHONE

(A/C, No, Ext): (405) 321-2700

FAX

(A/C, No): (405) 360-8892

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Casualty Company

21415

INSURER B: EMCASCO Insurance Company

21407

INSURER C: Crum & Forster Specialty Insurance Company

44520

INSURER D:

INSURER E:

INSURER F:

INSURED

Worth Hydrochem Of Oklahoma Inc.
P.O. Box 6447
Norman, OK 73070

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6D11334	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E11334	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6M11334	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF)			6H11334	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/E&O			PKC112151	10/1/2021	10/1/2023	Each Claim Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Lawton
2100 SW 6th Street
Lawton, OK 73501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

ATTACHMENT "C"

WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

With well over 100 years of combined experience in water treatment and water processing controls, the team at Worth Hydrochem of Oklahoma (WH₂OK) are water treatment experts delivering superior service and complete solutions for today's water treatment challenges. Our team of experienced Field Service Technicians each model our core values for Service Excellence, Professional Integrity, and Personal Accountability. We are proud to introduce our Field Service Team and look forward to the opportunity to engage with your team:

Mike Girdner, BSME, PE

Owner and President

Years of Experience: 30+

Expertise: Water Treatment Chemicals,
Water Treatment Processes and
Business Integrity

Earl Young

Director of Sales and Service

Years of Experience: 30+

Expertise: Media-Based Water Treatment
Technologies (RO/UF/MF),
Water Treatment Chemicals.
Water Treatment Equipment and
Industrial Process Equipment

Paul Cunningham

Senior PLC and Controls Service Technician

Years of Experience: 25+

Expertise: PLC and HMI Programming,
Remote Telemetry Systems and
Data Radio Communications, and
Process Automation and Controls

Terry McCracken

Senior Service Technician

Years of Experience: 25+

Expertise: PLC and HMI Service, Electrical
and Mechanical Process
Equipment Service, and
Automation and Controls

Ray Miller

Senior Service Technician

Years of Experience: 30+

Expertise: PLC and HMI Programming,
Remote Telemetry Systems and
Data Radio Communications, and
Process Automation and Controls

Chris Watson

Field Service Technician

Years of Experience: 10+

Expertise: WTP Chlorine Injection Systems,
WTP Operations, and Reverse
Osmosis Systems Operations,
Service and Maintenance.

Jake Walton

Filed Service Technician

Years of Experience: 15+

Expertise: Class A Wastewater, Class B Water
and Class C Water Lab Licenses,
WTP and WWTP Operations and
Maintenance

Randy Longoria

Filed Service Technician

Years of Experience: 15+

Expertise: WTP Operations and Maintenance,
WWTP Operations and Maintenance
and Mechanical Equipment Service



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

ATTACHMENT "D"

WATER AND WASTEWATER TELEMETRY AND CONTROLS SYSTEMS REFERENCE LIST



City of Lawton Waste Water Treatment Plant

Lawton, OK

Services:

Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.

City of Oklahoma City via Inframark

Deer Creek and Chisholm Creek Waste Water Treatment Plants

Services:

Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.

(CONTINUED NEXT PAGE)



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

Central Oklahoma Master Conservancy District

Norman, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

City of Clinton Waste Water Treatment Plant via Inframark

Clinton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) provided a SCADA Upgrade, including Ignition SCADA Software, Dell SCADA Computers and programming, installation and commissioning services.

City of Blackwell Water Treatment and Wastewater Treatment Plants

Blackwell, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided an upgraded Telemetry and Controls systems and on-going electro-mechanical and telemetry and controls equipment services and support.

Foss Reservoir Master Conservancy District Water Treatment Plant

Foss, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

Tahlequah Public Works Authority

Tahlequah, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including PLC's, Actuators, VFD's, and chemical water treatment systems equipment.

(CONTINUED NEXT PAGE)



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

City of Lindsay Water Treatment Plant

Lindsay, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Reverse Osmosis System, Flow Meters, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and chemical water treatment systems equipment.

Braum's Dairy Plant

Tuttle, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided well controls, including VFD's and radio telemetry units and water treatment plant services and upgrades, including expansion of the reverse osmosis system. WH2OK continues to provide PWT Chemicals and H2O Innovations Filters for operational membrane treatment and PWT Chemicals and Toray Membranes for regular RO CIP services and membranes changeouts.

Goodyear Lawton Plant, Powerhouse Boiler RO System

Lawton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) specified, sold, installed and commissioned the Marlo RO. WH2OK continues to provide PWT Chemicals, H2O Innovations Filters and Toray Membranes as part of a ***continuing annual maintenance and service contract.***

City of Sherman Water Treatment Plant

Sherman, Texas

Services: Worth Hydrochem of Okla, Inc (WH2OK) was contracted by H2O Innovations to start-up and commissioning of the installed system, including controls and PLC programming. WH2OK continues to provide PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

HollyFrontier Navajo Refinery

Artesia, New Mexico

Services: Worth Hydrochem of Okla, Inc (WH2OK) was contracted by engineer as to perform start-up and commissioning of the installed RO system. WH2OK continues to provide technical services for system and plant operations, including RO system controls and PLC programming.



