

**AMENDMENT NO. 2
TO CONTRACT NO. K-1617-103**

Amendment No. 2 to Contract K-1617-103 between EST, Inc. (CONSULTANT) the City of Norman (OWNER) is amended to include the following agreement of the parties.

1. REVISE ROADWAY GEOMETRICS AND ASSOCIATED ITEMS

- a. CONSULTANT will revise the number of traffic lanes and modify the roadway widths at the intersection of Cedar Lane and 36th Avenue SE to minimize the right-of-way. This will require revisions to the roadway design, and the following plan components:
 - Revise plan and profile sheets illustrating the roadway geometric and associated profile changes
 - Driveway revisions
 - Culvert and storm pipeline revisions within the modified roadway segments
 - Updated cross section sheets illustrating the new roadway geometrics and revised grades and slopes
 - Revised inlet spacing to reflect changes in roadway widths.
 - Revised signing and striping plans for changes in storage lengths and number of lanes at the intersection
 - Revised right-of-way and easements along the project
 - Recalculation of quantities for all affected construction items

**ATTACHMENT “B”
to
AGREEMENT
FOR
ENGINEERING SERVICES**

1 ANTICIPATED SCHEDULE

- 1.1.** Based upon the project scope (as described in Attachment “A”), the anticipated schedule for the project will be as follows:

<u>Project Submittals</u>	<u>Days from NTP</u>
Right of Way Construction Plans to City	August 18, 2023
Right of Way Maps and Easements	30 days
Final Review Plans to City	180 days
Final Review Plans to ODOT (if federal funds)	15 days
Final PS&E	30 days

If any portion of the project scope is adjusted the above schedule will need to be modified to allow for additional time. The submittals that require feedback from either the City or ODOT may require the adjustment of the schedule due to additional time to review the provided documents. Anticipated letting date is currently in FY 2025.

**ATTACHMENT C
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 \$480,504.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

Phase	Fee
Preliminary Design	\$168,800.00 Lump Sum (Original Contract)
Final Design	\$230,659.00 Lump Sum (Amendment No.1)
Revised Final Design	\$81,045.00 Lump Sum (Amendment No.2)

Total \$480,504 Not to Exceed

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 EST, Inc. have executed this Agreement.

DATED this ____ day of _____, 2023.

The City of Norman
(OWNER)

Signature _____

Name Larry Heikkila

Title Mayer

Date _____

Attest:

City Clerk

EST, Inc.

Signature Michael Vahabzadegan

Name Michael Vahabzadegan

Title President

Date 6/28/23

Attest:

Paul Paynter
Secretary

Approved as to form and legality this 6 day of July 2023.

Elizabeth Heikkila
City Attorney