

AMENDMENT NO. 2
AGREEMENT FOR PROFESSIONAL SERVICES

This is an amendment, AMENDMENT NO. 2, attached to and made a part of the AGREEMENT, dated September 12, 2017, between the Norman Tax Increment Finance Authority (OWNER) and Garver, LLC (CONSULTANT) for professional engineering services as necessary to design and coordinate among other entities the widening, reconstruction and intersection modifications for Tecumseh Road at 24th Avenue NW and at North Flood Avenue.

WHEREAS, the OWNER intends to widen the signalized intersection of Tecumseh Road at 24th Avenue NW and the intersection at North Flood Avenue to accommodate additional turn lanes. Specific improvements include roadway widening to Tecumseh Road and North Flood Avenue to provide sufficient storage and tapers for added turn lanes, adding storm sewer inlets and pipe, and modifying the fully actuated traffic signals. Additionally, the OWNER intends to reconfigure the north leg of the Tecumseh Road at 24th Avenue NW intersection and reconstruct and extend 24th Avenue NW north of Tecumseh Road to North Flood Avenue. At North Flood Avenue, a right-turn only slip lanes will be designed to allow southbound traffic on Flood Avenue to exit onto southbound 24th Avenue NW. No new access to North Flood Avenue will be allowed from 24th Avenue NW. The project will update the overall pavement marking and striping plans, maintain the interconnectivity with other Tecumseh Road and Flood Avenue fiber optic traffic signal interconnection systems.

Since the project location is near the end of the main runway of Max Westheimer Airport, state and national aviation permitting will be required. The CONSULTANT will prepare these permits for the OWNER to submit accordingly.

Because of the work prescribed above, additional coordination meetings with the OWNER will also be required.

WHEREAS, all provisions of Contract No. K-1718-53 not in conflict with this amendment shall hereinafter remain in full force and effect,

WHEREAS, Engineer is prepared to provide additional services in support of the project.

NOW THEREFORE, in consideration of the promises contained in said AGREEMENT and this AMENDMENT NO. 2, Owner and Consultant agree as follows:

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the additional services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the additional services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 – COMPENSATION

OWNER shall pay CONSULTANT **One Hundred Fifty-Five Thousand One Hundred Ninety Eight Dollars (\$155,198.00)** for additional services in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 – OWNER’S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, Owner’s Responsibilities.

IN WITNESS WHEREOF, OWNER and Garver, LLC have executed this Amendment No. 2.

DATED this__ the day of _____, 2025.

Norman Tax Increment Finance Authority
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

Secretary

Garver, LLC
(CONSULTANT)

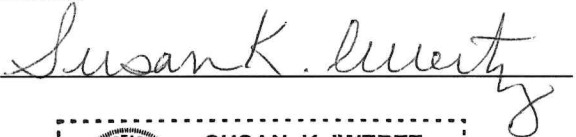
Signature 

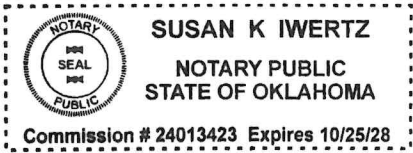
Name J. Bret Cabbiness, PE

Title Sr. Project Manager

Date August 12, 2025

Attest:





Approved as to form and legality this ____ day of _____ 2025.

City Attorney

ATTACHMENT A – SCOPE OF SERVICES

General

The OWNER requires the professional services of the CONSULTANT to design and coordinate among other entities the following items: additional storm sewer design between 24th Avenue NW and North Flood Avenue along the south side of Tecumseh Road; coordination with Max Westheimer Airport and draft Federal Aviation Administration (FAA) permitting; additional survey for areas not covered in the original agreement for services. The OWNER also has requested design services for intersection modifications to the north leg of 24th Avenue NW and Tecumseh Road and extend 24th Avenue NW to Flood Avenue and connect with right-turn slip lanes. The right-turn slip lanes will allow drivers traveling south bound on Flood Avenue north of Tecumseh Road to connect to 24th Avenue NW directly. The connection will not allow drivers traveling north on 24th Avenue NW to access Flood Avenue.

Specific tasks will consist primarily of the following:

1. Meetings

Additional meetings are anticipated for the Project.

1. Project Coordination and Progress Meetings. Additional meetings will be scheduled with the Owner for project coordination and monthly progress updates.
2. NEPA Coordination Meeting. A NEPA coordination meeting will be scheduled by ODOT to clarify the project scope and discuss the responsibilities of the Owner/City, the NEPA Consultant, and the timelines for the project deliverables.