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 12, 2021
Project Manager:	Ray Miller

ATTACHMENT "E"

SERVICE BILLING TICKET AND REPORT



P. O. Box 6447
 Norman, OK 73070-6447
 Phone: (405) 366-7729
 Fax: (405) 266-7728
www.WorthOK.com

10110

10110	
Job Name:	Lawton Electrical Instrumentation and Control Services
Customer:	Lawton
Location:	Lawton Waste Water Plant
Project Mgr:	Ray Miller
PO Number:	
Completed:	

SERVICE LABOR RECORD		
DATE	TECHNICIAN	HOURS
(None)		
Total		0.0

SERVICE MILEAGE RECORD		
DATE	TECHNICIAN	MILES
(None)		
Total		0

MATERIALS SUPPLIED: PARTS, CHEMICALS and SUPPLIES		
QTY	DESCRIPTION	UNIT PRICE
(None)		

SERVICES PERFORMED / DESCRIPTION OF WORK / NOTES	
(None)	

ABSTRACT OF BIDS

I certify that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Margaret Dowlen*

IFB/RFP Number RFPCL22-006		Date Opened: 10/12/2021	Bidder Number 1		Bidder Number 2		Bidder Number 3		Bidder Number 4		
IFB/RFP Title ELECTRICAL INSTRUMENTATION AND CONTROL SERVICES			Worth Hydrochem of OK PO Box 6447 Norman, OK 73070-6447 Tel: 405-366-7729 Fax: 405-366-7728 Contact: John Girdner								
Number of Addenda Issued: NONE		Buyer Marcie Sego	Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A		
Delivery Corporate Seal or Notary Affidavit of Payments...\$25,000 Certificate of Insurance Enclosed			N/A		N/A		N/A		N/A		
			Yes		N/A		N/A		N/A		
			Yes		N/A		N/A		N/A		
			Yes		N/A		N/A		N/A		
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Technician, tools and equipment (Reg. Time)	1	Hour	\$165.00							
2	Technician, tools and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$225.00							
3	Mark-up over vendor invoice amount for parts/materials	1	Percent	35%							
4											
5											
6											
7											
8											
9											



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-609

Agenda Date: 11/9/2021

Agenda No: 16.

ITEM TITLE:

Consider awarding (RFPCL22-008) for banking services to Liberty National Bank.

INITIATOR: Gwendolyn Spencer, Interim Finance Director

STAFF INFORMATION SOURCE: Finance Department

BACKGROUND: The City of Lawton solicited bid proposals for (RFPCL22-008) banking services. Bid packets were emailed to eight (8) vendors, posted on the City of Lawton Website, and posted to BidSync. The City received one proposal from Liberty National Bank. The proposal has been reviewed by the Interim Finance Director and Finance staff and the proposal is responsive. Staff recommends acceptance of the proposal from Liberty National Bank. Due to the extensive nature of establishing new accounts and processes with a new banking vendor as well as the time required to negotiate a contract, staff has brought this item to first request Council approval of the award for (RFPCL22-008) for banking services to Liberty National Bank and upon approval, will bring a separate item to approve the contract.

EXHIBIT: Staff Recommendation, Liberty National Bank Proposal and Fee Schedule

KEY ISSUES: Does the Lawton City Council wish to award (CL22-008) Banking Services to Liberty National Bank?

FUNDING SOURCE: Click or tap here to enter text.

STAFF RECOMMENDED COUNCIL ACTION: Award (RFPCL22-008) for banking services to Liberty National Bank.



FINANCIAL SERVICES
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3328 Ext 4 FAX (580) 581-3438

RECOMMENDATION MEMO

TO: Kristin Huntley, Deputy Finance Director
THRU: Maegan Dowlen, Contract Administrator
FROM: Gwendolyn Spencer, Interim Finance Director *G. Spencer*
RE: Banking Services Contract RFPCL22-008
DATE: October 29, 2021

Upon soliciting bid proposals for banking services by sending bid packets by email, posting on BidSync, Lawton Constitution, as well as the City of Lawton Website, one proposal was submitted for the contract for Banking Services (RFPCL22-008) from Liberty National Bank. It has been reviewed by the Interim Finance Director, the Deputy Finance Director and Finance staff. It is recommended that the proposal be accepted from Liberty National Bank for banking services.



APPENDIX A

Proposal for Banking Services for City of Lawton

II. Banking Services Required

General Information:

Liberty National Bank is proposing the services of a financial institution to provide depository banking services beginning JANUARY 1, 2022. Liberty National Bank will perform banking services in accordance with the provisions approved by the City of Lawton and jointly agreed upon by both parties.

Services Required:

1. Check Processing

- a. Daily account statements on approximately 3 major accounts to include return of canceled checks if possible, and if possible, clearly readable check and deposit images. Daily statements are to be received within three working days.
 - i. Daily account statements will be provided reflecting the available balance and account activity detail, image of checks and deposits will be included in electronic format through our Business Online Banking. Access to statements will be available the next business day.
- b. Monthly account statements on approximately 17 accounts to be given to the City no later than three working days from the end of the month.
 - i. Monthly account statements will be provided reflecting the available balance and account activity detail, images of checks and deposits will be included in electronic format through our Business Online Banking. Access to statements will be available the next business day.
- c. Statements must provide collected balances, detail of adjustments and costs, and detail of debits and credits.
 - i. Account statements will reflect the available balance, detailed account activity and will include the images of the checks and deposits.
- d. The requirements for daily account statements can be changed to monthly statements, if, in the opinion of the City, an accurate USB Drive or equivalent media device is provided to clear checks and account access to bank statements and transactions by internet is available.
 - i. Electronic statements will be available the next business day after the statements process (daily & monthly) through our Business Online Banking at no cost.

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2. Automated Clearing House (ACH)

- a. Utility payments and direct payroll deposits will be provided electronically.
 - i. ACH Origination is available as part of our Cash Management Services through our Business Online Banking. Files for ACH payroll and Utility billing can be imported in any format. Customized ACH templates can be created for the City. We abide by the standards and guidelines established by the NACHA rules authority in preparation and timely submission of ACH files.

3. Cashier's Checks

- a. Provide cashier checks as needed. (approximately 12 annually)
 - i. Official checks will be provided upon request at no cost.

4. Safe Deposit Box

- a. Provide one safe deposit box if requested. (At present there is no requirement)
 - i. A safe deposit box will be provided upon request at no cost.

5. Wire Transfer Service

- a. The bank will provide wire transfer services. Wire services credits and debits notices will be provided the day following the transaction.
 - i. Wire services are available as part of our Cash Management Services through our Business Online Banking and/or with direct banker contact. Email notifications of wire credits and debits can be sent to desired recipients. Customized wire templates can be created for the City.

6. Collateral Pledge Agreements

- a. The bank will pledge collateral, as required by Oklahoma State Statutes, sufficient to cover all accounts not insured by FDIC.
 - i. Liberty National Bank will provide FDIC Insurance for covered accounts in accordance to the approved limit during the period it serves as the City of Lawton's depository institution. Liberty National Bank will follow the Oklahoma State Treasurer's rules applicable to local public entity deposits for all City of Lawton accounts.

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LIBERTY NATIONAL BANK

7. Check and Deposit Slips

- a. The bank must provide all checks and deposit slips for all City accounts. All products must be compatible with existing City equipment.
 - i. Checks and deposit slips will be provided upon request at no cost.

8. Night depository

- a. Locking bags and keys are required. (Approximately 42 – 2 for most divisions, 3 for divisions that work weekends, and for Utility Services)
 - i. Locking bags and keys will provided at no cost.

9. Packaged coins and currency

- a. The bank must provide approximately 3,000 rolls of coins annually and 2 to 6 packages of \$1, \$5, and \$10 bills daily.
 - i. Coin and currency will be available upon request at no additional cost.

10. Stop payment and returned checks

- a. Returned Checks will be automatically present a second time.
 - i. Handling of all returned checks will be presented a second time, as directed by the City.
- b. Stop Payments will be provided at no charge.
 - i. No fees will be assessed for payments stopped on checks issued by the City.

11. Automatic Investment of General Sundry Funds

- a. All collected balances will be invested and interest returned to the City on a daily basis at a rate to be specified in the proposal. The City's accounting office will be notified daily of the prior day's interest.
 - i. The interest on deposits accounts will be paid on a monthly basis. The rate will be based on the 4-wk Treasury Bill. The rate will change the first business day of each month and be established for the entire month. A notification will be sent to desired recipients of the new rate once the rate has been determined. Rate as of October 1, 2021 is 0.08%.
- b. Accounts other than general sundry funds will draw interest at a rate to be specified in the proposal.
 - i. The interest on deposits accounts will be paid on a monthly basis. The rate will be based on the 4-wk Treasury Bill. The rate will change the first business day of each month and be established for the entire month. A notification will be sent to desired recipients of the new rate once the rate has been determined. Rate as of October 1, 2021 is 0.08%.

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12. Internet Banking Services

- a. The City will be provided the ability to access account balances and transaction information via an internet connection. The system should provide the ability to initiate wire transactions, transmit ACH direct payroll deposits, access utility billing files for origination, electronically place stop payments on checks, and transfer funds within City accounts.
 - i. Business Online Banking and Cash Management Services will be provided to the City at no cost. Authorized users, depending on their established online access, can view account balances and/or transaction information, initiate ACH and/or Wire transactions, place Stop Payments on checks issued by the City, and/or Transfer funds between accounts. Our Business Online Banking system is customizable per user per account, allowing the City to implement dual control actions as desired.

Liberty National Bank recognizes the importance of having a direct contact to handle the City's accounts and accommodate all inquiries by the City of Lawton. The City of Lawton and City staff will have the direct and mobile phone numbers, along with email addresses of each of the bank's transition team.

Liberty National Bank's home office is located at 629 SW C Ave, Lawton OK 73501. Our home office is also a full-service banking center. The next nearest location is 4005 W Gore Blvd, Lawton OK 73505.

Branch Hours: Monday through Friday Lobby hours 7:55 am to 5:05 pm
(Drive-thru open 7:30 am until 6:00 pm and 9:00 am until Noon Saturdays)

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629 SW "C" Avenue, Lawton, Oklahoma 73501 ★ 580.351.2265 ★ LNBOK.com





APPENDIX B

Account Analysis Fee Schedule - our analysis fees will be based on actual activity with our proposed cost per unit.

General Account Services	Monthly Volume Units	Cost/Unit
Account Maintenance	-*	\$ waived
NSF Charges	-	\$ waived
Stop Payments	-	\$ waived
Returned items	-	\$ waived
Depository Services		
Deposits & Credits Posted	-	\$ waived
Checks & Debits	-	\$ waived
Deposited items – OnUs	-	\$ waived
Deposited items – Transit	-	\$ waived
ACH Debits Received	-	\$ waived
ACH Credit Received	-	\$ waived
Online Services		
Business Online Banking	1	\$ waived
Tokens Replacement	-	\$ waived
ACH Services		
ACH Master File Originations	-	\$ waived
ACH Credits Origination	-	\$ waived
ACH Return Items	-	\$ waived
Wire Services		
Incoming Domestic Wires	-	\$ waived
Incoming International Wires	-	\$ waived
Outgoing Domestic Wires	-	\$ waived
Outgoing International Wires	-	\$ waived
Reconciliation Services		
Bank Statements	-*	\$ waived

* Additional Accounts may affect these items.

