

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

CONTRACT AMENDMENT NO. 4

This Amendment to Agreement made as of this 6th day of February 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 a Master Service Agreement for professional services dated June 27, 2023, for providing Profession Engineering services for Public Utilities Projects.

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. 4.

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 27, 2023, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional assistance pertaining to the preparation of design, bidding, and construction services and documents for drainage improvements along Numu Creek. The ENGINEER will provide the scope of services in conformance with the attached Exhibit B2 – Scope of Services (“Services”), Exhibit B3 - Rate Schedule (Fee Schedule) and the applicable contract requirements as specified in the Agreement.

The OWNER will compensate ENGINEER for engineering work associated with the Services outlined in Exhibit B2 for a lump sum amount not to exceed six hundred eighty-seven thousand eight hundred twenty-five (\$687,825.00). In the event OWNER requests extra work be performed that is not already identified in the tasks above or the amended Agreement, OWNER and 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.

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.

ENGINEER

By: Mary E Mach
Printed Name: Mary Elizabeth Mach, PE

Title: Vice President

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_____.

TIM WILSON, ACTING CITY ATTORNEY