AMENDMENT NO. 1
TO AGREEMENT
FOR
ENGINEERING SERVICES

This Amendment No. 1 dated this ________ day of ____________________________ 2015 is made a part of the Agreement dated September 11, 2012, between the Norman Utilities Authority (OWNER) and Alan Plummer Associates, Inc. (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this ________ day of ____________________________ 20________.

Alan Plummer Associates, Inc. - ENGINEER

ATTEST

By: Cletus R Martin _______________ [signature] _______________

Title: GROUP LEADER _______________ PRINCIPAL _______________

Norman Utilities Authority- OWNER

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

____
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _______ day of __________________, 20_____.

ATTEST

By: ______________________________ ______________________________
Title:

______________________________ ______________________________

ATTACHMENT A

SCHEDULE

ENGINEER shall complete Final Design Services and submit final plans and specifications to the OWNER within 120 calendar days following receipt of Amendment No. 1 from the OWNER.

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

ATTACHMENT B

CITY OF NORMAN

COMPOST FACILITY AMENDMENT #1 – SCOPE OF SERVICES

January, 2015

1.0 BACKGROUND

The Norman Utilities Authority (NUA) would like to use reclaimed water to irrigate windrows at the City of Norman (City) owned Yard Waste Compost Facility (Compost Facility). The Compost Facility Project (Project) shall include the design of a 24-inch pipeline to an existing meter vault and provide for an alternate connection to the compost facility booster pump station, which will allow the NUA to maintain potable water backup. Design work shall be performed under the existing Contract K-1213-54 for the Norman Compost Facility Engineering Report.

Phase I consisted of an Engineering Report under the original contract dated September 11, 2012.

Phase II (Amendment No. 1) will be the preparation of preliminary and final construction plans and specifications. Major activities include:

- Development of a Technical Memorandum evaluating the capacity of the existing reuse pumps prior to the kickoff meeting

- Development of 30%, 100% and Final design plans for the pipeline.

- Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER may utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) as applicable. For items not adequately covered in the City Specifications, the ENGINEER shall provide supplemental specifications and drawings. Specifications used in this PROJECT shall be submitted in a digital format acceptable to the OWNER.

- Calculation and presentation of an Opinion of Probable Construction Cost (OPCC) based upon the conceptual design plans, 100% quality control plans and specifications and Final Design plans and specifications.

2.0 BASIC SERVICES

Basic Services provided by the ENGINEER shall generally be covered under the following activities: Activity A – Project Coordination and Activity B - Detailed Design. Bid Phase Services and Construction Phase Services are shown under Special Services. Specific tasks for each activity are identified in the following sections.

ACTIVITY A - PROJECT COORDINATION

Task 1 – Kickoff Meeting and Meeting Preparation

ENGINEER shall prepare for and participate in a Project kick-off meeting for the detailed pipeline design. At the kick-off meeting ENGINEER shall confirm with the OWNER the scope of work, deliverables, schedule and administrative protocols.

1. ENGINEER shall prepare and present the project schedule, critical success factors and draft Project Management Plan at the kickoff meeting.

2. ENGINEER shall prepare and distribute draft meeting notes for review within 5 business days of the kickoff meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the team for record purposes.

Deliverables:

a. Draft and Final Meeting Notes

b. Baseline Design Schedule

Task 2 – Project Management

Provide project management for Activities A and B. Project management shall include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

a. ENGINEER shall coordinate design efforts on project tasks identified below.

b. ENGINEER as the prime design consultant will manage sub-consultant's field and design activities and coordinate those efforts with the OWNER.

c. ENGINEER shall prepare a common monthly invoice for all detailed design phase services.

Deliverables

a. Monthly Invoices

ACTIVITY B – DETAILED DESIGN

Task 1 – Quality Control Meetings

a. Participate in one (1) 100% design quality control review meeting with OWNER's personnel. ENGINEER shall furnish four sets of the draft plans, specifications and bidding documents to the OWNER for the meeting.

b. Provide a written record of OWNER comments and the ENGINEER's responses.

