



DATE: November 25, 2025

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Nathan Madenwald, Utilities Engineer

SUBJECT: Contract K-1920-59 – Garver LLC On-Call Engineering
Bishop Creek Failed Aerial Crossing Engineering Services

BACKGROUND:

Contract K-1920-59 with Garver LLC was approved on October 15, 2019, for on-call engineering services. An existing aerial crossing failed during flooding events and was identified on May 7, 2025. An emergency declaration was issued by the City Manager to address the failed sewer crossing. Temporary repairs were completed to immediately stop the sewer discharge but a permanent solution required an engineered design and bidding of the project.

DISCUSSION:

Staff reached out to Garver LLC to complete engineering services on a time and materials basis under the existing on-call contract. Subsequent to completion of the design, Garver LLC provide a proposed task order for the work performed for the design and additional, though minimal, construction services.

Proposed Task Order #04 under this contract in an amount not-to-exceed \$10,000 is recommended for approval.

Reviewed by: Chris Mattingly, Director of Utilities *CM*

11-26-25
Date

[Signature]
Signature

☒ APPROVED
☐ DISAPPROVED

BY:

☒ Darrel Pyle, City Manager
☐ Shannon Stevenson, Assistant City Manager

cc: Anthony Purinton, Assistant City Attorney
Kenneth Giannone, Capital Projects Engineer

office memorandum

**NORMAN UTILITIES AUTHORITY
ON CALL ENGINEERING SERVICES
CONTRACT K-1920-59**

TASK ORDER

#04

Effective Date: August __, 2025

End Date: November __, 2025

Norman Utilities Authority (OWNER), pursuant to its "on call contract" with Garver, LLC (ENGINEER) dated October 22, 2019 hereby authorizes Notice-To-Proceed for the following Work:

Scope:

ENGINEER shall perform professional services needed for emergency design and other services as noted in this scope of services for repair and improvements to the OWNER's 18-inch aerial sewer line located at The Flats at Norman crossing Bishop Creek:

ENGINEER will hold one (1) virtual emergency design meeting to discuss the design parameters for the sewer line. ENGINEER will incorporate the comments agreed to by OWNER and ENGINEER to complete the emergency design phase. This submittal will include limited bidding documents. ENGINEER will also include the following:

- A. Project management agreed upon by OWNER and ENGINEER including coordination meeting with OWNER documented herein.
- B. Due to the expedited schedule required of this project, ENGINEER and OWNER agree to forego the need for survey, geotechnical evaluation, and other traditional design methods.
- C. Survey and traditional plan and profiles drawings are not included in the scope. ENGINEER will provide one plan sheet and one standard detail page using OWNER's GIS sewer line database, USGS topography maps, and referencing OWNER's standard specifications.
- D. Provide one (1) PDF of final drawings to OWNER. Bidding services will be handled by OWNER.
- E. When authorized by OWNER during construction phase ENGINEER will assist with one or more of the following:
 1. Review and respond to up to two (2) submittals.
 2. Review and respond to up to two (2) RFI's.
 3. Prepare one (1) change order.
 4. Provide record drawings incorporating any change order, field changes, or Contractor revisions. All information provided by Contractor or OWNER's field representative is considered as correct.

Extra Work:

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Wastewater modeling.

- Field survey
- Geotechnical work
- Warranty Assistance.
- SSES, I&I analysis, and/or sewer system survey.
- Review of pay applications
- Construction Observation
- Prepare to serve as an expert witness on behalf of Owner.
- Repairment of additional sewer lines not defined and agreed upon by ENGINEER and Owner
- Design of any utility relocation

Cost:

For Services set forth above, OWNER will pay ENGINEER as follows:

TASK	FEE AMOUNT	FEE TYPE
Emergency Aerial Sewer Design and Construction Phase Services	\$10,000	LUMP SUM
TOTAL FEE	\$10,000	LUMP SUM

The lump sum amount to be paid under this Work Order is \$10,000. Any unused portion of the fee, due to delays beyond ENGINEER's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2026.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay ENGINEER as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, 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 agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026.

APPROVED BY NORMAN UTILITIES
AUTHORITY

Signature: _____

Title: _____

Date: _____

APPROVED BY GARVER, LLC

Signature: _____

Title: _____

Date: _____