

AMENDMENT NO. 1  
AGREEMENT FOR PROFESSIONAL SERVICES

This is an amendment, AMENDMENT NO. 1, attached to and made a part of the AGREEMENT, dated October 11, 2022, between the City of Norman (OWNER) and Garver, LLC (CONSULTANT) for professional engineering services as necessary to design and coordinate the widening, reconstruction, and intersection improvements along 24<sup>th</sup> Avenue NE from Rock Creek Road to Tecumseh Road.

WHEREAS, the CONSULTANT is to provide services in connection with the development of roadway, traffic, drainage design, right-of-way acquisition support, utility coordination, bidding, and construction documents for the following improvements located within the City of Norman:

Widen approximately one (1) mile of 24th Avenue NE from two (2) lanes to four (4) lanes with bicycle lanes and sidewalks from Rock Creek Road to Tecumseh Road. Inclusive with this project will be the improvements of the intersections of Rock Creek Road and Tecumseh Road.

The beginning of the Project shall be approximately five hundred feet (500') south of the intersection of Rock Creek Road and 24th Avenue NE. The Project shall extend north to approximately five hundred feet (500') north of the intersection of Tecumseh Road and 24th Avenue NE being the end of the project. An additional five hundred feet (500') on each of the four (4) remaining legs of both Rock Creek Road and Tecumseh Road intersections are included, bringing the approximate total length of the Project to eight thousand two hundred eighty feet (8,280'), or about 1.57 miles.

The Project shall include grading, drainage, cross-drains, storm sewer and other drainage appurtenances, paving, striping, sidewalks, retaining walls, and any other ancillary construction as required to tie the proposed construction to adjacent improvements.

WHEREAS, all provisions of Contract No. K-2223-55 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. 1, 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 **Eighty-Eight Thousand Eight Hundred Four Dollars (\$88,804.00)** 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. 1.

DATED this\_\_ the day of \_\_\_\_\_, 2025.

City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Garver, LLC  
(CONSULTANT)

Signature *J. Bret Cabbiness*

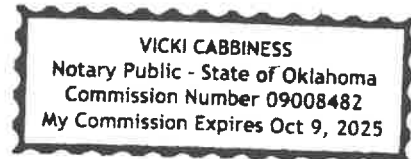
Name J. Bret Cabbiness, PE

Title Sr. Project Manager

Date August 28, 2025

Attest:

*Vicki Cabbiness*



Approved as to form and legality this 16 day of Sept. 2025.

*Elisabeth Luckala*  
City Attorney



## **ATTACHMENT A – SCOPE OF SERVICES**

### **General**

The CONSULTANT is to provide services in connection with the development of roadway, traffic, drainage design, right-of-way acquisition support, utility coordination, bidding, and construction documents for the following improvements located within the City of Norman:

1. Widen approximately one (1) mile of 24th Avenue NE from two (2) lanes to four (4) lanes with bicycle lanes and sidewalks from Rock Creek Road to Tecumseh Road. Inclusive with this project will be the improvements of the intersections of Rock Creek Road and Tecumseh Road.
2. The beginning of the Project shall be approximately five hundred feet (500') south of the intersection of Rock Creek Road and 24th Avenue NE. The Project shall extend north to approximately five hundred feet (500') north of the intersection of Tecumseh Road and 24th Avenue NE being the end of the project. An additional five hundred feet (500') on each of the four (4) remaining legs of both Rock Creek Road and Tecumseh Road intersections are included, bringing the approximate total length of the Project to eight thousand two hundred eighty feet (8,280'), or about 1.57 miles.
3. The Project shall included grading, drainage, cross-drains, storm sewer and other drainage appurtenances, paving, striping, sidewalks, retaining walls, and any other ancillary construction as required to tie the proposed construction to adjacent improvements.

The OWNER intends to expand the design work beyond the original scope of work included in the original AGREEMENT. The following shall be considered as the additional design work beyond the original scope of work:

### **1. Additional Meetings**

Additional meetings are anticipated for the Project.

- A. Additional meetings will be scheduled with the OWNER for project coordination and monthly progress updates.

### **2. Additional Design Services**

Additional design services will be provided at the OWNER'S request to adjust the project design. The following design changes will be implemented:

- A. Revise the pavement footprint and typical sections from a 4-lane roadway section with two (2) on-street bike lanes to a 3-lane roadway section with no on-street bike lanes.
- B. Add a 10' wide multi-modal trail along the west side of 24th Avenue NE in lieu of on-street bike lanes.
- C. Adjust driveway grades and footprints based on a 3-lane roadway section.
- D. Adjust temporary construction easements based on a 3-lane roadway section.