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629 SW "C" Avenue, Lawton, Oklahoma 73501 ★ 580.351.2265 ★ LNBOK.com





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ADDENDUM

III. Optional Services

The city wishes proposals on the availability of these services. The availability and cost of these items will be a factor in the choice of the City's banking facilities.

13. Any other Services – the bank shall specify any other services that may be available or provided to the City. Include a brief description and the anticipated fees or costs.

- a. Remote Deposit Capture

- i. Remote Deposit Capture is available as part of the Cash Management Services at no cost to the City. Electronically deposit checks securely into accounts without leaving the office. Retrieve copies of deposited items within the system eliminating the need to make copies of checks.

- b. Positive Pay

- i. Positive Pay is available as part of the Cash Management Services at no cost to the City. Reduce or eliminate need to worry about check fraud. Upload issued checks file into the Business Online Banking system then as checks are presented for payment, exceptions will be created for any discrepancies with date of issuance, check number and/or amount. Authorized online user will be notified of the exceptions, then will make the decision to pay or return the check.

- c. LockBox Service

- i. Liberty National Bank partnered with Technology Management Resources in February 2019 to offer customers a payments receivable solution that eliminates processing daily mail, manual data entry and scanning/photocopying remits and checks. We will open a PO Box in Lawton, Oklahoma to receive remittances for the City of Lawton. Each day a designated bank employee will retrieve the mail from the post office, then transport mail to our main banking facility for processing. The processing will begin as soon as the mail is received by a designated bank employee. The bank employee will open the envelopes then sort remittances as specified by the City. The bank employee will then scan the items, work all errors and submit the batches to TMR. TMR will process the files as specified by the City. Any exception items will be communicated to the bank and the City. The City will work the exceptions, then the bank will pull any exceptions noted to be returned. TMR will submit 1)the cash letter to deposit the funds into the City's specified account; 2)the posting file to the City to upload into accounting system to automatically post payments to accounts; 3)provide reports and images for the City to view through the online portal. Files will be delivered via FTP between 3:00-5:00 daily. This service will be at no cost to the City.

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- d. Insured Cash Sweeps.
 - i. Liberty National Bank is a registered member of the IntraFi Network, LLC along with more than 3,000 other financial institutions. This service allows Liberty National Bank to offer multi-million-dollar FDIC coverage to our customers, along with flexibility (access to funds), saving time (having one banking relationship that has access to over 3,000 financial institutions & reducing your ongoing collateral tracking requirements) and supporting your community (your funds stay local to support lending opportunities). Upon completing a Deposit Placement Agreement, together we will determine a target balance to maintain in the transaction account with LNB. The agreement information will be updated within the LNB system and created in the IntraFi Network. Desired recipients will have access to view the activity and balances for the Insured Cash Sweep account through Business Online Banking, as well as a separate online access within the IntraFi Network. This service is at no cost to the City.
- e. Credit Card Services
 - i. Liberty National Bank partnered with The Independent Bankers Bank of Texas in December 2020 to offer customers a more competitive Credit Card. Our Company Credit Card offers a Robust Rebate Program, Employer Controls, Account & Expense Management and Outstanding Customer Service and Benefits.
- f. Merchant Services
 - i. Liberty National Bank is an Agent Bank for Merchant Services through the Bakers Bank of OKC. We use interchange plus merchant processing which includes Visa, Mastercard, Discover and American Express acceptance. Interchange plus pricing passes through exactly what the Card Associations charge based on card type and how the transaction was processed. Card Terminals, Clover Devices and Payment Gateways are available.

with you all the way





City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-606

Agenda Date: 11/9/2021

Agenda No: 17.

ITEM TITLE:

Consider approving appointments to boards and commissions.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: N/A

BACKGROUND: It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions.

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the appointments to boards and commissions.



Office of the Mayor

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3301 Fax (580) 581-3536

November 9, 2021

Youth and Family Affairs Committee (YFAC)

Davison Virgil
132 Berkshire Way
Lawton, OK 73501
U/T 2/23/2024

Mayor's Commission on the Status of Women

Emily Ellis- Ward 5
515 NW Dearborn Avenue
Lawton, OK 73501
9/20/2023

City Planning Commission (CPC)

Darren Medders- Ward 6
7512 NW Stonegate Drive
Lawton, OK 73505
12/14/2024

Parks & Rec Commission

Susan Hargraves Thompson- Ward 6
2309 NW 75th Street
Lawton, OK 73505
1/1/2024

Jason Scott
502 NE 27th Street
Lawton, OK 73507
1/1/2024

Anthony Cox
7203 NW Willow Place
Lawton, OK 73505
1/1/2024

Brian Henry

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation. Creating leadership and opportunity for southwest Oklahoma

NO ADDRESS ON FILE

1/1/2024

Historical Preservation

Paige Michener- Existing or Proposed Historic District

102 Fort Sill Boulevard

Lawton, OK 73507

10/11/2023

Traffic Commission

Willie Smith

2904 NE Mesa Verde

Lawton, OK 73501

8/25/2024

Waurika Master Conservancy District Board

Evan Watson

7610 NW Chelsea Drive

Lawton, OK 73501

Term Starts 1/1/2022 UT Ends 6/6/2022



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-586

Agenda Date: 11/9/2021

Agenda No: 18.

ITEM TITLE:

Hold a public hearing and consider approving the submission and acceptance of the 2021 Department of Justice Edward Byrne Assistance Grant Local (JAG) by the Lawton Police Department.

