

Robert Johnston

From: Helvick, Thomas M. <TMHelvick@GarverUSA.com>
Sent: Monday, November 18, 2024 1:15 PM
To: Robert Johnston; Gene McCullough
Cc: Callies, Bryce M.
Subject: Clinton Water and Sewer Relocation - Amendment
Attachments: Garver Standard Prime or Sub Contract Amendment 1 - Water Redesign.pdf; Garver Standard Prime or Sub Contract Amendment 3 - Sewer Redesign.pdf; Sewer Engineering Approval - Clinton Additional Services 2.pdf; Water Engineering Approval - Clinton Additional Services .pdf

Good afternoon,

We received notice from ODOT that the roadway will likely be changing their design which will impact our water and sewer design. We have gotten the attached approval from ODOT for them to accept the additional cost of us redesigning the water and sewer lines at West Gary and Lexington Ave.

Attached are our amendments for the water and sewer redesign, if you could please review and if acceptable please start the process to get them signed so we can start working on this additional design.

Let me know if you have any questions.

Best,



Thomas Helvick, PE

Project Engineer

Water Team

📞 918-858-4887

📠 918-557-5138



November 18, 2024

Mr. Robert Johnston, Manager
City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601

Dear Mr. Johnston:

Subject: J/P 31842(04) Construction, J3-1842(004)
J/P 31842(06) Utilities, NHPPI-4000(140)UT
Custer County, I-40
Amended Engineering Approval

We have a letter of November 15, 2024 requesting an increase to the engineering "cost-not-to-exceed" amount for **Garver** to perform additional engineering for the rearrangement of your existing facilities within the limits of this highway project. This project is on I-40 at Exit 65, I-40B West JCT in Clinton.

We approve your request for additional funds in the amount of **\$21,500.00** which would increase the original cost-not-to-exceed amount of **\$321,875.00** to **\$343,375.00**. The amount paid for engineering will be computed on actual time expended for services rendered, at the rates presented in the engineer's schedule. Engineering services may include, but are not limited to, preliminary engineering, design, preparation of plans and specifications, necessary surveying and inspection for the complete facility rearrangement to accommodate the roadway construction.

Unless there is a change in the scope of the project or unforeseen aspects concerning the rearrangement of the facilities, adjustment of the cost-not-to-exceed amount for engineering services will not be considered.

When submitting a claim for payment, the claim must be accompanied by a detailed employee time record. The employee time record must include the following information: employee name, job title, day/time of work performed. Please forward a copy of this Engineering Approval letter to Garver, LLC.

If we can be of further assistance, please call me at 405-388-6608.

Thank you.

Christopher Owens

Christopher Owens,
District 5 Utility Manager

CERTIFICATION OF CONSULTANT OR LAND SURVEYOR

I hereby certify that I am the Vice President and duly authorized representative of the firm of Garver, LLC, whose address and telephone number is 750 SW 24th St. Suite 200 Moore, OK 73160 405-329-2555, and

That, except as expressly stated and described herein, neither I nor the firm of Garver, LLC has, in connection with its contract with The City of Clinton, which has entered into pursuant to provisions of an agreement between the aforementioned Utility Owner and the State of Oklahoma, as part of the highway project 31842(04) I-40 Exit 65 :

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm, company or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or
- (b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
- (c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract.

(Statement and explanation of exceptions, if any):

I hereby further agree to promptly and expeditiously prepare a Utility Relocation Agreement Form and Proposal of Work, containing detailed cost estimates and plan drawings, for the adjustment-relocation of Utility Owner's Sanitary Sewer within this project. These documents are to be submitted to our Utilities Manager, Mr./Ms. Simon Winlock, Department of Transportation, P.O. Box , 200 NE 21st St. OKC, Oklahoma 73105.

I acknowledge that this certificate is to be furnished to the State of Oklahoma, Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

November 15, 2024
Date

Mary E. Meek
Signature

P.E. or L.S. Number 24903



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

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3 ("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 Sewer Redesign Services 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:

7.3 SEWER REDESIGN SERVICES

Once Garver receives written approval from Owner on Final Roadway design, Garver will begin redesign of approximately 200 linear feet of the West Gary and Lexington Ave intersection sewer. During this redesign phase of the Project, Garver will perform the following:

- Review the final roadway design and determine the impacts to the proposed sewer design
- Produce a draft revision document to be considered by the owner prior to making the necessary changes to the drawings, OPCC, and specifications
- Revise the necessary plan and profile sheets
- Revise the summary of quantities
- Revise the OPCC with a 15% contingency in accordance with an AACE Class 2 OPCC
- Revise the Final Specification
- Combine and submit the Final Design to be Issued For Bidding

It is assumed that no additional survey or SUE will be needed.

EXHIBIT C (COMPENSATION SCHEDULE)

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
TASK 7.3 – SEWER REDESIGN SERVICES	\$21,500.00	RATE SCHEDULE

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: November 15, 2024

Attest: _____

Attest: Thomas Schick