

**AMENDMENT NO. 1  
AGREEMENT  
FOR  
ENGINEERING SERVICES**

This Amendment No. 1 dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022 is made a part of the Agreement dated February 9, 2021, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, 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 \_\_\_\_\_ 20\_\_\_\_\_.

**Garver, LLC – ENGINEER**

ATTEST

By:	_____	_____
Printed Name:	_____	_____
Title:	_____	_____

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST

By:	_____	_____
Printed Name:	Breea Clark	Brenda Hall
Title:	Chairman	Secretary

**ATTACHMENT A**

**PORTER AVENUE WATERLINE REPLACEMENT PHASE II  
AMENDMENT NO. 1 – SCHEDULE**

Task	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	July 2022	Aug 2022	Sep 2022
1	Previously Completed											
2												
3												
4												
5												

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

**ATTACHMENT B**

**PORTER AVENUE WATERLINE REPLACEMENT PHASE II  
AMENDMENT NO. 1 – SCOPE OF SERVICES**

The original work scope for the Porter Waterline Replacement Phase 2 project consisted of Tasks 1.0 through 5.0 to provide engineering services for the construction plans to replace existing 6, 8, and 12-inch water lines along Porter Avenue from Alameda Street to Robinson Street except for the prior replacement associated with the Porter and Acres Intersection project.

It has been determined that the best way to facilitate construction of the replacement waterline is to move the line north of Rich Street (Line B) to the west side of Porter Avenue in order to minimize impact and avoid crossing multiple existing storm sewers. This will require redesign under Task 2.0 – Final Design services.

Work is to be performed in accordance with terms set forth in the previous agreement.

The revised scope of work in Amendment No. 1 will include and amend original Tasks 2.0 identified in “Attachment B, Scope of Work”.

**ATTACHMENT C**  
**PORTER AVENUE WATERLINE REPLACEMENT PHASE II**  
**AMENDMENT NO. 1 – 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	Amendment 1	Total
1.0	Preliminary Engineering	\$31,500	-	\$31,500
2.0	Final Design	\$22,500	\$17,564	\$40,064
3.0	Bidding	\$1,000	-	\$1,000
4.0	Limited Construction Administration	\$1,100	-	\$1,100
5.0	As-Built Drawings/Documents	\$2,000	-	\$2,000
	<b>Total Fee</b>	<b>\$58,100</b>	<b>\$17,564</b>	<b>\$75,664</b>

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.