INITIATOR: James T. Smith, Chief of Police

STAFF INFORMATION SOURCE: William Hines, Deputy Chief of Police

BACKGROUND: The U.S. Department of Justice has informed the City that we are eligible to receive approximately \$73,746. from an Edward Byrne Memorial Assistance Grant (JAG) Local. This grant is to be shared with Comanche County in an 80/20 split, which has been agreed upon by the Chief of Police and Sheriff, as they are the disparate jurisdiction. If awarded, the City will administer the grant, receive the total available amount, and then disperse to the County its share, which is \$14,749.20. This grant requires no cash match. The money will be spent for equipment and/or technology needed by the Lawton Police Department and the Comanche County Sheriff Department.

EXHIBIT: Interlocal City-Council Edward Byrne Memorial Grant Agreement

KEY ISSUES: Should the City apply and accept the grant from the Bureau of Justice Assistance and authorize the Mayor to sign the necessary forms?

FUNDING SOURCE: Funded solely by the Edward Byrne Memorial Justice Assistance Grant (JAG) Local

STAFF RECOMMENDED COUNCIL ACTION: Approve the submission of, and acceptance of, the 2021 Edward Byrne Memorial Grant and authorize the Mayor and City Clerk to execute the Interlocal Agreement between the City & County.

**THE STATE OF OKLAHOMA
COUNTY OF COMANCHE
CITY OF LAWTON**

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAWTON, OKLAHOMA AND THE COUNTY OF COMANCHE, OKLAHOMA

**2021 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 Local Solicitation**

This Agreement is made and entered into this ____ day of October, 2021, by and between the COUNTY of Comanche, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the City of Lawton, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Comanche County, State of Oklahoma.

WHEREAS, this Agreement is made under the authority of Title 74, Oklahoma Statutes, Sections 1001 et seq., the Oklahoma Interlocal Cooperation Act: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreements: and,

WHEREAS, the CITY and COUNTY together received the grant in the total amount of \$ 73,746.00. The CITY will receive \$ 58,996.80 of the award and will apply and administer all paperwork involved. The CITY will provide the COUNTY the agreed amount of \$ 14,749.20 from the JAG award as established through negotiations between the two entities for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as specified herein to enable both parties to enjoy the benefits of the Program designed to enhance police services provided by law enforcement agencies.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1

CITY agrees to pay COUNTY a total of \$ 14,749.20 of JAG funds awarded to the CITY under the JAG Program. A description of the Program is attached hereto as Exhibit "A".

Section 2

COUNTY agrees to use \$ 14,749.20 for the 2021 Edward Byrne Memorial Justice Assistance Grant prior to September 30, 2024.

Section 3

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Oklahoma Governmental Tort Claims Act.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Oklahoma Governmental Tort Claims Act.

Section 5

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LAWTON, OKLAHOMA

A Municipal Corporation

By: _____
STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

Approved as to form and legality this _____ day of _____, 2021

JOHN RATLIFF, CITY ATTORNEY

COMANCHE COUNTY, OKLAHOMA

By: _____
ALVIN CARGILL, CHAIRMAN

By: _____
GAIL TURNER, VICE-CHAIRMAN

By: _____
JOHNNY OWENS, MEMBER

ATTEST:

CARRIE TUBBS, COUNTY CLERK

Approved as to form and legality this _____ day of _____, 2021

COUNTY ATTORNEY



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-594

Agenda Date: 11/9/2021

Agenda No: 19.

ITEM TITLE:

Hold a public hearing and to consider an ordinance to change the zoning from A-2 Suburban District to RE Residential Estate District on property located at 1810 SE Skyline Drive, Lawton, OK 73501.

INITIATOR: Janet Smith, Planning Director

STAFF INFORMATION SOURCE: Richard Rogalski, Deputy City Manager
Kameron Good, Planner I

BACKGROUND: 1. This request is located at 1810 SE Skyline Drive. The current zoning is A-2. The proposed use is two single family residential lots. The property owner is Jay R. Hunt.
2. The request is to split the property into two 2.32 acre lots. This new lot size would be less than the minimum allowed by the A-2 zoning district. In the A-2 zoning district "there shall be a lot area of not less than two and one-half (2-½) acres."
3. The zoning of the surrounding area is:
North - A-2
South - A-2
East - A-1
West - R-1
4. Notice of public hearing was mailed to 9 owners of property within 300 feet of the requested area on October 15, 2021 and proper notice was published in The Lawton Constitution on October 25, 2021. No calls for or against have been received.
5. Staff has reviewed the request and recommends approval.
6. On October 14, 2021, the City Planning Commission held a public hearing on this request and voted to recommend approval.

EXHIBIT: Application
Location Map
Ordinance No. 2021-_____
CPC Minutes

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Hold a public hearing and adopt Ordinance No. 2021-_____, waive the reading of the ordinance, read the title only.



