

**AMENDMENT NO. 1 TO THE CONTRACT NO. K-1920-15
BETWEEN NORMAN UTILITIES AUTHORITY AND STUDIO
ARCHITECTURE FOR PROFESSIONAL SERVICES**

**HOUSEHOLD HAZARDOUS WASTE AND
CONTAINER MAINTENANCE DESIGN**

This is an agreement made as of the 4 day of Feb, 2020, between the Norman Utilities Authority (OWNER) and Studio Architecture (ARCHITECT) amending the Original Contract No. K-1920-15 dated June 25, 2019, between the said parties. OWNER now intends to redesign main drive into Household Hazardous Waste and perform two additional surveys, which is beyond the scope of work included in the above said Original Contract. The following shall be considered as the additional work beyond the original scope of work:

- a) Provide additional survey for the modified site location of the proposed Household Hazardous Waste facility and for the proposed driveway modifications for the overall Transfer Station;
- b) Provide additional survey for the modified site location of the proposed Container Maintenance Site;
- c) Provide design, bidding, construction administration and as-built services for realignment of the Transfer Station drive to facilitate improved access to the Transfer Station and proposed Household Hazardous Waste Site by shift the drive entrance north to generally be perpendicular to Chautauqua Avenue and to align with the current drive within the site; and
- d) Provide design, bidding, construction administration and as-built services for extension of City-owned water main and services lines to City-owned utilities at the Container Maintenance Site.

OWNER and ARCHITECT in consideration of the mutual covenants herein agree to the following in respect to the performance of Studio Architecture, PC and the payment for those services by OWNER as set forth below for the above described additional scope of work.

- a) ARCHITECT shall perform professional services as stated in Attachments B2 and B3 of the Original Contract for the additional scope of work described above.
- b) For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ARCHITECT additional fee not to exceed Fifteen Thousand and 00/100 dollars (\$15,000.00) based on the additional labor, equipment and incidentals required to complete the work and as specified on the attached fee schedule (Amendment No. 1 to Attachments C2 and C3 C).
- c) All other requirements of the ARCHITECT included in the Original Contract shall remain in effect for the purposes of this agreement.

This Amendment No. 1 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1920-15 dated June 25, 2019, which terms, covenants, and conditions are hereby reaffirmed and ratified.

IN WITNESS THEREOF. OWNER and ARCHITECT have executed this agreement.

DATED this 4th day of February, 2020.

**NORMAN UTILITIES AUTHORITY
OWNER**

By: _____

Title: Chairman

Date: _____

**STUDIO ARCHITECTURE, P.C.
ARCHITECT**

By:  _____

Title: Principal

Date: February 3, 2020

ATTEST:

Secretary

ATTEST:

Secretary

APPROVED as to form and legality this _____ day of _____, 2020.

Authority Attorney

**AMENDMENT NO. 1 TO ATTACHMENTS C2 AND C3
COMPENSATION**

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The ARCHITECT agrees to perform the SERVICES identified in **Attachments B2 and B3 - 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 \$15,000.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the ARCHITECT.

The OWNER shall pay the ARCHITECT for completion of the SERVICES of each task identified in the Attachments B1 – B3 within the Original Contract and the additional work within Amendment No. 1, in accordance with the amounts stated below:

CONTAINER MAINTENANCE – ATTACHMENT C2	COMPENSATION
Task 1A – Project Administration	\$ 500.00
Task 1B – Topographic Survey	\$ 2,500.00
Task 2B – Preliminary Plans	\$ 1,000.00
Task 3A – Final Construction Documents	\$ 1,000.00
TOTAL COMPENSATION	\$ 5,000.00

HOUSEHOLD HAZARDOUS WASTE – ATTACHMENT C3	COMPENSATION
Task 1A – Project Administration	\$ 500.00
Task 1B – Topographic Survey	\$ 4,000.00
Task 2B – Preliminary Plans	\$ 2,750.00
Task 3A – Final Construction Documents	\$ 2,750.00
TOTAL COMPENSATION	\$ 10,000.00

Payment claims or invoices for incremental work completed on each task may be submitted by the ARCHITECT 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 ARCHITECT to this AGREEMENT.