

**AMENDMENT NO. 4
TO CONTRACT NO. K-1617-105**

Amendment No. 4 of the Contract K-1617-105 between Garver, LLC (CONSULTANT) and the City of Norman, a municipal corporation (OWNER), is amended to include the following agreement of the parties.

RECITALS

WHEREAS, the Parties entered into Contract K-1617-105 on March 14, 2017 for professional survey, design, analysis and engineering services in connection with the James Garner Avenue Project from Acres Street to Flood Avenue (the "Project"), as set forth therein, for a total cost of **\$469,350.00**.

WHEREAS, the Parties wish to amend CONSULTANT's provision of contract services, and to supplement those services as set forth herein, for an extended time period to end on April 15, 2027, and for an additional cost of **\$174,906.00**, bringing the contract total to **\$644,256.00**.

- I. **ATTACHMENT A** to K-1617-105, Scope of Services, shall be supplemented and amended as follows:

SEE AMENDMENT NO. 4 - ATTACHMENT A

- II. **ATTACHMENT B** to K-1617-105, Schedule, shall be amended so as to reflect provision of the services outlined in ATTACHMENT B, as follows:

SEE AMENDMENT NO. 4 - ATTACHMENT B

- III. **ATTACHMENT C** to K-1617-105, Compensation, shall be supplemented so as to provide for CONSULTANT's compensation for the amended and supplemental services outlined in this amendment, as follows:

SEE AMENDMENT NO. 4 - ATTACHMENT C

- IV. Contract K-1617-105 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-1617-105 shall remain in full force and effect.

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Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this Agreement.

DATED this ____ day of _____, 2026.

The City of Norman
(OWNER)

Garver, LLC
(CONTRACTOR)

Signature _____

Signature 

Name _____

Name J. Bret Cabbiness, PE

Title _____

Title Sr. Project Manager


Date _____

Date March 3, 2026

Attest:


Attest:

City Clerk



Secretary Witness

Approved as to form and legality this 13 day of March 2026.



City Attorney

Signatory Notarization

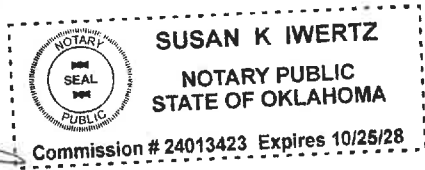
STATE OF Oklahoma, COUNTY OF Cleveland, SS:

Before me, the undersigned, a Notary Public in and for said J. Bret Cabbiness of the Garver, LLC, its Sr. Project Manager, to me known to be the identical person(s) who executed the foregoing AMENDMENT NO. 4 TO CONTRACT NO. K-1617-105 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 3rd day of March, 2026.

My Commission Expires: 10-26-28 / 24013423

Notary Public: Susan K Iwertz



AMENDMENT NO. 4 ATTACHMENT A
SCOPE OF SERVICES
James Garner Avenue and Acres Street Intersection Modifications

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The CONSULTANT is to provide ENGINEERING SERVICES in connection with the reconfiguration of the existing conventional intersection at James Garner Avenue and Acres Street to a multi-leg roundabout intersection. It is the intent to leave as much of the existing asphalt concrete pavement intact and widen where necessary to create the ultimate roundabout footprint. Additionally, the project shall not encroach upon the existing BNSF Railroad right of way or negatively impact the Quiet Corridor improvements along Acres Street. The Project consists of the development of a new roundabout intersection roadway, stormwater hydrology & hydraulic design, utility relocation coordination, traffic engineering, final construction plans and specifications, bidding, and limited construction administration services for the James Garner Avenue and Acres Street Intersection Modifications (“the Project”).

PROJECT OBJECTIVE

The general scope of work is to reconfigure and widen the existing conventional James Garner Avenue and Acres Street intersection into a multi-leg roundabout intersection. This includes all engineering services required for the preparation of preliminary and final construction plans, specifications and bid documents in accordance with the requirements of the City of Norman, ODOT and the American Association of State Highway and Transportation (AASHTO). The scope of work will include all meetings, on-site reviews, topographical survey, stormwater collection and conveyance design, traffic analysis, and roadway design, culminating in the delivery of final construction Plans, Specifications and Estimates (PS&E) submittal. The scope of work also includes right-of-way acquisition support, utility relocation coordination, limited bidding phase services and limited construction administration. It is understood the project will primarily be funded by the Association of Central Oklahoma Governments (ACOG) and the project will be let through the normal ODOT bidding process in Federal Fiscal Year 2029.

PROJECT EXTENTS

The Project begins along James Garner Avenue approximately three-hundred feet (300’) north and south of Acres Street intersection in the City of Norman, Cleveland County. The western right-of-way line of the Burlington Northern Santa Fe (BNSF) Railroad at Acres Street will be the eastern edge of the project and extend approximately three-hundred feet (300’) to the west of the existing intersection. It should be noted that all of the east side of James Garner, the northwest corner (Central Library) and southwest corner (Andrews Park) of the intersection is owned by the City of Norman.

