AMENDMENT NO. 1
TO CONTRACT K-2526-131
FOR
ENGINEERING SERVICES

This Amendment No. 1 (AMENDMENT) dated this day of 2026 is made a part of Contract K-2526-131 (AGREEMENT) dated March 10, 2026, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER) for professional engineering services.

1. The following language replaces Article 6.2 of the Agreement:

   Unless otherwise agreed between the parties in writing, OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES. In the event ENGINEER agrees to provide its own means of access, including, but not limited to, temporary scaffolding, ladders, lighting, and related items ("Access Means"), ENGINEER shall retain a qualified subcontractor to perform Access Means installation. ENGINEER's liability to OWNER for any and all claims, damages, and expenses arising out of the Access Means installation shall be limited to the extent ENGINEER recovers the same from the subcontractor responsible for such claim.

2. 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.

3. 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 remain in effect and unchanged.

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

DATED this _____ day of _____ 2026.

Garver, LLC - ENGINEER

By: _____ ATTEST _____

Title: Vice President Project Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 4 day of Nov, 2026.

_____
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2026.

ATTEST

By: _____ _____

Title:

_____ _____

ATTACHMENT A

SCOPE OF SERVICES

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

- 2.8 Engineer's subcontractor will provide scaffolding installation and removal for 30 days of observation and removal and replacement of Digester center cover seal. The services include the following:

  2.8.1 Scaffolding installation for a flat dance floor inside the digester.
  2.8.2 Temporary lighting.
  2.8.3 Forced air system and atmospheric monitoring.
  2.8.4 All necessary internal ladders and movable scaffolds for observation.
  2.8.5 Safety requirements per OSHA.
  2.8.6 Removal of all materials upon observation completion.

The following language is removed from Attachment B of the Agreement:

- 2.3.3 Provide scaffolding or ladder for Engineer to reach the roof inside of Digester No. 3.
- 2.3.5 Provide ventilation during observation.

ATTACHMENT B

COMPENSATION

The following language will replace Attachment C of the Agreement:

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)	Lump Sum Amount
1	Project Management	$1,913		$1,913
2	Condition Assessment	$47,662	$85,000	$132,662
Total		**$49,575**	**$85,000**	**$134,575**

The lump sum amount to be paid under this Work Order is $134,575. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2027.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. Rates will be increased annually with the first increase effective on or about July 1, 2027.