CITY OF LAWTON PLANNING DIVISION

212 SW 9th Street, Lawton, OK 73501
Telephone 580-581-3375 Fax 580-581-3573

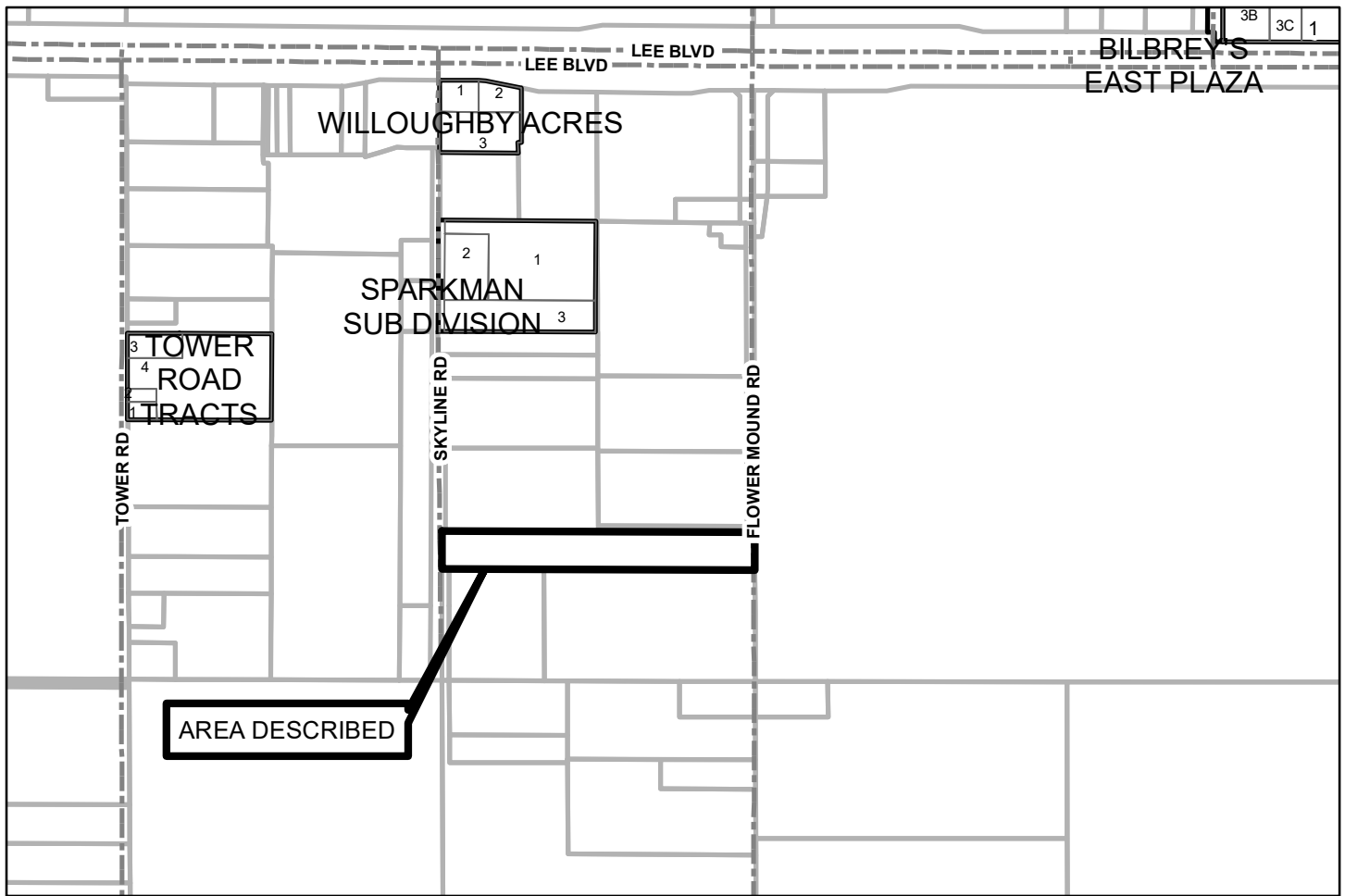
APPLICATION FOR REZONING

1. Applicant(s): JAY R. HUNT Phone 580-355-8000
Address: C/O ROBERT L. ROSS 513 SW C Ave Fax 580-355-8007
2. Owner(s): SAMG Phone SAMG
Address: _____ Fax _____
3. Request Rezoning From: A-2 To: RESIDENTIAL ESTATE
4. Proposed Use (including all buildings to be constructed)
From: UNIMPROVED LAND
To: 2 HOMES, ONE ON EACH HALF OF THE TRACT
5. Street Address or Location: 1810 SE Skyline Dr. Lawton, OK 73501
6. Legal Description of Property: SEE ATTACHED
7. Tract Size: SEE ATTACHED
8. In order that your application can be considered at the next available Planning Commission meeting, you must submit this completed application and all other information to include filing fee to the Planning Division for processing. Due to public hearing notice requirements the Planning Staff will advise you of the earliest date available for consideration by the Planning Commission and City Council. You must submit the following:
 - (a) A completed application form.
 - (b) Proof of ownership of the property or power of attorney from the property owner.
 - (c) Certified list of names and addresses of all property owners within 300 feet of the request. A map showing the 300-foot notification area will be provided to the applicant by the Planning Staff.
 - (d) A filing fee as required by Appendix A, Schedule of Fees and Charges, Lawton City Code.
 - (e) A site plan, basic or detailed, as required by Section 18-1-1-114 of the Lawton City Code. The site plan requirements of Section 18-1-1-114 are located on the back side of this application. Please note: if a detailed site plan is required, the site plan will be part of the rezoning ordinance and will be binding on the development of the property.
9. You may submit any other information you wish to support your request for rezoning.

Signature of Applicant(s)

Signature of Property Owner(s)

Date Submitted: _____



REZONING REQUEST

REQUESTED BY: Jay R. Hunt

ZONING: From A-2 Suburban District
To RE Residential Estates

Legend

 AREA DESCRIBED

AREA DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP ONE (1) NORTH, RANGE ELEVEN (11) WEST, I.M., COMANCHE COUNTY, OKLAHOMA; THENCE N00°01'20"E A DISTANCE OF 471.20 FEET ON THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE S89°47'57"W A DISTANCE OF 889.29 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE S89°37'59"W A DISTANCE OF 404.04 FEET; THENCE N00°07'19"W A DISTANCE OF 157.47 FEET; THENCE N89°58'02"E A DISTANCE OF 633.61 FEET GENERALLY FOLLOWING AN EXISTING FENCE; THENCE N89°24'16"E A DISTANCE OF 660.13 FEET GENERALLY FOLLOWING AN EXISTING FENCE; THENCE S00°01'20"W A DISTANCE OF 159.0 FEET TO THE POINT OF BEGINNING, CONTAINING 4.64 ACRES MORE OR LESS.