PROJECT EXCEPTIONS

There are no anticipated construction exceptions within the Project extents.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

A. Roadway Design

The roadway design will be a reconfiguration of the existing conventional intersection and converted to a multi-leg roundabout intersection and follow the recommendations of the City of Norman's Comprehensive Transportation Plan (CTP) as a Minor Urban Arterial. It will extend approximately five hundred feet (500') along Acres Street from the western right-of-way line of the Burlington Northern Santa Fe (BNSF) Railroad at the Acres Street at-grade crossing. And extend along James Garner Avenue approximately three hundred feet (300') either side of the conventional intersection of James Garner Avenue at Acres Street. The proposed roadway will be a multi-leg roundabout intersection with asphalt concrete and six-inch (6") barrier concrete curb and gutter. With a curbed roadway section, storm sewer will be required to provide proper stormwater drainage. Connections of a ten-foot (10') wide trail and a five-foot (5') wide sidewalk will be added along adjacent to the roundabout.

The pavement typical section will follow the City of Norman standard drawing detail for an asphalt concrete pavement roadway to match the existing roadway material. The pavement design will be confirmed by the geotechnical engineer for completeness.

Due to the average daily traffic (ADT), the anticipated adjustment in the roadway's horizontal alignment, intersection layout and overall project constructability, we will recommend the existing road be closed to through traffic during construction. Accommodating detour routes are available along existing city streets and primarily along Porter Avenue, Flood Avenue, Robinson Street and Gray Street.

B. Geotechnical Investigations and Design

Geotechnical investigations and design will not be performed for this project as previous construction projects at or near this intersection will be used to determine the proposed pavement typical section.

C. Environmental

The Oklahoma Department of Transportation (ODOT) will be responsible for all environmental studies to support the NEPA document for the proposed project. The consultant will provide ODOT a NEPA Checklist, a Google Earth KMZ file of the project boundary, a general project location map from the USGS quadrangle, and a draft of the NEPA application.

D. Survey and Right-of-Way Documents

A survey will be required for the design of the project. Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional Engineers and Land Surveyors. The surveyor shall provide all Landowner Notifications prior to conducting any field work. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

1. Topographic Survey

The surveyor shall:

- a. Establish horizontal and vertical control within the project limits necessary to collect all topographic and planimetric features, boundaries, Right-of-Way/easement in formation, and to serve as survey control for construction staking by the Construction

Contractor.

- b. Provide field surveying to develop existing roadway cross sections at 50' intervals as well as intersections and driveways through the project.
- c. Create contours and digital terrain model from the collected data to support the design.
- d. Collect topographic data including surface features such as utilities, signs (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile.
- e. Horizontal survey datum will be reference to the City of Norman Survey Control Network which is based on the Oklahoma State Plane Coordinate System, South Zone. The vertical survey datum will be referenced to the NAVD88. The ground/grid combined scale factor shall be computed for the project and noted on survey sheets.
- f. Establish adequate monumentation for construction staking including horizontal control points and vertical benchmarks. The monumentation shall cover the project area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance by construction is minimized. Primary control should be brass cap in concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.

2. Utility Locates

- a. The surveyor shall contact the Oklahoma One Call System ("OKIE811") via the "Web Ticket" system and maintain records of reported utility holders. Information on utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, flagging, and records drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified.

3. Landowner Notifications

- a. Surveyor shall identify the owner names and addresses of the properties within the survey footprint from the Cleveland County Assessor. The Surveyor shall prepare a letter notifying the owners of the project and the intent to perform a topographical survey.

4. Survey Data Sheets

- a. The surveyor shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be signed and sealed by a Licensed Surveyor in the State of Oklahoma and shall be submitted to the owner for review no later than the 30% Design Submittal Milestone. The survey sheets shall include contours and boundary information.

E. Right-of-Way Acquisition

It is anticipated that some additional right-of-way will be required at the roundabout widening for this project. The consultant will prepare the Right-of-Way plans, legal descriptions, and instruments of conveyance for partial and total take parcels in accordance with the ODOT "Right-of-Way Specifications Manual and Associated Materials."

1. R/W Acquisition Plans
2. R/W Acquisition Property Legal Descriptions
3. Ownership Information
4. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

F. Utility Relocation Coordination

The consultant will work with the owner's Utility Coordinator to ensure that all required utility relocations are consistent with project requirements and performed in a timely manner.

1. Utility Map (color-coded)
2. Maintain a color "Utility Relocation Map" showing existing and relocated utilities.
3. Utility Relocation Coordination
4. Coordinate with each individual utility company. Be persistent in requesting timely relocation plans and relocation activities.
5. Utility Meetings
6. Conduct up to two (2) individual meetings with each utility company to verify existing utilities and relocation plans.
7. Utility Relocation Plan Review
8. Review utility relocation plans for compatibility with project design.
9. Utility Relocation Design
10. Utility Relocation Design of owner-owned utilities can be added via an amendment to this agreement. owner has water lines near the project area, but it is not known if their relocation will be required.

