

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES
AGREEMENT FOR WATER SYSTEMS and WASTEWATER
TREATMENT PLANT COMPLIANCE PROJECTS**

between

TRADITIONAL INSPECTION ONSITE SERVICES, LLC.

And

CITY OF LAWTON

CONTRACT AMENDMENT NO. 1

This Amendment to Agreement made as of this 8th day of October 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 Traditional Inspection Onsite Services, LLC, hereinafter referred to as “Second Party” or “Resident Project Representative (RPR).”

WITNESSETH

WHEREAS the parties hereto have a Professional Services Agreement for Water System and Wastewater Treatment Compliance Projects dated June 22, 2021, for providing professional QA/QC inspection services for multiple Public Utilities’ Water and Wastewater projects

WHEREAS the parties hereto desire to enter into an amendment to said Agreement to extend the professional services outlined herein, and all provisions of the contract remain in full effect except as noted in this Amendment No. 1

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 22, 2021, is further amended as follows:

I. Extension of Professional Services

The RPR will provide professional inspection services pertaining to for Water System and Wastewater Treatment Compliance Projects. The RPR will provide the scope of services in conformance with the attached Exhibit B-2 – Scope of Services (“Services”), Exhibit B-3 - Rate Schedule (Fee Schedule) and the applicable contract requirements as specified in the Agreement.

The OWNER will compensate RPR for engineering work associated with the Services outlined in Exhibit B-2 for a lump sum amount not to exceed eight hundred twenty-one thousand dollars (\$821,000.00). In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and RPR 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 RPR.

II. Commencement and Termination

This agreement shall commence on the 8th day of October, 2024, and remain in full effect for 3 Professional Services Agreement

years (1095 calendar days). This agreement shall terminate upon sixty (60) days of written notice by mutual agreement of the parties or by either party, with or without cause. Upon expiration or sooner termination of this agreement, the RPR will immediately deliver any/all documents and/or materials pertaining to said professional services to the City, which shall become property of the City.

All other requirements of the Agreement remain in effect except those changed by contract amendments herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Traditional Inspection Onsite Services, LLC

By: 

Printed Name: Al Ramirez

Title: Owner

OWNER

APPROVED by the Council and signed by the Mayor for the City of Lawton this _____ day of _____, 20_____.

THE CITY OF LAWTON
A Municipal Corporation,

By: _____

MAYOR STANLEY BOOKER

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 20_____.

JOHN ANDREW, CITY ATTORNEY