

AMENDMENT No. 1

TO CONTRACT K-1516-44

ENGINEERING SERVICES

**ROADWAY IMPROVEMENTS AS A PART
OF THE CDBG DISASTER RELIEF PROJECTS**

SCOPE OF SERVICES

The following general scope of services shall be made a part of the Agreement dated August 25, 2015 and shall supplement Attachment A of the Scope of Services of the original agreement, K-1516-44.

Part I

Project Extents:

120th Avenue NE – Tecumseh Road to Stella Road
Stella Road – 132nd Avenue NE to 144th Avenue NE

Project Exceptions:

The following intersection will not be reconstructed as a part of this project:

120th Avenue NE and Stella Road

Incidental Construction:

The PROJECT shall include grading, drainage, storm sewer or other drainage appurtenances, paving and any other ancillary construction as required to tie the proposed construction to adjacent roadways.

Design criteria and other requirements specific to this PROJECT include:

- The design shall include full depth construction as required by drainage improvements. Where reconstruction is not required, a minimum of a three (3) inch overlay will be designed. Full depth patching will be completed as needed.
- The design shall include all associated drainage structures and accompanying design calculations. The CONSULTANT is not required to submit the calculations.
- Construction documents developed by the CONSULTANT shall comply with the established requirements of HUD.

Part V

Task 8 – Construction Services

CONSULTANT will perform a level of service which will include construction inspection, construction management, construction materials acceptance testing, and project audit. CONSULTANT will provide technically competent and appropriately qualified personnel to perform these services. CONSULTANT will manage construction contracts in accordance with the plans, specifications, standards associated manuals. Duties of CONSULTANT will include the following items:

- Hold all meetings and conferences.
- Review the contractors' work progress and make recommendations to OWNER as required for contract compliance.
- Monitor and document daily construction progress (on-site inspection).
- Maintain construction files to OWNER standards.
- Initiate and approve progressive estimate payments to the contractor.
- Perform material sampling/testing as required for contract compliance.
- Verify the correct placement of relocated utilities.
- Review and evaluate contractors' modification requests and make recommendations to OWNER.
- Monitor construction for compliance with specifications and regulations.

CONSULTANT will limit the involvement of OWNER staff to the absolute minimum during the construction phase. All management and inspection services conducted by CONSULTANT will be used to verify compliance with the plans and specifications and will be performed in accordance with OWNER policies and procedures as required in the construction documents.

**ATTACHMENT B
PROJECT SCHEDULE**

ARTICLE 4 - SCHEDULE of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	April 13, 2016
Preliminary Design	October 3, 2016
Final Plans 100% - Not Bid Set	November 7, 2016
Plans, Specifications and Estimate (P,S,& E) Submission	December 16, 2016
Bid Documents	December 16, 2016

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 – DELAY IN PERFORMANCE of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

ATTACHMENT C COMPENSATION

ARTICLE 5 - COMPENSATION 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 \$1,508,032.00 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:

DESIGN TASK	COMPENSATION	
	Tranche 2 (Projects 1-7)	Projects 8 & 9
Topographical Survey	\$ 0	\$ 37,000
Construction Audit	\$ 20,000	\$ 12,000
Final Construction Plans (P,S & E Submittal)	\$ 0	\$ 92,000
Environmental Clearance Assistance	\$ 0	\$ 15,000
Construction Quality Control Material Testing	\$ 190,000	\$ 50,000
Geotechnical Engineering and Pavement Design	\$ 9,600	\$ 27,632
Drainage Design	\$ 0	\$ 15,000
Utility Coordination	\$ 0	\$ 5,000
Bid Administration	\$ 0	\$ 5,000
Construction Support Services	\$ 398,000	\$ 178,000
CDBG – HUD Oversight	\$ 120,000	\$ 92,000
Program Management	\$ 138,000	\$ 110,000
Quality Control	\$ 0	\$ 8,000
SUB-TOTALS	\$ 875,600	\$ 646,632
TOTAL COMPENSATION	\$ 1,522,232	

SUPPLEMENTAL TASK	COMPENSATION
Additional Design Services	\$ 20,000
TOTAL COMPENSATION	\$ 1,542,232

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.

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and Atkins North America have executed this Agreement.

DATED this 12th day of APRIL, 2014

The City of Norman
(OWNER)

Signature Cindy Rosenthal

Name Cindy Rosenthal

Title Mayor

Date 4/12/16

Attest:

Brenda Hall
City Clerk



Atkins North America

Signature M. Craig Hogan

Name M. Craig Hogan

Title Sr. Vice President

Date 4/5/16

Attest:

[Signature]
Secretary

Approved as to form and legality this 7 day of April 2014.

[Signature]
City Attorney