MINUTES
CITY PLANNING COMMISSION

Minutes of the City Planning Commission meeting held October 14, 2021 in the City Council Auditorium, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

The agenda for the meeting was posted on the bulletin board in City Hall in compliance with the Oklahoma Open Meeting Act.

The meeting was called to order at 1:30 p.m. by Chairman David Denham.

MEMBERS PRESENT: Ron Jarvis
 Darren Medders
 John Jones
 David Denham
 Neil Springborn
 Paula Bowen

MEMBERS ABSENT: Deborah Jones (excused)
 Shelli Fox (excused)
 Dave Davison (excused)

ALSO PRESENT: Richard Rogalski, Deputy City Manager
 Kameron Good, Planner
 Greg Gibson, Assistant City Attorney
 Ashlynn Foy, Recording Secretary

2. CONSIDER APPROVING THE MINUTES OF THE SEPTEMBER 16, 2021 MEETING.

MOTION by Springborn, SECOND by Medders, to approve the minutes of the September 16, 2021 meeting.

AYES: J. Jones, Medders, Springborn, Jarvis, Denham, Bowen

NAYS: None. ABSTAIN: Bowen. MOTION CARRIED 5 - 0 - 1.

3. HOLD A PUBLIC HEARING AND CONSIDER A CHANGE OF ZONING FROM THE A-2 SUBURBAN DISTRICT TO RE RESIDENTIAL ESTATE DISTRICT ON PROPERTY LOCATED AT 1810 SE SKYLINE DRIVE, LAWTON, OK 73501.

1. *To lessen congestion in the streets.* This property is located on Skyline Drive. This RZ would not cause any congestion on the streets.

2. *To secure from fire, panic, and other dangers.* This property is not within the 100-year floodplain.
3. *To promote health and the general welfare.* All construction, i.e., drives, parking, sidewalks, landscaping, etc., to meet all City Code requirements.
4. *To provide adequate light and air.* This criterion does not apply.
5. *To prevent the overcrowding of land.* The proposed use is two homes. This would not be overcrowded.
6. *To promote historical preservation.* This criterion does not apply.
7. *To avoid undue concentration of population.* This rezoning would allow for the spread of population.
8. *To facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* This property is served by a 2-lane local street in good condition. Adequate water infrastructure serves this lot.
9. *To conserve the character of the district and buildings and encourage the most appropriate land uses.* This property is currently located in a Residential/High District according to the 2030 Land Use Plan. The proposed use is not a change to the land use.

Based upon these facts, it is recommended the request be approved.

Chairman Denham declared the public hearing open.

Bob Ross stated good afternoon, I am an attorney representing the applicant. As staff told you, that's exactly what the end plan is, is to submit a plat with 2 lots on it, equally divided east and west from each other; with another home to be built on the east half. The applicant's brother will be the owner of the other half and build there.

Chairman Denham closed the public hearing.

Rogalski stated just a quick couple of tidbits. This scenario seems like it's going to be estate like subdivisions so, if you were building out in the county you would do chip seal roads and bar ditches to give a certain look to it. In the Residential Estate district, it allows a different level of street standard, you would do strip paving instead of chip seal etc. This district hasn't been used very much and this may be the only place where this property would work well. A-1 has a very large lot minimum standard, so that's what this zone is for. The second thing is, they are about 300 feet from a public sewer and our subdivision code would require them to tie into that line. That's the only catch with this project, otherwise it's a good job.

J. Jones asked Richard, is this an area that will allow flow to a public sewer?

Richard responded yes, let's say in this instance, you couldn't get there from here, we would rather use individual septic systems than to put a pump out there. What we're trying to do is get anyone who can flow to the sewer, to use the sewer.

Chairman Denham asked are the applicants aware of this requirement?

Ross responded yes, they are aware and that's the plan.

Chairman Denham asked any other comments or questions?

MOTION by Medders, SECOND by Jones, to approve a change of zoning from the A-2 Suburban District to RE Residential Estate District on property located at 1810 SE Skyline Drive, Lawton, OK 73501.

AYES: J. Jones, Medders, Springborn, Jarvis, Denham, Bowen

NAYS: None. MOTION CARRIED 6 - 0.

COMMISSIONERS' REPORTS OR COMMENTS

Commissioner Denham stated I would like to say that I did notice that Christine James got a promotion to the Director of Parks and Rec, so we will need to groom someone else to deal with the CDBG funds?

Rogalski stated well, we actually have someone to take over the CDBG funds and housing department. His name is Gary Brooks and he used to be on the board of United Way and so he has a heart for it and has taken to it like a duck on water. I really do think Christine is going to do an outstanding job over there. Also, we have a very good candidate who has accepted the position of Planning Director and she is supposed to start work on Monday.

SECRETARY'S REPORT

None.

AUDIENCE PARTICIPATION

None.

ADJOURNMENT

Meeting adjourned at 1:55 p.m.

