

**AMENDMENT NO. 2 TO AGREEMENT K-1415-78**

**SCOPE OF SERVICES**

ATTACHMENT

The following general scope of services shall be made part of the Agreement dated March 10, 2015. It shall supplement Attachment A of the Scope of Services of the original agreement and Amendment No. 1 made to the original agreement.

The City of Norman Contract No. K-1617-2 (2015 Streets Bond Project – Iowa Street, Phase 1) bid on June 22, 2016. Three bids were received. The two low bids did not acknowledge an Addendum that was issued, which disallowed their bid. The other bid was higher than the engineer’s estimate and anticipated budget for the project. As a result, the City of Norman elected to reject the high bid.

The first amendment to the contract, Amendment No. 1, split the project into three separate phases. As discussed at a meeting held on September 12, 2016, the City of Norman has decided to split each of the three projects into three sub-sets.

Amendment No. 1 split the project as follows:

Phase I: Iowa Street between Berry Road and Pickard Avenue

Phase II: Dakota Street between Berry Road and Flood Avenue

Phase III: Dakota and Iowa Street between Flood Avenue and University Boulevard

Amendment No. 2 further divides each project as follows:

1. Part A: Service utilities – performed by Contractor
2. Part B: Asphalt pavement and storm sewer – performed by City of Norman
3. Part C: Concrete pavement, curb and gutter and driveways – performed by Contractor

The new bid date for Phase I, which includes Parts A through C, is expected to occur in October, 2016. The bid date for Phases II and III is expected to occur in 2017.

This supplement is to provide the additional engineering services required to split each of the three projects (as identified in Amendment No. 1) into three separate sub-sets. Amendment No. 2 expands upon the scope of Amendment No. 1 and modifies the scope of the original agreement by eliminating Task 2A (Additional Survey). Each project will include a specific set of quantities for Part A, Part B and Part C. The plans will also include plan notes that clearly identify the responsibilities of Part A, B and C. Construction Sequencing Plans will be added to the back of each plan set to add further clarity of the requirements and responsibilities associated with each Part. Phase I will have its own bid date. Phases II and III are expected to share the same bid date. No other changes in scope are included in this supplement.

Task 3C – Final Construction Plans (P,S & E Submittal)^	\$ 16,000.00
Task 7A – Bid Administration^	\$ 3,000.00
Task 2A – Additional Survey	\$ -6,000.00

^In addition to original contract amount and Amendment No. 1.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and MacArthur Associated Consultants, LLC. have executed this Agreement.

DATED this \_\_\_th day of \_\_\_\_\_, 201\_.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

MacArthur Associated Consultants, LLC.  
(CONSULTANT)

Signature  \_\_\_\_\_

Name Keith B/. Angier

Title Vice-President

Date 3 November, 2016

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 201\_.

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



November 1, 2016

Masoud Pajoh, P.E.

**City of Norman**

201 West Gray St., Bldg. A

Norman, OK 73069

Re: Supplemental Task  
Contract No. K-1415-78  
Dakota and Iowa St. from Berry Rd. to University Blvd.

Mr. Masoud Pajoh:

The original contract between MacArthur and the City of Norman included a supplemental task for additional survey. Compensation for the supplemental task, identified as "Task 2A – Additional Survey", was \$6,000. The project did not require additional survey. Therefore, the City of Norman will not be billed for that portion of the contract.

Sincerely,

A handwritten signature in green ink, appearing to read "John Stovall".

John Stovall, P.E.  
MacArthur Associated Consultants, LLC.  
cc: File