



**PROFESSIONAL SERVICES
AGREEMENT**

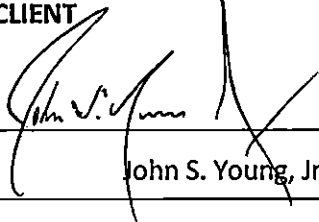
PROJECT NAME: WWTP SCADA Assistance, Design and Integration
CLIENT: Water Works and Sewer Board of the City of Prichard ("PWWSB")
hereby requests and authorizes Jacobs Engineering Group Inc. ("Jacobs") to perform the following Services:

SCOPE OF SERVICES: Refer to Exhibit A Scope of Work

COMPENSATION to be on a basis of:

a Lump Sum amount of \$ 32,000. This Lump Sum includes all charges for professional services, which will be provided by Jacobs and all outside sources and an estimate of expenses. Additional Services authorized in writing or otherwise confirmed by Client will be billed in addition to the lump sum amount as provided in Paragraph 7 on page 2 of this authorization.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **CLIENT**
By: 
Name: John S. Young, Jr.
Title: Sole Member of John S. Young, Jr. LLC, the Receiver of PWWSB
Date: 09.19.24

Accepted for **JACOBS ENGINEERING GROUP INC.**
By: _____
Name: David Stejskal
Title: Vice President
Date: 9/19/24

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JACOBS to proceed with the Services, unless otherwise provided for in this Agreement.
2. **LABOR COSTS.** In the event JACOBS' compensation is calculated by reference to JACOBS' Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JACOBS' employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
3. **DIRECT EXPENSES.** JACOBS' Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JACOBS' current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JACOBS.
4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JACOBS' administrative costs.
5. **COST ESTIMATES.** Any cost estimates provided by JACOBS will be on a basis of experience and judgment. Since JACOBS has no control over market conditions or bidding procedures, JACOBS does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS.** JACOBS shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JACOBS will reperform the deficient Services at no cost to the CLIENT, and JACOBS shall have no liability for repair or replacement, construction rework or other costs. JACOBS makes no warranty, expressed or implied.
7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JACOBS if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JACOBS. In the absence of an express agreement about compensation, JACOBS shall be entitled to an equitable adjustment to its compensation for performing such additional services.
8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JACOBS pursuant to this Agreement, CLIENT must also pay to JACOBS the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JACOBS with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.
9. **LIMITATION OF LIABILITY.** Excluding JACOBS' liability for bodily injury or damage to the property of third parties, the total aggregate liability of JACOBS arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JACOBS under this Agreement. Notwithstanding any other provision of this Agreement, JACOBS shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JACOBS, its employees, or subconsultants.
10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JACOBS is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JACOBS may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JACOBS which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JACOBS to provide such Services.
12. **PAYMENT TO JACOBS / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JACOBS for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to JACOBS, and if such interest exceeds the principal balance of CLIENT's indebtedness to JACOBS, will be returned to CLIENT.
13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JACOBS may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JACOBS. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JACOBS' right to stop work or terminate this Agreement shall not be waived by JACOBS' continued performance during any period of investigation by JACOBS to determine the reasons for CLIENT's nonpayment.
14. **LEGAL EXPENSES.** In the event legal action is brought by JACOBS to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JACOBS reasonable amounts for fees, costs and expenses as may be set by the court.
15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JACOBS is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JACOBS will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JACOBS shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JACOBS is called upon to review submittals from construction contractors, JACOBS shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JACOBS' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JACOBS' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JACOBS shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JACOBS shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JACOBS, in a form satisfactory to JACOBS.
16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
17. **FORCE MAJEURE.** Any delays in or failure of performance by JACOBS shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JACOBS. In the event that any event of force majeure as herein defined occurs, JACOBS shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.
18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JACOBS may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JACOBS to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JACOBS' authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.
19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JACOBS employee wherein such JACOBS employee shall be deemed a third-party beneficiary to this Agreement and the protections in favor of JACOBS, there are no third-party beneficiaries to this Agreement.

1. Introduction

The Water Works and Sewer Board of the City of Prichard (PWWSB) is engaging Jacobs to assist with the assessment of the PWWSB WWTP SCADA system as outlined below. Any follow-on effort will be incorporated by an amendment to this Scope of Work to include design, integration, and engineering services during construction as necessary and agreed to.

2. Scope of Work

2.1 WWTP SCADA Assessment

Jacobs will conduct a 3-day site visit consisting of a 2-hr Kick-off Workshop, a 2-hr site visit to the Carlos Morris WWTP, and 2-1/2 days to visit each of PWWSB 29 wastewater lift stations to assess the condition of the existing SCADA and controls system and gather information on potential areas to improve PWWSB ability to remotely monitor these facilities. Visits will focus on assessing the condition of the existing critical monitoring equipment and determining gaps in monitoring equipment necessary to provide remote monitoring of system status. While at each lift station site, an inventory will be conducted to gather information for use in the assessment and future design effort. Upon completion of the kick-off workshop and site visit, Jacobs will prepare a summary of the visit in a brief technical memorandum and submit to PWWSB for review and feedback. Jacobs will conduct a 1-hr teleconference to review the PWWSB's feedback and finalize a path forward for the remaining phases of the effort after which Jacobs will prepare an amendment to incorporate the remaining effort categorized in Task 2.2 – 2.4 below.

2.2 WWTP and Lift Station SCADA Design and Bid Support (To Be Incorporated by Amendment)

2.3 WWTP and Lift Station SCADA Integration (To Be Incorporated by Amendment)

2.4 WWTP and Lift Station SCADA Construction Support (To Be Incorporated by Amendment)

3. Schedule

- Kick-off Workshop and Site Visit – Within 2 weeks of Notice-to-Proceed
- Submit Assessment Summary Technical Memorandum – Within 2 weeks of Kick-off Workshop and Site Visit
- Review Teleconference – Within 2 weeks of submission of Technical Memorandum

4 Assumptions

- John S. Young Jr. LLC, in its role as Receiver of Water Works and Sewer Board of the City of Prichard (PWWSB) and PWWSB will coordinate available staff to participate in workshop and site visit that have knowledge of plant operations and, if available, existing controls systems including available drawings and other documentation.
- PWWSB will provide staff to escort Jacobs to the 29 wastewater lift stations.
- All deliverables will be made electronically using Word or PDF formats.
- Up to two SCADA engineers and the Project Manager will participate in the Kick-off Workshop and Site Visit as well as the Review Teleconference.