

**AMENDMENT NO. 1
TO CONTRACT NO. K-2223-85**

Amendment No. 1 of the Contract K-2223-85 between Olsson, Inc. (CONSULTANT) the City of Norman (OWNER) is amended to include the following agreement of the parties.

**ATTACHMENT A1
SCOPE OF SERVICES**

DESCRIPTION

Olsson recommends a bridge sized culvert to convey Dave Blue Creek flow for an existing 72" CMP cross drain under 36th Ave SE. A bridge sized RCB is anticipated.

3. Bridge / Structural

a. Bridge Design – RCB Bridge Box

Based on preliminary hydraulics, existing 72" CMP needs to be upsized to a 20'x8' box that is 150' long.

The upsizing of the bridge structure shall include:

- Skewed RCB to avoid channel realignment
- Obtaining new NBI number

b. Hydraulic Study

A Hydrological and Hydraulic (H&H) study for the proposed structure located approximately 2.4 miles north of the intersection of 36th Avenue SE and East Cedar Lane Road will be conducted to determine the functional size of the required future structure at this location.

A preliminary H&H report that includes models for natural, existing, proposed and ultimate conditions to determine their performance during 2-, 5-, 10-, 25-, 50-, 100- and 500-year storm events will be submitted for the staff review and approval. The final H&H report will address all comments generated from the review of the preliminary H&H report.

This scope does not include a Federal Emergency Management Agency (FEMA) map change. The existing structure is located in FEMA regulatory flood Zone A.

**ATTACHMENT C1
 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 \$598,100 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 & A1 – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Roadway / Street	\$200,000
Task 2 – Traffic	\$57,800
Task 3 – Bridge / Structural	\$88,000
Task 3 – Bridge / Structural – RCB Bridge	\$26,600
Task 3 – Bridge Hydraulics	\$12,000
Task 4 – Survey	\$57,700
Task 5 – Geotechnical Testing	\$62,000
Task 6 – Environmental Clearance	\$43,000
Task 7 – Right-of-Way	\$16,000
Task 8 – Utilities	\$15,000
Task 9 – Construction	\$20,000
ORIGINAL FEE	\$559,500
AMENDMENT 1 FEE	\$38,600
NEW CONTRACT AMOUNT AMENDMENT 1	\$598,100

*Amendment 1 items

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 Olsson, Inc. have executed this Agreement.

DATED this ____ day of _____, 202_.

The City of Norman
(OWNER)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Olsson, Inc.

Signature James Sparks

Name James Sparks

Title Vice President

Date 10/16/2023

Attest:

Amanda Ritchey
Secretary



Approved as to form and legality this 17 day of Oct 2023.

Ali Poole
City Attorney