- E. Revise the corridor model and cross-sections to reflect a 3-lane roadway section.
- F. Design the roadway subgrade for a 4-lane section to accommodate future widening.
- G. Revise the storm sewer design from a 4-lane to a 3-lane roadway section.
- H. Adjust the roadway taper lengths of 24th Avenue NE at the intersections of Rock Creek Road and Tecumseh Road based on a 3-lane roadway section.
- I. Revise all affected pay items and quantities to reflect a 3-lane roadway typical section.

### **3. Additional Milestone Submittals**

Provide additional milestone submittals beyond the number of submittals specified in the original AGREEMENT. The following additional milestone submittals will be provided:

- A. Re-submit the 65% milestone submittal including a revised set of 65% Right-of-Way Plans and Engineer's Opinion of Probable Construction Cost.

### **4. Extra Work**

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

- A. Redesign for the OWNER'S convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Design of OWNER owned utility relocations.
- C. Utility potholing.
- D. Property negotiation and acquisition appraisals.
- E. Front end construction contract documents.
- F. Construction materials testing.
- G. Construction inspection and observation.
- H. Environmental Handling and Documentation including wetlands identification or mitigation plans for other work related to environmentally or historically (culturally) significant items.
- I. Coordination with the USACE and preparation/submittal of an Individual or Nationwide 404 permit.
- J. Services after construction, such as warranty follow-up, surety work, etc.
- K. Construction surveying or surveying for as-built conditions.

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:

<b><u>Phase Description</u></b>	<b><u>Calendar Days</u></b>
Task 3C ~ Right-of-Way Plans (65%)	120 days from Approval of Amendment No. 1
Task 3D ~ Final Plans, Specifications & Estimate (100%)	90 days from Approval of Right-of-Way Plans

**Attachment C - Compensation  
Amendment No. 1**

**K-2223-55**

**The City of Norman  
24th Avenue NE Roadway Widening  
Rock Creek Road to Tecumseh Road**

**FEE SUMMARY**

<b>Fee Type</b>	<b>Title I Service</b>	<b>Estimated Fees</b>	
Lump Sum	Task 3C ~ Right-Of-Way Plans (65%)	\$	88,804.00
<b>Subtotal for Title I Service</b>		<b>\$</b>	<b>88,804.00</b>

**Attachment C - Compensation  
Amendment No. 1**

**K-2223-55**

**The City of Norman  
24th Avenue NE Roadway Widening  
Rock Creek Road to Tecumseh Road**

**Task 3C ~ Right-of-Way Plans (65%)**

WORK TASK DESCRIPTION	E-6	E-2	E-1	T-2	D-2
	Trans Central OK Muni	Trans Central OK Muni	Trans Central OK Muni	Trans Central OK Muni	Trans Central OK Muni
	\$320.00	\$164.00	\$140.00	\$122.00	\$144.00
	hr	hr	hr	hr	hr
<b>1. Project Management</b>					
Administration and Coordination	8	16	8		
Quality Control Review	4	8	4		
Submittals to Client		2			
<b>Subtotal - Project Management</b>	<b>12</b>	<b>26</b>	<b>12</b>	<b>0</b>	<b>0</b>
<b>2. Right-of-Way Plans - 65%</b>					
Confirm Horizontal and Vertical Alignments	2	4	8		
Revise Typical Sections		2	4	8	
Revise Pay Items and Notes		4	8	12	
Revise Summary Tables		4	16	24	
Update Drainage Design	1	12	24		
Revise Plan and Profile Sheets	1	20	80	60	
Revise Cross Section Sheets	1	20	80	60	
Revise Signing and Striping Plan Sheets		4	8	12	
Revise Right-of-Way Sheets	1	4	8	12	
Revise Engineer's OPCC	1	4	2		
Utility Cordination		4			40
Site Visit		4	4		
<b>Subtotal - Right-of-Way Plans - 65%</b>	<b>7</b>	<b>86</b>	<b>242</b>	<b>188</b>	<b>40</b>
<b>Hours</b>	<b>19</b>	<b>112</b>	<b>254</b>	<b>188</b>	<b>40</b>
<b>Salary Costs</b>	<b>\$6,080.00</b>	<b>\$18,368.00</b>	<b>\$35,560.00</b>	<b>\$22,936.00</b>	<b>\$5,760.00</b>

**SUBTOTAL - SALARIES: \$88,704.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$100.00
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: \$100.00**

**SUBTOTAL: \$88,804.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$88,804.00**



#### **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.