Deliverables:

a. Written response to OWNER's comments on 100% Design Plans

Task 2 – Detailed Design Plans

a. The ENGINEER will develop the plans as follows:

1. Perform design calculations; develop the design to 30% and provide review plans to the OWNER. The OWNER shall comment on the 30% design and the ENGINEER shall respond in writing to the OWNER's comments. Scale shall be 1 inch = 20 feet.

2. Develop the design to completion. Detailed design plans for the 24-inch waterline shall incorporate interconnections to the existing reuse pump piping, the existing Oklahoma University (OU) reuse pump piping and the existing meter vault/backflow preventer piping. The construction plans at a minimum shall include:

    - Plan sheets which show the following: proposed water plan and profile and recommended pipe size, meter boxes, valves, isolation valves, existing utilities and utility easements, and all pertinent information needed to construct the project.

    - The ENGINEER will prepare standard and special detail sheets for water line installation or replacement that are not already included in the OWNER's standard details. Applicable OWNER's standard details will be included in the detail sheets.

    Design shall comply with the most recent amendment of all applicable portions of Oklahoma Administrative Code.

3. After completion of the 100% quality control review meeting and prior to the advertisement for bids, ENGINEER shall provide contract documents and prepare an engineering design report and calculations to comply with ODEQ requirements. If necessary, incorporate modifications requested by permitting entities and obtain all required design approvals and permits. The OWNER shall be responsible for fees associated with the permitting process. OWNER shall obtain all necessary ROW prior to award of any construction contract(s). Submit plans as required to all parties associated with PROJECT including OWNER, ODEQ and private utility companies. ENGINEER will provide a written response to OWNER comments and will modifiy documents incorporating required changes. ENGINEER will provide sealed construction contract documents to OWNER.

4. The ENGINEER shall consult with the OWNER's Transportation and Public Works Department, Water Department, and other departments, public utilities, private utilities, and other facilities that have an impact or influence on the project.

5. ENGINEER shall require the Contractor to prepare the Storm Water Pollution Prevention Plan (SWPPP) required for the project for use by the CONTRACTOR during construction. CONTRACTOR will prepare standard details for proposed SWPPP improvements that the CONTRACTOR must use during construction. CONTRACTOR will be responsible for providing the required SWPPP and filing NOI and NOT documentation with appropriate regulatory agencies.

6. Traffic Control Plan is not included and shall be performed by others.

7. OWNER shall provide the latest record drwings and survey information for the project area to the ENGINEER.

b. Deliverables:

1. 30% plan submittal

2. 100% Quality Control Review Plans

3. Final Sealed Plans

Task 3 – Specifications

a. The ENGINEER will develop the plans as follows:

1. Prepare 100% specifications documents for OWNER review.

2. The ENGINEER's specifications shall fully describe the intended work and convey the intent of the design. The ENGINEER will utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible.

3. Prepare specifications for the proposed work on a unit price basis. Specifications shall include a measurement and payment description. Each unit price bid item will be described in this section.

b. Deliverables:

1. 100% Quality Control Review Specifications

2. Final Sealed Specifications

Task 4 – Opinion of Probable Construction Cost (OPCC) Development

a. The ENGINEER will prepare an OPCC for review by the OWNER as follows:
1. The OPCC will be prepared prior to the kickoff meeting based upon the recommended conceptual design. The Conceptual OPCC will be of limited detail incorporating the cost of major component systems with recommended allowances and contingency costs.

2. The OPCC will be updated and submitted with the 30% submittal and 100% quality control review of the plans and specifications.

3. The ENGINEER will update the OPCC prior to bid incorporating any changes to the final sealed plans and specifications following the 100% quality control review.