David Denham, Chairman
City Planning Commission

ORDINANCE NO. 2021-_____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM THE EXISTING CLASSIFICATION OF A-2 SUBURBAN DISTRICT TO RE RESIDENTIAL ESTATE DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

WHEREAS, the zoning changes to be made by this ordinance have been recommended by the City Planning Commission on October 14, 2021; and

WHEREAS, legal notice has been given and a public hearing held regarding the said changes.

NOW, THEREFORE, be it ordained by the Council of the City of Lawton, Oklahoma, that:

SECTION 1. The following described tract of land, to-wit:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER(NE/4) OF SECTION FOUR (4), TOWNSHIP ONE (1) NORTH, RANGE ELEVEN (11) WEST, I.M., COMANCHE COUNTY, OKLAHOMA; THENCE N00°01'20"E A DISTANCE OF 471.20 FEET ON THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE S89°47'57"W A DISTANCE OF 889.29 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE S89°37'59"W A DISTANCE OF 404.04 FEET; THENCE N00°07'19"W A DISTANCE OF 157.47 FEET; THENCE N89°58'02"E A DISTANCE OF 633.61 FEET GENERALLY FOLLOWING AN EXISTING FENCE; THENCE N89°24'16"E A DISTANCE OF 660.13 FEET GENERALLY FOLLOWING AN EXISTING FENCE; THENCE S00°01'20"W A DISTANCE OF 159.0 FEET TO THE POINT OF BEGINNING, CONTAINING 4.64 ACRES MORE OR LESS.
(Also Known As 1810 SE Skyline Drive, Lawton, OK 73501)

be and the same hereby is changed from the existing classification of A-2 Suburban District to RE Residential Estate District zoning classification.

SECTION 2. The changes be made upon the Official Zoning Map and/or sheets thereof reflecting the changes described in this ordinance and the Mayor and City Clerk are hereby authorized to execute the entry on said Official Zoning Map describing the nature of the changes.

PASSED and APPROVED by the Mayor and Council of the City of Lawton this _____ day of _____, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this _____ day of _____
, 2021.

CITY ATTORNEY

ORDINANCE NO. 2021-_____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM THE EXISTING CLASSIFICATION OF A-2 SUBURBAN DISTRICT TO RE RESIDENTIAL ESTATE DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

Brief Gist

This ordinance changes the zoning classification of property located at 1810 SE Skyline Drive, Lawton, OK 73501 from A-2 Suburban District to RE Residential Estate District zoning classification.

PASSED and APPROVED by the Council of the City of Lawton, Oklahoma, this _____ day of _____, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

(Published in *The Lawton Constitution* this ____ day of _____, 2021.)



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-369

Agenda Date: 11/9/2021

Agenda No:

ITEM TITLE:

Department Roundup - Human Resources

INITIATOR: Craig Akard, Human Resources Director

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBIT:

KEY ISSUES:

FUNDING SOURCE:

STAFF RECOMMENDED COUNCIL ACTION:

HUMAN RESOURCES (HR)



HUMAN RESOURCES

MISSION STATEMENT

The City of Lawton Human Resources Department strives to create and enhance strategic partnerships with citizens, city officials, and city employees through the recruitment, training, and retention of a diverse, quality workforce in order to maximize individual and organizational potential.

HUMAN RESOURCES

- HR is fully staffed, as of November 1st, with 9 employees
- HR has gone through a remolding of sorts in the last few months
 - Newly Promoted Director
 - New Deputy Director
 - Reclassified Safety & Risk Administrator
 - Reclassified Compensation Administrator
 - Promoted Payroll Coordinator
 - New Administrative Assistant II
- Mostly the same personnel except for the Deputy and Admin II

HUMAN RESOURCES

- HR has two distinct functions

Compensation

1. Payroll
2. Benefits
3. Insurance
4. Retirements and resignations (outprocessing)
5. Taxes
6. Tyler Implementation

HUMAN RESOURCES

- HR has two distinct functions

Workforce

1. Recruitment
2. Applications
3. Onboarding
4. Orientation
5. Transfers/Promotions
6. Safety & Risk
7. Tyler Implementation

HUMAN RESOURCES

- HR is responsible for Chapter 17 of City Code
- Numerous policies in the City
- Updating Code and Policies when needed, write new ones if needed
- Monitoring insurance and other vendors (benefit providers)
- Monitor various contracts the City has with vendors
- Spot check on work sites to verify we are following regulations and codes pertaining to safety.

HUMAN RESOURCES

- HR assists employees with paperwork, forms and all questions pertaining to employment, insurance, benefits, etc.
- HR assists employees during disciplinary issues to make sure they are treated fairly and in accordance with code
- While at the same time making sure the City's interest, according to Code, is followed and protected
- We are here to help citizens, employees and staff in any way we can.

HUMAN RESOURCES

- We are currently working on the Tyler implementation of payroll and other related software
- We are close to having a new Applicant Portal opened for applications, making it much easier for citizens, and current employees, to apply for jobs, process applications and notify those not selected.
- Fiscal Year 2020-2021 HR processed
 - Approximately 1300 applications
 - 152 New Employees
- Already hired 77 new employees since July 1, 2021

HUMAN RESOURCES



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City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 21-573

Agenda Date: 11/9/2021

Agenda No: 20.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending claim of Jeffrey Temple and, if necessary, take appropriate action in open session.

INITIATOR: John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Kelea Fisher, Deputy City Attorney

BACKGROUND: The City Attorney desires to discuss with the Mayor and Council the pending claim of Jeffrey Temple, filed by and through his attorney Jonathan Irwin. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced case will seriously impair the ability of the City to defend the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss the pending claim of Jeffrey Temple and, if necessary, take appropriate action in open session.