

AMENDMENT NO. 2

AGREEMENT
FOR ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 2, attached to and made a part of the AGREEMENT, dated March 23, 2004, between the NORMAN UTILITIES AUTHORITY (Owner) and Chiang, Patel & Yerby, Inc. (Engineer) for professional engineering services as necessary the Southeast Bishop Interceptor Project (The Services).

WHEREAS, the Owner has determined the need to complete Phase II, Sections 2A, 2B & 2C of the Southeast Bishop Interceptor.

WHEREAS, the Owner has determined that the required services is similar in scope, location, schedule, and required expertise as is required under the AGREEMENT.

WHEREAS, Engineer is prepared to provide additional engineering services as necessary to update construction drawings, prepare bid documents and provide construction services to complete Phase II, Sections 2A, 2B & 2C of the Southeast Bishop Interceptor.

NOW THEREFORE, in consideration of the promises contained in said Agreement and this Amendment No. 2, Owner and Engineer agree as follows:

SCOPE OF SERVICES

Engineer shall perform Additional Services in accordance with Attachment A.

COMPENSATION

Owner shall pay Engineer for Additional Services in accordance with Attachment B.

SCHEDULE

Engineer shall complete the Additional Services in accordance with Attachment C.

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

DATED this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

CP&Y, INC.

OWNER

ENGINEER

By: _____
Chairman – N.U.A.

By: _____
Senior Vice President

Date: _____

Date: _____

ATTEST

ATTEST

Secretary

Chief Financial Officer

Seal

Seal

APPROVED as to form and legality this _____ day of _____, 20_____

City Attorney

ATTACHMENT A

Scope of Services

In addition to the scope of services to be performed under the AGREEMENT, the following additional services are to be performed under AMENDMENT NO. 2 – Phase II, Sections 2A, 2B & 2C, of the Southeast Bishop Interceptor.

Bid and Construction Phase Services Phase II Sections 2A & 2B (Item #1)

- a. Project management to prepare bid documents, attend pre-bid meeting, respond to contractor questions, issue addendums if necessary, assist city with bidding, prepare bid tab & related documents for bid recommendations. Prepare contract documents for execution by city and contractor. Provide construction services, including, coordination with surveyor for project datum controls, attend pre-construction meeting, review shop drawing submittals, respond to requests for information, review and prepares change orders, make periodic site visits for observations, attend monthly construction meetings, and review contractor's monthly pay estimate. Make final inspection with owner and prepare construction record drawings from information provided by contractor. Submit construction record drawings in ACAD and pdf format on CD.

Design, Bid and Construction Phase Services Phase II Section 2C (Item #2)

- b. Project management to revise and update construction drawings, Prepare and submit utilities permit to Oklahoma Department of Transportation, coordination with surveyor for revised utility easements, prepare bid documents, attend pre-bid meeting, respond to contractor questions, issue addendums if necessary, assist city with bidding, prepare bid tab & related documents for bid recommendations. Prepare contract documents for execution by city and contractor. Provide construction services, including, coordination with surveyor for project datum controls, attend pre-construction meeting, review shop drawing submittals, respond to requests for information, review and prepares change orders, make periodic site visits for observations (total of 6), attend monthly construction meetings (total of 6), and review contractor's monthly pay estimate. Make final inspection with owner and prepare construction record drawings from information provided by contractor. Submit construction record drawings in ACAD and pdf format on CD.

ATTACHMENT B

Compensation

The engineer will receive a total compensation for Amendment No. 2 services of \$104,975.00

The fee is broken down into the following tasks:

Bid and Construction Phase Services Phase II Sections 2A & 2B (Item #1)

a. Bid Phase	\$15,575.00
b. Construction Phase	<u>\$27,525.00</u>
Total	\$43,100.00

Design, Bid and Construction Phase Services Phase II Section 2C (Item #2)

a. Design Phase	\$ 13,450.00
b. Bid Phase	\$ 16,775.00
c. Construction Phase	<u>\$ 31,650.00</u>
Total	\$ 61,875.00

The Engineer may submit interim statements, not exceed one per month, for partial payment for Services rendered. The statements to owner will be for all work actually completed. The Owner shall make interim payments within 45 days of receipt of invoice in response to Engineer's interim statements.

The Owner shall retain 10% of the progress billings until the project has been completed, associated improvements approved by the Trustees, and as-built drawings received by the Owner.

ATTACHEMENT C

Time Schedule for Scope of Services Performance

The Engineer shall within 15 calendar days following the "Notice to Proceed", submit the revised construction and documents to the Owner. Within 20 calendar days of receipt of comments the Engineer shall make all requested changes to the plans and Submit Final Plans and Specifications to the Owner for approval. Upon Owner approval of the Final Plans and Specifications, and upon receipt of required permits, the Engineer shall prepare Bid Documents and Advertise Project for Construction by a projected date to be determined by Owner