G. Bidding Services

The consultant will prepare Plans, Specifications and Estimate (PS&E) documents for ODOT to advertise the project. The consultant will assist ODOT with the bidding process by providing support to address questions brought up by contractors prior to bid. The consultant will also attend one (1) pre-bid conference for this project and assist ODOT and/or the City with any presentations for that meeting. The Oklahoma Department of Transportation will open the bids for the project.

H. Limited Construction Services

The consultant will assist the City and ODOT during the construction phase, including assistance with material submittal reviews, shop drawing reviews, and Requests for Information (RFI) responses. The consultant will provide record drawings based upon the general contractor's and the construction inspector's field marked up plans at the completion of the project.

I. Conditional Services

The city has requested that scope of work items that may or may not be utilized for this project be placed under the header of "conditional services".

1. Limited Construction Management

This section will include limited construction management as it relates to; attendance at monthly construction progress meetings, construction material and shop drawing submittal review, review of contractor RFI's, review of pay applications and change order requests. These limited construction assistance services are based on an estimated six (6) month construction duration.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

A. Design Plans – 30/60/90/Final Plans Milestone Schedule

1. Plan Requirements

CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. Electronically submitted plans shall be 22 x 34-inches (full size) in PDF file format. Work in progress sets and progress meeting sets will be 11 x 17-inches (half-size) only and are included in this AGREEMENT.

2. Preliminary Construction Plans (30% Complete)

The 30% Complete Preliminary Design Submittal should include the following (some items may not be applicable to every project):

- ODOT 30% Complete Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Roadway Plan and Profile Sheets
- Preliminary Estimate of Earthwork
- Bridge General Plan and Elevation
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule
- Draft H&H Technical Memorandum

3. Preliminary Construction Plans (60% Complete)

The 60% Complete Preliminary Design Submittal should include the following (some items may not be applicable to every project):

- ODOT 60% Complete Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Sign and Striping Sheets
- Signal Plans
- Demolition Sheets
- Estimate of Earthwork
- Bridge General Plan and Elevation
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

4. Right-of-Way Submittal (65% Complete)

- ODOT 65% Complete Plans Checklist
- Right-of-Way Plans with:
 - Owner Name & Information
 - Book and Page Information, if applicable
 - Easements with Book and Page Information
 - Parcel Numbers
 - Dimensions
 - Overall Parcel Map
- Legal Descriptions with:
 - Written Descriptions
 - Exhibits

5. Final Construction Plans for Review (90% Complete)

The 90% Complete Final Design Submittal should include the following (some items may not be applicable to every project):

- ODOT 90% Complete Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans

- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Permit Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

6. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Complete Final Design Submittal should include the following (some items may not be applicable to every project):

- ODOT 100% Complete Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Signing and Striping Sheets
- Signal Plans
- Lighting Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Bridge Details
- Survey Data Sheets including Utility Data Sheets
- 404 Permit Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- NOI Form (if applicable)
- Special Provisions Form
- ROW and Utilities Affidavit
- Final Opinion of Probable Cost – in required format
- Final H&H Technical Memorandum
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

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**AMENDMENT NO. 4 ATTACHMENT B
PROJECT SCHEDULE**

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the OWNER. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Amendment No. 4 - Attachment A - Scope of Services**, in accordance with the time frame as stated below:

Design Schedule

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 2026
Preliminary Plan Submittal (30% Complete)	September 2026
R/W & Utility Submittal (65% Complete)	November 2027
Final Plans for Review Submittal (90% Complete)	February 2027
Plans, Specifications and Estimate Submittal (PS&E)	April 2027

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

**AMENDMENT NO. 4 - ATTACHMENT C
 COMPENSATION**

The CONSULTANT agrees to perform the SERVICES identified in **Amendment No. 4 - Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed **\$ 174,906.00** unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Amendment No. 4 - Attachment A - Scope of Services**, in accordance with the amounts stated below:

**James Garner Avenue and Acres Street Intersection Modifications
 Fees – Basic Services**

Project Design Fees	
Task 1 – Design Survey	\$ 34,617.00
Task 2 – Geotechnical Investigation & Design	\$ 1,952.00
Task 3A – Preliminary Construction Plans (30% Complete)	\$ 42,462.00
Task 3B – Right-of-Way Plans (65% Complete)	\$ 40,150.00
Task 3C – Final Plans, Specifications, & Estimate (PS&E, 100% Completion)	\$ 16,125.00
Task 4 – Environmental & Permitting (NOT INCLUDED)	\$ 0.00
Task 5 – Right-of-Way Acquisition Support	\$ 7,500.00
Task 6 – Utility Relocation Coordination	\$ 8,600.00
Task 7 – Bidding and Limited Construction Services	\$ 10,250.00
Total Design Fees	\$ 161,656.00

**James Garner Avenue and Acres Street Intersection Modifications Fees –
 Conditional Services**

Project Design Fees	
Task 8 – Limited Construction Management	\$ 13,250.00
Total Design Fees	\$ 13,250.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.