

Amy Jones

From: Gene McCullough
Sent: Friday, February 2, 2024 10:28 AM
To: Amy Jones
Cc: Robert Johnston
Subject: Fw: Clinton Sewer Amendment No. 2 - Easement Acquisition
Attachments: Garver Standard Contract Amendment 2.pdf

Should we get this on the PWA agenda?

Thanks, gene

From: Helvick, Thomas M. <TMHelvick@GarverUSA.com>
Sent: Friday, February 2, 2024 10:22 AM
To: Gene McCullough <Gene.McCullough@clintonok.gov>; Robert Johnston <Robert.Johnston@clintonok.gov>
Cc: Callies, Bryce M. <BMCallies@GarverUSA.com>
Subject: Clinton Sewer Amendment No. 2 - Easement Acquisition

Good morning Gentlemen,

Attached is an amendment to the Sewer Relocation Contract to perform the easement acquisition required to complete construction. If you could please review this amendment and if acceptable sign and return it so we can start the process for acquiring this easement.

A quick update on the water and sewer designs; we are pushing ODOT to finalize their review but initially we are hearing that ODOT does not believe all the waterline relocations are required. Again, we are working with them to get a final answer on which waterlines ODOT will pay to relocate and which they will not. Nonetheless, I wanted to prepare you so once we get that final answer you can decide how the City wants to proceed.

Let me know if you have any questions or want to discuss the amendment further.

Thanks,



Thomas Helvick, PE

Project Engineer

Water Team

918-858-4887

918-557-5138



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

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 ("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 Easement Acquisition 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 adds to the language in Section 7 of Exhibit B of the Agreement:

7.2 Easement Acquisition

Garver and/or Garver's subconsultant will be delivering appropriate documents for the procurement of the new utility easement as well as a document showing proof of successful procurement. The services and documents to be provided are summarized below:

- Acquisition/Negotiation Services
 - Secure all necessary ownerships for permanent sanitary sewer easement. The easement shall be for up to 375 linear feet (LF) long by 10 LF wide. See Attachment A.
- Title Services
 - Prepare title report to establish record of ownership and determine legal signatories for the easement acquisition.
- Market Analysis
 - Prepare a comparative market study of land value to determine offer amount.
- Appraisal and lien/mortgage releases are not included in Subconsultant's scope.

EXHIBIT C (COMPENSATION SCHEDULE)

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

TASK 7.2 – Easement Acquisition	\$8,120	Rate Schedule
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The following Hourly Rate Schedules are added to Exhibit C of the Agreement:

Easement Acquisition	
Acquisition Agent	\$99.00
Project Manager	\$105.00
Surveyor	\$165.00

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



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

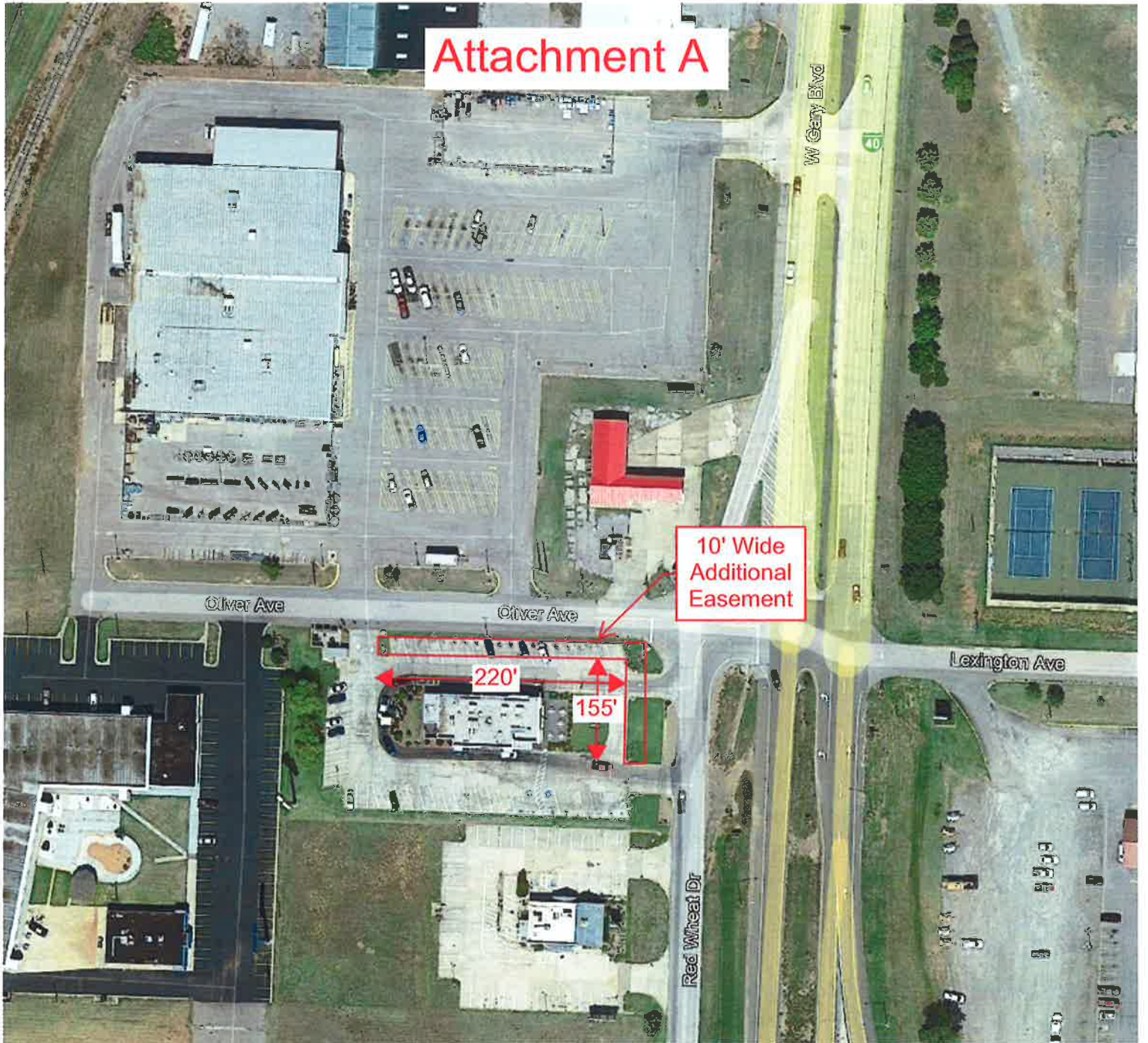
Date: _____

Date: January 31, 2024

Attest: _____

Attest: Thomas Schick

Attachment A



10' Wide
Additional
Easement

220'

155'

Oliver Ave

Oliver Ave

W Gary Blvd

Lexington Ave

Red Wheat Dr