

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

CONTRACT AMENDMENT NO. 9

This Amendment to Agreement made as of this 16th day of August in the year two-thousand and twenty-one 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 December 9, 2014, for conducting an Alternative Water Supply Feasibility study (Agreement). The parties have previously made eight amendments to the original Agreement: (1) Amendment No. 1 dated May 26, 2015; (2) Amendment No. 2 dated January 12, 2016; (3) Amendment No. 3 dated December 14, 2017; (4) Amendment No. 4 dated November 13, 2018; (5) Amendment No. 5 dated November 12, 2019; (6) Amendment No. 6 dated December 13, 2019; (7) Amendment No. 7 dated September 8, 2020; (8) Amendment No. 8 dated November 24, 2020; and

WHEREAS the parties hereto desire to enter into a ninth 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. 9.

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 December 9, 2014, is further amended as follows:

I. Additional Professional Services

The ENGINEER will provide professional engineering assistance pertaining to the provision of design, bidding, and construction administration services for supervisory control and data acquisition (SCADA) for the Medicine Park Water Treatment Plant (MPWTP), the Southeast Water Treatment Plant (SEWTP), and the Water Distribution System. The ENGINEER will provide the scope of services in conformance with the attached Appendix A – Scope of Services and the applicable contract requirements as specified in the agreement. The fee schedule for such services is summarized below:

Task	Amount
Task 1 - Project Management	\$49,100.00
Task 2 - Radio Path Study	\$27,000.00
Task 3 - Preliminary Design	\$129,400.00
Task 4 - Final Design	\$141,500.00
Task 5 - Contractor Pre-Qualification	\$23,200.00
Task 6 - Bidding Services	\$31,000.00
Task 7 - Construction Phase Services	\$72,400.00
Task 8 - Application Engineering Services	\$376,500.00
Task 9 – Project Implementation	\$117,800.00

Task	Amount
Total Services (Lump Sum)	\$967,900

The OWNER will compensate ENGINEER for engineering work associated with the services relating to Task 1 through Task 9 outlined in the Scope of Services of Appendix A for a lump sum amount not to nine hundred sixty-seven thousand nine hundred dollars (\$967,900.00).

Task	Amount
Task 10 – Programming Support	\$250,000
Total Services (Rate Schedule)	\$250,000

The OWNER will compensate ENGINEER for engineering work associated with the services relating to Task 10 in the Scope of Services of Appendix A on a rate schedule at the agreed upon rates for each classification of ENGINEER's personnel (may include contract staff classified at ENGINEER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to ENGINEER under Task 10 of this Amendment is not exceed two hundred and fifty thousand dollars (\$250,000.00). For informational purposes, the ENGINEER's rate schedule is included in Appendix B – Rate Schedule with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022. Notwithstanding the foregoing, ENGINEER shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event ENGINEER shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Potential Extra Work has also been enumerated in the Appendix A, under Section 11. 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.

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

ENGINEER

By: 

Printed Name: Randy McIntyre

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:

TRACI HUSHBECK, CITY CLERK

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

JOHN RATLIFF, CITY ATTORNEY