

**AMENDMENT NO. 1 TO THE CONTRACT NO. K-1617-105
BETWEEN CITY OF NORMAN AND ENGINEER
FOR PROFESSIONAL SERVICES**

JAMES GARNER AVENUE CORRIDOR IMPROVEMENTS

This is an agreement made as of the ___ day of _____, 2019 between the City of Norman (OWNER) and Cabiness Engineering (ENGINEER) amending the Original Contract No. K-1617-105 dated March 14, 2017 between the said parties. OWNER intends to expand the design work 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.

- a) Additional topographical survey along the James Garner Avenue Corridor adjacent to the final construction of the new Norman Central Library near Acres Street.
- b) Incorporate the additional topographical survey data into the existing design models and revised the construction plans accordingly.

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Cabiness Engineering and the payment for those services by OWNER as set forth below for the above described additional scope of work.

- 1) ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
- 2) For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed Two Thousand, two hundred and seventy-five and 00/100 dollars (\$2,275.00) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments C).
- 3) All other requirements of the ENGINEER 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-1617-105 dated March 14, 2017 which terms, covenants, and conditions are hereby reaffirmed and ratified.

IN WITNESS WHEREOF. Owner and Engineer have executed this agreement.

DATED this _____ day of _____, 2019.

CITY OF NORMAN

Owner

By: _____

Title: _____

Date: _____

ENGINEER

Cabbiness Engineering, llc

By: 

Title: President

Date: July 10, 2019

ATTEST:

City Clerk

ATTEST:


Secretary

APPROVED as to form and legality this _____ day of _____ 2019.

City Attorney

ATTACHMENT C COMPENSATION

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

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - 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 \$58,500.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

CONTRACT AMENDMENT #1 DESIGN TASKS	COMPENSATION
Task 1A – Additional Topographic Survey	\$ 1,500.00
Task 1B – Revised Design Model & Revise Plan Sheets	\$ 775.00
TOTAL COMPENSATION	\$ 2,275.00

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