

### AMENDMENT NO. 1 TO CONTRACT NO. K-1415-23

This Amendment No. 1 to Contract No. K-1415-23 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between M & M Wrecking, Inc., hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY.

#### WITNESSETH:

WHEREAS, the CITY, after soliciting bids in accordance with the Oklahoma Competitive Bidding Act, entered into Contract No. K-1415-23 with CONTRACTOR on August 26, 2014 for the Demolition and Clearing of the Structure and Paving Located at 1 West Gray Street (the "Project"); and

WHEREAS, the Project included asbestos removal, demolition and clearing of structure and paving followed by the application of sod to the site; and

WHEREAS, the total bid submitted by CONTRACTOR for the Project was \$32,472.00; and

WHEREAS, during the demolition and clearing portion of the Project, the CONTRACTOR discovered a number of items that posed an immediate threat to the health, safety and welfare of the CITY, including, but not limited to, three hundred feet deep wells, contaminated soil, and diesel fuel tanks; and

WHEREAS, to address the risks posed by these items and in order to complete the original scope of work of demolition and clearing of the Project site, the CONTRACTOR completed additional tasks necessary to ameliorate the risks of the Project; and

WHEREAS, the Parties desire to amend Contract No. K-1415-23 to expand the scope of work to include the additional tasks that became necessary upon their discovery and that could not have reasonably been anticipated prior to undertaking the Project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) Scope of Work. The Scope of Work originally set forth in Contract No. K-1415-23 is expanded to include the following:
  - a. Demolition and Removal of Additional Slabs and Concrete Footings
  - b. Additional Fill and Packing
  - c. Removal and Disposal of Two Diesel Fuel Tanks
  - d. Removal, Disposal and Testing of Contaminated Soil
- 2) Cost of Additional Work. The work outlined in 1) above shall be completed at an additional cost of \$66,542.04.

3) All other terms of Contract No. K-1415-23 remain unchanged.

IN WITNESS WHEREOF, this Agreement is entered into the \_\_\_\_ day of \_\_\_\_\_, 2015.

CONTRACTOR:

Caleb Combs  
Name: (Principal or Authorized Representative)

Signed: [Signature]  
Principal or Authorized Representative

Estimator  
Title

Attest:

CITY:

Approved as to form and legality this 3 day of February, 2015.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor