#### AMENDMENT NO. 1

# AGREEMENT FOR ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 1, attached to and made a part of the AGREEMENT, dated November 13, 2012, between the NORMAN UTILITIES AUTHORITY (Owner) and Cardinal Engineering Inc. (Engineer) for professional engineering services as necessary for the modification or relocation of approximately 2,400 feet of existing waterlines along Highway 9, generally between 24<sup>th</sup> and 36<sup>th</sup> Avenue SE, in preparation for roadway widening project (the Services).

WHEREAS, the Owner has determined that the design to extend a 12" water line approximately 2600' along the north side of State Highway 9 is similar in scope, location, schedule, and required expertise as is required under the AGREEMENT.

WHEREAS, the Engineer is prepared to provide additional engineering services as necessary under Amendment No. 1 to provide the design of the 12" water line.

NOW THEREFORE, in consideration of the promises contained in said Agreement, Owner and Engineer agree as follows:

#### **SCHEDULE**

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

#### SCOPE OF SERVICES

Engineer shall perform Additional Services in accordance with Attachment B.

## **COMPENSATION**

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

IN WITNESS WHEREOF. Owner and Engineer ha	eve executed this Amendment.
DATED this day of,	20
NORMAN UTILITIES AUTHORITY	CARDINAL ENGINEERING, INC.
OWNER	ENGINEER
By:Title: Chairman -N.U.A.	By:
Date:	Date: 3/13/2013
ATTEST	ATTEST
Secretary	Yye Fresident
Seal	Seal
APPROVED as to form and legality this 18 day of	of Marc, 20_13_
City Attorney	

## ATTACHMENT A

# TIME SCHEDULE FOR SCOPE OF SERVICES PERFORMANCE

The Engineer shall, initiate design services immediately upon receiving a Notice to Proceed. The Engineer shall provide construction documents within 30 days of receipt of the design survey to be provided by the Owner under separate agreement.

## ATTACHMENT B

#### 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. 1 – Extend 12" Water Line Approximately 2600' Along the North Side of State Highway 9:

Item #11: Prepare construction documents to extend a 12" water line approximately 2600' along the north side of State Highway 9. The beginning point being near the east end of E. Imhoff Road near the southwest entrance to the Hitachi Plant. The 12" line will follow the section line east for some distance before paralleling an existing sanitary sewer line. The line will join and existing 12" water line near Saxon Boulevard. The following tasks are included in the Scope of Services

#### AS BUILT DRAWINGS

Owner provided as-built survey of valves & hydrants to be utilized along with the contractor markups to prepare "as built" plan to be submitted to the Owner along with the digital file.

## WATER LINE DESIGN

Construction documents for public water line improvements will be provided. Included in the scope of work is the required engineer's report and application for ODEQ approval. Any required hydrant flow tests to determine available pressures and flows are to be provided by the Owner.

## BID DOCUMENTS & BID ADMINISTRATION

Cardinal Engineering will prepare bid documents and assist the Owner as necessary in the bidding and evaluation of bids.

#### CONSTRUCTION ADMINISTRATION

Cardinal Engineering has allocated 8 hours of Professional Engineer time to provide miscellaneous construction administration during the construction of the project. Anticipated tasks include progress meetings, submittal review, response to RFIs, miscellaneous correspondence, final inspection for public improvements, etc.

# PROJECT MANAGEMENT/MEETINGS/ODOT COORDINATION

Cardinal Engineering has allocated 3.5 hours to provide project management, attend project meetings, and ODOT Coordination during the course of the project.

#### REIMBURSABLES

Cardinal Engineering has allocated \$155 to cover reimbursed expenses such as reproduction, etc.

## **Exclusions from the Scope of Services:**

- Design Survey to be provided by the Owner under separate agreement
- Construction Inspection
- Construction Staking
- Easement/ROW acquisition documents and/or activities

## ATTACHMENT C

## **COMPENSATION**

The engineer will receive a total compensation for Amendment No. 1 Services of <u>Fourteen Thousand</u> and <u>Nineteen</u> (\$14,019) dollars. The fee will be distributed as follows:

Task	Original Contract	Amendment No. 1  12" Water Line Extension	Revised Contract Amount		
Item #1	\$2,300	\$0	\$2,300		
Item #2	\$4,200	\$0	\$4,200		
Item #3	\$1,900	\$0	\$1,900		
Item #4	\$22,100	\$0	\$22,100		
Item #5	\$2,300	\$0	\$2,300		
Item #6	\$3,300	\$0	\$3,300		
Item #7	\$1,000	\$0	\$1,000		
Item #8	\$6,700	\$0	\$6,700		
Item #9	\$0	\$0	\$0		
Item #10	\$3,300	\$0	\$3,300		
Item #11	\$0	\$14,019	\$14,019		
Total Fee	\$47,100.00	\$14,019.00	\$61,119.00		

The Engineer may submit interim statements, not to 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.

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Project Coordination (PLS)			\$110.00		-	3.5	Hrs.	\$ 110.00		385.00			\$ 110.00		
Project Coordination (PE)	24	Hrs.	\$120.00	\$	2,880.00		Hrs.	\$ 120.00		-			\$ 120.00		
Standard Two-Man Survey Crew		Hrs.	\$110.00	\$	_		Hrs.	\$ 110.00		-			\$ 110.00	\$	
CADD Technician	80	Hrs.	\$ 75.00	\$	6,000.00		Hrs.	\$ 75.00		- 1			\$ 75.00	\$	
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