



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
Clinton Sewer Relocations Along I-40 Near Exit 65
Clinton, OK
Project No. 22W02360**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Clinton ("Owner") and Garver, LLC (Garver), dated June 20, 2023 referred to in the following paragraphs as the "Agreement."

This Amendment adds Construction Observation and Property Acquisition Documents to the Clinton Sewer Relocation Along I-40 Near Exit 65.

The Agreement is hereby modified as follows:

SECTION 7 – ADDITIONAL SERVICES

The following language replaces the language in Section 7 of Exhibit B of the Agreement:

7.1 Construction Observation

During the construction phase of work, Garver's Resident Project Representative will accomplish the following:

1. Attend progress/coordination meetings with the Owner/Contractor.
2. Maintain a file of quantities incorporated into the work, a set of working drawings and prepare and furnish record drawings.
3. Provide full-time resident construction observation services for the 180-calendar-day construction contract performance time.
4. Keep daily work reports which note hours worked on the project site, weather conditions, list of visitors, and number of men and type of equipment working.
5. Coordinate and schedule materials testing.
6. Review material testing reports.
7. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The contract will require full-time observation. Garver anticipates that this observation will be addressed with a single Resident Project Representative, with additional observation manpower as needed for additional fee based on the rate schedule. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the



construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

EXHIBIT C (COMPENSATION SCHEDULE)

The following language is added to Exhibit C of the Agreement:

TASK 7 – Construction Observation	\$156,151.50	Rate Schedule
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The following language is removed from Section 8 of Exhibit B of the Agreement and added to Section 7 of Exhibit B of the Agreement:

Property Acquisition Documents

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

[Signature Page to Follow]



This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Clinton

GARVER, LLC

By: _____
Signature

By: Mary Elizabeth Mach
Signature

Name: _____
Printed Name

Name: Mary Elizabeth Mach
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 12/12/23

Attest: _____

Attest: Thomas Felwick