

**AMENDMENT NO. 1 TO THE CONTRACT NO. K-1819-87
BETWEEN NORMAN UTILITIES AUTHORITY AND ENGINEER
FOR PROFESSIONAL SERVICES**

WATERLINE REPLACEMENT PARSON'S ADDITION

This is an agreement made as of the ____ day of _____, 2019 between the Norman Utilities Authority (OWNER) and Cabiness Engineering (ENGINEER) amending the Original Contract No. K-1819-87 dated December 11, 2018 between the said parties. OWNER now intends to phase the design work between two (2) construction projects which is 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 of work.

- a) Preparation of a second set of final plans (90% complete) and construction bid documents (100% Complete) for public bidding (i.e. Phase 2).
- b) Assist the OWNER with bidding services for a second construction project (i.e. Phase 2).
- c) Provide limited construction administration for a second construction project (i.e. Phase 2).
- d) Provide a set of record drawings (as-built plans) for a second construction project (i.e. Phase 2).

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

- a) ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
- b) For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed Seven Thousand, Seven Hundred and 00/100 dollars (\$7,700.00) based on the additional labor, equipment and incidentals required to complete the work and as specified on the attached fee schedule (Attachments C).
- c) 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-1819-87 dated December 11, 2018 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.

NORMAN UTILITIES AUTHORITY

Owner

By: _____

Title: Chairman

Date: _____

ENGINEER

Cabbiness Engineering, llc

By: 


Title: President

Date: November 6, 2019

ATTEST:

Secretary

ATTEST:


Secretary

APPROVED as to form and legality this 7 day of November 2019.


Authority 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 \$133,600.00 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 3A – Additional Set of Final Design Plans and Construction Bid Documents (Phase 2)	\$ 4,200.00
Task 4A – Limited Construction Administration (Phase 2)	\$ 2,000.00
Task 4B – Record Drawings (Phase 2)	\$ 1,500.00
TOTAL COMPENSATION	\$ 7,700.00

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.