2. Additional Survey

Additional topographic survey to update and include public infrastructure and commercial development constructed since the original survey was completed in 2018 that is anticipated to cause design changes. The additional survey areas include:

1. An area including a 150-foot swath width approximately 200 L.F. long, beginning at a point along the centerline of Tecumseh Road approximately 1,350 L.F. east of the intersection of Flood Avenue is required for the widening and taper of Tecumseh Road.
2. A 100-foot-wide swath along the north side of Tecumseh Road beginning at the northeast corner of the intersection of Flood Avenue and Tecumseh Drive (OnCue Site) extending east 325-feet past the commercial drive.
3. a 60-foot-wide swath along the south side of Tecumseh Road between 24th Avenue NW and Flood Avenue to identify newly constructed infrastructure.
4. And a 150-foot-wide survey swath along 24th Avenue NW beginning at the north curbline of Tecumseh Road and extending north to the intersection of North Flood

Avenue to accommodate the intersection modifications at 24th Avenue NW and the new right-turn only slip lane ramp off Flood Avenue onto 24th Avenue NW.

3. Utility Potholing

CONSULTANT'S subconsultant will utilize the OKIE one-call locate service to identify and mark the known underground utilities. CONSULTANT'S subconsultant will hydro-excavate up to fifteen (15) potholes at critical locations that will affect the project's design, to verify size and locations of known underground utilities. The pothole locations will be performed at depths up to 6 feet deep. Potholes shall be performed in unpaved locations only. The depths and locations of each of the utilities will be noted and shown in the plans. CONSULTANT cannot be held responsible for existing utilities that are not field located by the OKIE one-call locate service. In up-paved areas, potholes will be backfilled with insitu-material and sodded. Payment will be based upon unit prices for each pothole in unpaved areas. Any potholes in addition to those noted herein will be paid on a per pothole basis as approved by the Owner.

4. Drainage System Expansion Analysis and Design

The OWNER requests the CONSULTANT to extend the enclosed drainage system as necessary to minimize or remove the open ditch between Tecumseh Road and the Max Westheimer Airport north property line. Changes to the existing stormwater flow will require a drainage analysis to ensure the existing pipe network has the capacity to handle the new flow and verify there will not be any changes to the function of the existing pipe network upstream or downstream.

5. Roadway and Traffic Design of 24th Avenue NW, North of Tecumseh Road

The OWNER has requested the CONSULTANT to provide a detailed design for the intersection modifications and widening of 24th Avenue NW from Tecumseh Road to the intersection of North Flood Avenue. Work will include intersection modifications (roadway geometrics and traffic signal upgrades) at Tecumseh Road and roadway extension of 24th Avenue NW from Tecumseh Road for approximately nine hundred feet (900') to North Flood Avenue. The design will include a right-turn only slip ramp from southbound North Flood Avenue to southbound 24th Avenue just north of the existing cul-de-sac.

This design work consists of establishing a new pavement typical section, horizontal and vertical alignment, storm sewer design (as needed), plan & profile plan sheets, cross sections, traffic signal modifications and pedestrian signal relocation, and new connecting sidewalks and wheelchair ramps to meet ADA guidelines and the City of Norman standards.

6. Max Westheimer Airport Coordination

Due to the proximity of the project being within the airport's Runway Protection Zone (RPZ), Federal Aviation Administration (FAA) Form FAA7460-1 (air spacing permit) and subsequent Oklahoma Department of Aviation Administration (ODAA) Aircraft Pilot and Passenger Protection Act (APPPA) permit applications will be required. The Engineer will assist in the

completion of the applications and submit them on the behalf of the Owner. The Owner will be responsible for all permitting fees. The applications will be reviewed by the agencies and may require mitigation efforts. Any additional design services required during the permitting process are not included.

7. Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Design of any additional utility relocations.
3. Additional hydraulic analyses of drainage structures not already mentioned.
4. The preparation of an Engineering Report of any kind, including the preparation of an Engineering Report Standard Form for submission to ODEQ.
5. Application for a Permit to Construct submitted to ODEQ.
6. Utility potholing in excess of the allowance provided.
7. Coordination with the USACE and preparation/submittal of an Individual or Nationwide 404 permit.
8. Construction materials testing.
9. Construction administration and inspection.
10. Construction observation.
11. Front end sections of construction contract documents.
12. Environmental Handling and Documentation including wetlands identification or mitigation plans for other work related to environmentally or historically (culturally) significant items.
13. Services after construction, such as warranty follow-up, surety work, etc.
14. Additional survey for waterline design.
15. Redesign due to permitting with the FAA or ODAA.