Preparation of additional construction packages, separate procurement packages or additional OPCC's if requested by the OWNER shall be provided as an ADDITIONAL SERVICE.

b. Deliverables:

1. Conceptual OPCC

2. 30% OPCC

3. 100% OPCC

4. Final OPCC

The following documents will be provided by the ENGINEER after sealing the contract document sets:

1. Four sets of half size (11-in x 17-in) plans and four specification books.

2. Electronic (PDF OCR) files of plans and specifications via optical disc.

3.0 ADDITIONAL SERVICES

Additional Services are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

a. Other services not included in Basic or Special Services that are approved by the OWNER.

b. Providing additional survey for the project area

c. Providing Subsurface Utility Enginering , Level A

d. Modification of design criteria or significant design changes following review and comment on the 30%, 100% and final design document submittals.

e. Labor and Analytical costs associated with water quality sampling, not included in Basic or Special Services.

f. Archeological investigations

g. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.

h. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.

i. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.

j. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.

k. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.

l. Payment of fees for permit applications and publication(s) of notices.

m. Public relation activities and consulting services.

n. Services known to be required for completion of the PROJECT that the OWNER agrees are to be furnished by the ENGINEER or by a sub-consultant that cannot be defined sufficiently at this time to establish the maximum compensation.

4.0 SPECIAL SERVICES

BID PHASE SERVICES

Task 1 – Pre-Bid Activities

Assist the OWNER in the advertisement of the project for competitive bids.

a. Assist the OWNER in securing bids, preparing addenda, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the OWNER for publication in the local news media. The cost for publications shall be paid by the OWNER. The ENGINEER will reproduce copies and distribute bidding documents. The ENGINEER will retain money received from the sale of bidding documents. The price of bid documents shall be agreed to by the OWNER and ENGINEER prior to advertisement.

b. Coordinate and conduct one pre-bid conference for the project for one bid package included in Basic Services.

c. In conjunction with the OWNER, ENGINEER will issue addenda in response to questions raised during the bidding process. ENGINEER will transmit addenda to all plan holders.

Task 2 – Post-Bid Activities

a. Assist the OWNER in the opening and tabulation of bids for construction of one project and recommend to the OWNER as to the proper action on all proposals received.

b. Following the opening of bids the ENGINEER shall conform the contract documents including all addendum changes. The following the contract document sets shall be provided:

    1. Four sets of half size (11-in x 17-in) conformed plans.

    2. Two conformed specification books for execution by the respective parties.

    3. Electronic (PDF OCR) files of the plans and specifications via ftp site or optical disc.

c. Assist the OWNER in coordinating the execution of the conformed contract documents.

d. Preparation of additional copies of the documents for the OWNER or other parties will be performed by the ENGINEER as an ADDITIONAL SERVICE.

CONSTRUCTION PHASE SERVICES

Task 1 – Pre-Construction Conference

a. Conduct one pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conferences. Attend monthly progress meetings at City Hall with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.

Task 2 – Construction Documentation

a. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the CONTRACTOR is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

b. Review and comment on the certificate of completion and the recommendation for monthly progress payments to the CONTRACTOR. Verification of quantities and completion of work shall be the responsibility of the OWNER. Such verifications shall take place in advance of the ENGINEER's review.

c. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR following final inspection of the completed Project.

d. Review, evaluate and prepare routine change orders as required.

Task 3 – Record Drawing Preparation

a. Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned OWNER or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a set of reproducible mylars of these revised drawings to the OWNER.

ATTACHMENT C

COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original Amount	Increase (Decrease)	Revised Amount
Phase I				
1	Gather and Review Information	$4,900	$0	$4,900
2	Identify Treatment Strategies	$3,500	$0	$3,500
3	Meeting with ODEQ	$3,400	$0	$3,400
4	Conceptual Design Facilities	$7,700	$0	$7,700
5	Prepare Engineering Report	$7,000	$0	$7,000
6	Reimbursible Expenses	$1,100	$0	$1,100
Phase II				
A	Project Coordination	$0	$4,500	$4,500
B1	Technical Memorandum	$0	$9,600	$9,600
B2	30% Pipeline Design	$0	$7,400	$7,400
B3	100% Design	$0	$14,000	$14,000
C	Reimbursible Expenses	$0	$1,400	$1,400
	Total Fee	$27,600	$36,900	$64,500

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

No budgetary allowance has established for Additional Services. Additional services must be authorized by amendment of the agreement. Time and materials billing for ENGINEER'S labor will be at the hourly rates provided below. ENGINEER's direct expenses, including subcontractor expenses, will include a multiplier of 1.10.