

**AMENDMENT NO. 2
TO CONTRACT NO. K-1213-169**

Amendment 2 of the Contract K-1213-169 between Atkins North America, Inc. (CONSUTLANT) the City of Norman (OWNER) is amended to include the following agreement of the parties. The attached alignment design shall be followed unless unforeseen conflicts require the alignment to be revised. Any alignment change requested by the City of Norman after the 30 percent plan submittal has been approved will be added by supplemental agreement.

1. CITY UTILITIES DESIGN

- a. Design Survey – CONSULTANT shall provide survey of the project area outside of the 24th Avenue East Widening Project original survey. The survey will be required for the preparation of Plan and Profile sheets. No right of way acquisition is anticipated or included in the fee estimate. No additional boundary work, property staking, or easement searches are included in the estimate. This will be a time and material based task.
- b. Record Drawings – At the completion of the project, the CONSULTANT will prepare as-built documents based on survey and notes provided by the contractor. These documents will be delivered in PDF format, Autocad format, and hard copy as requested by the City of Norman.
- c. Water Line Design (16" & 36") – CONSULTANT will prepare water line plans, specifications, details, Engineering Report/Application for ODEQ (with the assumption that the City of Norman will provide their own water model) necessary for the permitting and construction of the water line project. The plans are anticipated to include Plan and Profile sheets for approximately 9,500 lineal feet of water line. The general scope of the project is to construct a new water line from just north of Alameda Street, north to Robinson Street and make appropriate ties to the existing system. It is anticipated that the line will be PVC.
- d. Water Line Design by Others – Included in the design will be to coordinate with Freese and Nichols to establish the proper alignment to connect to the vault they will design. No connection details will be included in this design.
- e. Geotechnical Investigation – CONSULTANT will have a third-party company take borings necessary to generate a geotechnical report to support the thrust block design for the 36-inch water line. This fee will be a pass-through cost.

- f. Bid Documents and Bid Administration – CONSULTANT will prepare all new documents necessary for the advertising, bidding and award of the project. Costs include four (4) plan sets for each submittal for the City’s review. Contractors will have the option to purchase printed plans or request an electronic version at no cost during the bidding process. CONSULTANT will assist the City of Norman as requested in facilitating pre-bid meetings, bid tabulations, & bid award recommendations.
- g. Structural Design – This item covers the design of the thrust blocks associated with 36” water line. Vault design is not included but can be added by supplemental agreement.
- h. Construction Support – There is no construction support included in the contract with the exception of responding to RFI’s.
- i. Additional Design Services – Additional design services will only be used if necessary for additional design or survey costs which exceed the limits in tasks 11 or 12. This fee can only be used with approved by the OWNER. Any additional costs over the limits in Task 11 & 12 will be billed on a time and materials basis.
- j. Exclusions
 - i. Foundation Design/Building Design/Structural Design/Fire Protection Design/Site Lighting/Landscape Design/Irrigation Design/ Vault Design
 - ii. Construction Surveying
 - iii. Construction Inspection
 - iv. MEP Services

ATTACHMENT A
SCHEDULE

It is understood and agreed that the services under this agreement shall commence upon execution of the agreement between the City of Norman and Atkins North America, Inc. and after receipt of a written Notice to Proceed from the City of Norman. The parties mutually agree that time is of the essence in the performance of this agreement for the owner to meet the requirements to receive their anticipated funding. The typical 30% plans will be provided to assess the alignment only. Preliminary bid documents will be provided to the City of Norman to review prior to the 100% submission.

DESIGN TASK	Submission Date
60%	Friday, November 16, 2018
100%	Friday, December 28, 2018
Bid Documents	Friday, January 04, 2019
Bid Notice	Friday, January 04, 2019
Pre-Bid	Tuesday, January 15, 2019
Bid Opening	Thursday, January 24, 2019
Bid Tabulation of Recommendation	Friday, January 25, 2019

**ATTACHMENT B
COMPENSATION**

COMPENSATION of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified above 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 \$90,700 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified above, in accordance with the amounts stated below:

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.

TASK	DESIGN TASK	North Project
11	Design Survey	\$8,000
12	Water Line Design (16" and 36")	\$62,800
13	Geotechnical Design/Report	\$9,200
14	Bid Administration	\$3,200
15	Structural Design	\$5,000
16	Record Drawings	\$2,500
	TOTAL SUPPLEMENTAL AGREEMENT COMPENSATION	\$90,700

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, Inc. have executed this Agreement.

DATED this ____ day of _____, 201__.

The City of Norman
(OWNER)

Atkins North America, Inc.

Signature _____

Signature_____

Name _____

Name _____

Title _____

Title _____

Date_____

Date _____

Attest:

Attest:

City Clerk

Secretary

Approved as to form and legality this ____ day of _____ 201__.

City Attorney