

AMENDMENT NO. 1

AGREEMENT
FOR
ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 1, attached to and made a part of the AGREEMENT, dated February 8, 2011, between the CITY OF NORMAN (OWNER) and Cardinal Engineering Inc. (CONSULTANT) for professional engineering services as necessary for the Reconstruction and Widening of Cedar Lane from 12th Avenue SE to ½ mile east of 24th Avenue SE (the SERVICES).

WHEREAS, the Owner has determined that additional services beyond the Scope originally estimated for Design Services, Design Additional Services, Right-of-Way Acquisition Support Services are required to complete the project and those services are similar in scope, location, schedule, and required expertise as is required under the AGREEMENT.

WHEREAS, the Engineer is prepared to provide those additional engineering services under AMENDMENT NO. 1 – ADDITIONAL DESIGN SERVICES.

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

SCOPE OF SERVICES

CONSULTANT shall perform Additional Services in accordance with Attachment A.

COMPENSATION

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

SCHEDULE

CONSULTANT shall complete the ADDITIONAL DESIGN SERVICES in accordance with Attachment C.

IN WITNESS WHEREOF. OWNER and CONSULTANT have executed this Amendment.

DATED this _____ day of _____, 20_____.

The City of Norman
(OWNER)

Cardinal Engineering, Inc..
(CONSULTANT)

Signature _____

Signature _____


Name _____

Name STEVEN K. LEMKE

Title _____

Title V.P.

Date _____

Date 8-21-13

ATTEST:

ATTEST:

Secretary

Will R. Smith
Secretary

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. 1 – ADDITIONAL DESIGN SERVICES:

Pre-Design Services (Phase 1): NO CHANGE

Design Additional Services (Phase 2):

- (a) The required supplemental survey effort exceeded the Estimated Fee established in the original contract. The original contract was based on a projected level of unknown supplemental survey effort. Tasks included ROW staking, extending the topographic survey limits beyond the original scope on U.S. 77, locating previously unmarked utilities, locating new & changed utilities, and modifying various easements & documents due to land owner negotiations.
- (b) The actual number of subcontracted utility locates (112) exceeded the original number (25) included in the original contract.

The above items were identified as “Estimated Fee” in the original contract and noted to be paid based on actual expenditures. This Amendment updates the Estimated Fee to Actual Expenditures.

Design Services (Phase 3):

- (a) Design modifications to the intersection of 12th Avenue SE & Cedar Lane requiring that additional dual, south bound turn lanes were added to the required scope due to recent traffic studies increasing the projected southbound traffic for this intersection. The new data will require the modification at the 95% complete stage requiring substantial additional design effort. The original design was based on the contract scope of a single left turn lane.
- (b) Design modifications to the storm sewer to reduce right-of-way acquisition costs and to accommodate a major power transmission line were required at the 95% complete stage requiring substantial additional design effort.

Environmental Clearance Support (Phase 4): NO CHANGE

ROW Acquisition Support Services, Recoupment District Legals & Exhibits (Phase 5):

- (a) The proposed ROW was reduced to save ROW acquisition costs. The ROW acquisition documents required significant modification to reflect the changes.

Utility Relocation/BNSF Railroad Coordination (Phase 6): NO CHANGE

Construction Services (Phase 7): NO CHANGE

ATTACHMENT B

COMPENSATION

The CONSULTANT will receive a total compensation for Amendment No. 1 Services of Fifty-Two Thousand Six Hundred and Sixty-One (\$52,661.00) dollars. The fee will be distributed as follows:

Task	Original Contract	Amendment No. 1 Additional Design Services	Revised Contract Amount
Phase 1 Pre-Design Services	\$71,782	\$0	\$71,782
Phase 2 Design Additional Services	\$21,478	\$19,360	\$40,838
Phase 3 Design Services	\$179,930	\$29,462	\$209,392
Phase 4 Environmental Clearance Support	\$8,480	\$0	\$8,480
Phase 5 ROW Acquisition Support Services Recoupment District Legals & Exhibits	\$13,210	\$3,839	\$17,049
Phase 6 Utility Relocation BNSF Railroad Coordination	\$31,870	\$0	\$31,870
Phase 7 Construction Services	\$23,880	\$0	\$23,880
Total Fee	\$350,630	\$52,661	\$403,291

The CONSULTANT 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 CONSULTANT'S interim statements.

ATTACHMENT C

TIME SCHEDULE FOR SCOPE OF SERVICES PERFORMANCE

Time is of the essence. The CONSULTANT will immediately initiate outstanding additional design services upon approval of AMENDMENT NO. 1.