

**AMENDMENT NO. 1  
TO CONTRACT K-2324-33  
FOR  
ENGINEERING SERVICES**

This Amendment No. 1 dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025 is made a part of Contract K-2324-33 (Agreement) dated August 8, 2023, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER) for professional engineering services.

1. The Scope of Services of ENGINEER 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 ENGINEER 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 No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

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

**Garver, LLC - ENGINEER**

By:



Title:

Vice President

ATTEST



Project Manager

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this 8<sup>th</sup> day of Aug, 2025.



City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this 8<sup>th</sup> day of Aug., 2025.

ATTEST

By:

Title:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICES

The following language added to Attachment B of the Agreement:

#### *Task 4.0 – Construction Phase Services*

- *Davis Bacon Review –*
  - *Garver will review weekly certified payrolls through the normal construction schedule for completeness by verifying that it meets prevailing wages outlined in the conformed documents.*
  - *Garver will not verify laborers have been onsite.*
  - *Garver will not conduct labor interviews.*

#### *Task 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 on a maximum of 150 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 appropriate for the situation. Garver will also record the observance, the discussion, and the action 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 OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
1	Project and Quality Management	\$8,000		\$8,000
2	Final (90%) Design Deliverable	\$42,850		\$42,850
3	Bidding Phase Services	\$4,000		\$4,000
4	Construction Phase Services	\$15,000	\$11,600	\$26,600
5	Application Engineering	\$18,000		\$18,000
6	Construction Observation Services (Hourly NTE)		\$20,000	\$20,000
Total		\$87,850	\$31,600	\$119,450