

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF LAWTON
LAWTON, OKLAHOMA**

CONTRACT AMENDMENT NO. 2

This Amendment to Agreement made as of this 12th day of March in the year two-thousand and twenty-four is by and between the City of Lawton, Oklahoma, a municipal corporation, hereinafter referred to as “First Party” or “Owner” and Garver LLC, hereinafter referred to as “Second Party” or “Engineer.”

WITNESSETH

WHEREAS the parties hereto have an agreement for professional services dated June 24th, 2021, for providing Contract Documents for the Project No. PU-21-03: Lawton Wastewater Treatment Plant (WWTP) Improvements – Phase I (Agreement). The parties have previously made an amendment to the original Agreement dated March 9th, 2022.

WHEREAS the parties hereto desire to enter into an amendment to said Agreement to include additional professional services outlined herein, and all provisions of the contract and previous amendments remain in full effect except the additional scope of services in Amendment No. 2.

NOW THEREFORE, that in consideration of the covenants, agreements and representations hereinafter set forth, it is mutually agreed by the parties hereto that the Agreement entered into by the parties on June 24th, 2021, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional assistance pertaining to the preparation of Contract Documents for a new additional screening structure at the WWTP. The ENGINEER will provide the scope of services in conformance with the attached Appendix A – Scope of Services (“Services”) and the applicable contract requirements as specified in the Agreement. The fee schedule for such Services is summarized below:

Task	Amount
Task 5 – Final Design	\$61,200.00
Task 7 – Construction Administration	\$9,100.00
Task 7 – Construction Administration (Additional Progress Meetings)	\$19,200.00
Total Services	\$89,500.00

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Appendix A for a lump sum amount not to exceed three hundred and ninety-nine thousand and seven hundred and fifty dollars (\$89,500.00). Potential Extra Work has also been

enumerated in the Appendix A, under Section 3. In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and ENGINEER will negotiate an additional fee for such work. Any additional fee negotiated must be agreed to in writing by the parties prior to any such extra work commencing. The OWNER represents that funding sources are in place with the available funds necessary to pay ENGINEER.

II. Amendments to Terms and Conditions

N/A

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