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

ATTACHMENT B – SCHEDULE

The CONSULTANT shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Right-of-Way and Utility	120 days from Approval of Amendment No. 2
Final Plans for Review	90 days from Approval of Right-of-Way and Utility Plans
Plan-In-Hand Meeting	Determined by OWNER
Final Plans	90 days after OWNER comments and Plan-In-Hand

ATTACHMENT C - Amendment No. 2**K-1718-53****The City of Norman****Tecumseh Rd. at 24th Avenue NW and North Flood Avenue****FEE SUMMARY**

Fee Type	Title I Service	Estimated Fees	
Lump Sum	Tecumseh Rd. at 24th Avenue NW and North Flood Avenue	\$	64,398.00
Lump Sum	24th Avenue NW Extension to North Flood Avenue	\$	90,800.00
Subtotal for Title I Service		\$	155,198.00

K-1718-53

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$304.00	\$247.00	\$203.00	\$174.00	\$144.00	\$130.00	\$114.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management (Tecumseh)							
Task 1 - Project Meetings & Additional Project Management	6	6			6		
Permitting	2	0			8		20
Subtotal - Project Management (Tecumseh)	8	6	0	0	14	0	20
2. Additional Storm Sewer Design (Tecumseh)							
Task 1 - Hydraulic Model Existing System	1				20	20	
Task 2 - Additional Storm Sewer Design	1				4	12	24
Subtotal - Additional Storm Sewer Design (Tecumseh)	2	0	0	0	24	32	24
3. Roadway Re-Design (Tecumseh)							
Task 1 - Revised Roadway Widening/Drives	1				8	12	12
Task 2 - Legacy Trail Revisions	1				1	4	8
Task 3 - Revised Cross Sections & Grading	2				2	12	12
Task 4 - Revised Summaries, Pay Quantities & Notes	1				2	12	8
Subtotal - Roadway Re-Design (Tecumseh)	5	0	0	0	13	40	40
4. Traffic Signal Re-Design (Tecumseh & Flood)							
Task 1 - Traffic & Pedstrian Signal Plan	4			8		24	
Task 2 - Revised Street Lighting	4			8		24	
Subtotal - Traffic Signal Re-Design (Tecumseh & Flood)	8	0	0	16	0	48	0
5. Special Meeting Coordination & Permitting							
Task 1 - Aviation Permitting (State & Federal)	1		8			10	20
Subtotal - Traffic Signal Re-Design (Tecumseh & Flood)	1	0	8	0	0	10	20

Hours	24	6	8	16	51	130	104
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Salary Costs	\$7,296.00	\$1,482.00	\$1,624.00	\$2,784.00	\$7,344.00	\$16,900.00	\$11,856.00
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SUBTOTAL - DIRECT LABOR EXPENSES: \$49,286.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$112.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$112.00
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SUBTOTAL: \$49,398.00

TOPO SURVEY SUBCONSULTANTS FEE: \$4,750.00

POTHOLING SUBCONSULTANT FEE: \$15,000.00

Unit Price is \$1,000/pothole

TOTAL FEE: \$64,398.00

ATTACHMENT C - Amendment No. 2
The City of Norman
24th Avenue NW Extension to North Flood Avenue

K-1718-53

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	\$304.00	\$247.00	\$203.00	\$174.00	\$144.00	\$130.00	\$114.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Task 1 - Project Meetings & Additional Project Management	4				4		
Task 2 - NEPA Plan, Documentation & Permitting	2	4			24		24
Subtotal - Project Management	6	4	0	0	28	0	24
2. Roadway Design (24th Ave NW)							
Task 1 - Roadway Typical Sections	1				8	24	24
Task 2 - Geometric Design	1				8	12	
Task 3 - Plan & Profile Plan Sheets	4				8	60	80
Task 4 - Cross Section Sheets	1				8	12	24
Task 5 - Right of Way Plan Sheets & Documents	1				8	24	24
Task 6 - Utility Coordination	1					12	
Task 7 - Summaries, Pay Items & Notes	4				4	16	16
Subtotal - Roadway Design (24th Ave NW)	13	0	0	0	44	160	168
3. Traffic Signal Modification (24th Ave NW - North Leg)							
Task 1 - Traffic & Pedstrian Signal Plan	1		10		20		10
Task 2 - Traffic Signal Controller Modifications	1		10		20		10
Task 3 - Street Lighting	1		8			10	10
Subtotal - Traffic Signal Modification (24th Ave NW - North Leg)	3	0	28	0	40	10	30
4. Special Meeting Coordination & Permitting							
Task 1 - Aviation Permitting (State & Federal - FAA)	2		8			8	20
Task 2 - ODOT Permitting	1		4			8	20
Subtotal - Special Meeting Coordination & Permitting	3	0	12	0	0	16	40

Hours 25 4 40 0 112 186 262

Salary Costs \$7,600.00 \$988.00 \$8,120.00 \$0.00 \$16,128.00 \$24,180.00 \$29,868.00

SUBTOTAL - DIRECT LABOR EXPENSES: \$86,884.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$66.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$66.00

SUBTOTAL: \$86,950.00

TOPO SURVEY SUBCONSULTANTS FEE: \$3,850.00

TOTAL FEE: \$90,800.00

ATTACHMENT D - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Owner will give thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Owner will make provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Owner will furnish the Engineer existing plans, previous signal warrant study, existing turning movement counts, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
4. Owner will provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
5. Owner will give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events, which may substantially alter the Engineer's performance under this Agreement.
6. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.