

**AMENDMENT NO. 1
TO CONTRACT K-2021-50
FOR
ENGINEERING SERVICES**

This Amendment No. 1 (AMENDMENT) dated this _____ day of _____ 2025 is made a part of Contract K-2021-50 (AGREEMENT) dated December 10, 2020, between the Norman Utilities Authority (OWNER) and Garver, LLC (GARVER) for professional engineering services.

- 1. The Scope of Services of GARVER of said Agreement are amended and supplemented as described in Attachment A, attached hereto and incorporated by reference herein.
- 2. The method of payment for services rendered by GARVER shall be set forth in Attachment B, attached hereto and incorporated by reference herein.

Acceptance of the terms of this AMENDMENT is acknowledged by the following authorized signatures of the parties to the AGREEMENT. All other particulars in the original AGREEMENT, and not specifically referenced in this AMENDMENT remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and GARVER have executed this AMENDMENT.

DATED this _____ day of _____ 2025.

Garver, LLC - GARVER

By: Mary E. Mack
 Title: Vice President

ATTEST

[Signature]
Project Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 9th day of March, 2025.

[Signature]
 City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2025.

ATTEST

By: _____
 Title: _____

ATTACHMENT A

SCOPE OF SERVICES

The following language is added to Attachment B of the Agreement:

- 2.0 – Final Design: Garver will redesign a new conveyor system after previously designing a conveyor system that reused existing equipment through 100% and bidding. The design will include upsizing the existing elevated horizontal conveyor and centrifuge feed pump to fit in existing pump footprint and handle the capacity of the new dewatering equipment.
 - Final Design will include up to six (6) construction plans and two (2) technical specifications.
 - Opinion of Probable Construction Cost (OPCC) (AACE Class 2: +15% to -5%)
 - Garver will conduct a hybrid Final Design Workshop with up to three (3) Garver Staff to review final design with Owner where meetings minutes will be taken and comments will be collected. Garver will review, consider, and incorporate upon agreement one (1) round of Owner Comments a final version of the final construction documents.
 - Garver will furnish one (1) electronic will submit construction documents to Owner.
- 4.1 – Construction Administration:
 - 4.1.3 Evaluate, respond, and approve up to four (4) construction material submittals and shop drawings.
- 5.0 – As-Built Services and O&M Manual Update
 - Additional redlines for as-builts and update O&M manual for elevated horizontal conveyor and centrifuge feed pump.

The following language is to be replaced in Attachment B of the Agreement:

- 6.0 – Construction Observation Services

In addition to services listed in Task 4.0, part-time construction observation is included. Construction observation services will supplement construction administration and provide or accomplish the following:

- Provide part-time construction observation services for the construction contract performance time. The proposed fee is based on a maximum of 200 hours of inspection during the construction contract performance time.
- Consult with and advise the Owner during the construction period.
- Maintain a working knowledge of the construction progress.
- Coordinate potential plan changes to the original construction documents.

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.

ATTACHMENT B

COMPENSATION

The following language will replace Attachment C of the Agreement:

The OWNER will compensate GARVER on a lump sum and hourly, not to exceed (NTE) basis for the SERVICES rendered. The lump sum fee and hourly NTE is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
1	Preliminary Engineering	\$99,000		\$99,000
2	Final Design	\$132,000	\$31,805	\$163,805
3	Bidding Services	\$33,000		\$33,000
4	Construction Phase Services	\$49,500	\$10,936	\$60,436
5	As-Built Services and O&M Manual Update	\$16,500	\$1,754	\$18,254
	Lump Sum Subtotal	\$330,000	\$44,495	\$374,495
6	Construction Observation Services	\$60,000	(\$30,000)	\$30,000
7	Application Engineering	\$25,000		\$25,000
	Hourly NTE Subtotal	\$85,000		\$55,000
Total	Project Total	\$415,000	\$14,495	\$429,495

GARVER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to GARVER's interim statements.