



CITY OF LAWTON

FINANCE DEPARTMENT

February 15, 2024

Matheson Tri-Gas, Inc.
Attn: Jon Owen
909 Lake Carolyn Pkwy Ste 1300
Irving, TX 75039

RE: Contract CL23-015 Liquid Oxygen

Dear Jon,

Your contract with the City will expire on **April 30, 2024**. There are provisions that will allow this contract to be extended for an additional year upon mutual agreement of the City and your company. This letter is an initial notice to determine if your company wishes to extend this contract. Please, note that the extension must be under the same terms and conditions of the original agreement. Please, provide your response by **February 29, 2024**

We have included a copy of the extension document for your completion. This is done to decrease the paper flow between our offices. Please, note the appropriate department still must accept the extension. Once both parties have agreed to the extension, it will be processed for City Council approval. If the appropriate department does not wish to extend, your office will be notified.

If either your company or the City department does not wish to extend, this contract will expire. You will be notified if action will be taken to rebid the contract, or if the City no longer needs the goods/services covered by the contract.

Please, notify this office of your decision to extend, or not extend, the contract. **If you wish to extend, please sign, notarize and return the Contract Extension Form by email AND via USPS.** Please, contact colbie.garrett@lawtonok.gov for any questions.

Thank You,

Colbie Garrett
Colbie Garrett
Buyer, Financial Services

CONTRACT EXTENSION FORM

CONTRACT TITLE: Liquid Oxygen
CONTRACT NUMBER: CL23-015

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to April 30, 2025, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 29th day of February, 2024.

AFFIDAVIT:

STATE OF TEXAS COUNTY OF DALLAS

I, Mike Skrjanc (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension 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 extension of the contract described above. 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 vendor 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: Matheson Tri-Gas, Inc.

Address: 909 Lake Carolyn Pkwy STE 1300

Irving, TX 75039
(City, State, Zip)

Phone: 972-560-5700

Mike E. Skrjanc

SIGNATURE OF AUTHORIZED AGENT

Mike Skrjanc / Vice President of Product Management

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 29th day of February, 2024.

Michelle Smith

Notary Public

My Commission expires: 7/16/27

City of Lawton, Oklahoma
A Municipal Corporation



ATTEST:

Stanley Booker, Mayor

CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20____

CITY ATTORNEY