

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 of the Contract K-1920-22 between Olsson, Inc. (CONSULTANT) the City of Norman (OWNER).

**WITNESSETH:**

WHEREAS, the Parties entered into Contract K-1920-22 on July 23, 2019 for Program Management Services, as set forth therein, through December 2022, for a total cost of **\$750,459.84**.

WHEREAS, the Parties wish to extend CONSULTANT's provision of those services, and to supplement those services as set forth herein, for an extended time period to end on December 31, 2025, for a total additional cost of **\$353,504.93**.

NOW, THEREFORE, the Parties hereby agree to the following amendments to K-1920-22 as follows:

- I. **ATTACHMENT A** to K-1920-22 shall be supplemented to provide for the following Scope of Services, applicable to the time period beginning upon approval of this Amendment:

**SCOPE OF SERVICES**

**1. DESCRIPTION OF PROJECT**

Olsson has been selected by the City of Norman (the City) to serve as the Program Manager for the 2019 City of Norman Transportation Bond Program. This program consists of nineteen (19) projects. Of these projects, seventeen (17) are City roadway design projects, one specifies funding for a Traffic Management Center, and the last designates City funding toward updating the I-35 and Indian Hills Road Interchange in partnership with the Oklahoma Department of Transportation (ODOT).

**2. BASIC CONSULTING SERVICES**

Olsson will serve as an extension of the City of Norman Staff to provide services necessary to manage the Transportation Bond Program. For all seventeen (17) design projects, Olsson shall prepare and update monthly cost estimates, schedules, and scoping documents. Olsson shall provide updated documents, maintain web applications, and maintain the mobile application (app) to provide City staff with updates on the program and projects. Olsson shall attend meetings with City staff, city council, and other groups as required. Olsson shall assist the City in cost tracking, consultant selection, contract updates, project fee negotiations, project plan reviews, and project schedule updates.

**3. QUARTERLY REPORT**

Olsson shall prepare a quarterly report that will include updated overall program and individual project costs and schedules. The quarterly report will include narratives addressing accounting, payment, cash flow and schedule issues/status. Any item that is identified that could alter the program, will be included in the quarterly report with corrective action plans.

The quarterly report will include inventories for right-of-way and utilities that will list out each item and status.

#### **4. ADDITIONAL SERVICES**

##### **Project Design Reviews / Construction Reviews**

As requested, Olsson shall attend design review meetings and shall review and provide written comments emphasizing areas or aspects of the project needed to support City Staff. Constructability may also be reviewed by Olsson by request. Any unused fee for design reviews can be utilized, as requested by the City of Norman, to fund additional grant writing tasks, other additional services, or roll over into Amendment No. 2. During construction on all projects, invoicing will be tracked as part of Olsson's basic consulting services. No other construction oversight, reviews, or approvals are expected.

##### **Grant Writing Services**

As requested, Olsson shall provide Grant writing services in support of funding for City of Norman projects. This Amendment provides an estimated amount that, if left unused, can be utilized to fund other additional services or roll over into Amendment No. 2, upon the request of the City of Norman. At the onset of a grant writing request, Olsson and the City of Norman will agree on the specific scope and amount of fee necessary for the specific grant writing task.

#### **5. OTHER ADDITIONAL SERVICES**

At the request of the city of Norman, Olsson can provide additional services in support of the program. As an example, additional services could be to provide additional reviews during design or construction for plans, pay estimates, change orders or supplemental agreements. If additional services are requested, the City of Norman and Olsson will discuss the City's needs and develop an amendment to this agreement.

- II. **ATTACHMENT B** shall be amended so as to reflect provision of the services outlined in ATTACHMENT A for this Amendment through December 31, 2025.
- III. **ATTACHMENT C** be supplemented so as to provide for CONSULTANT's compensation through December 31, 2025 as follows:

#### **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 \$353,504.93 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 above, in accordance with the amounts stated below:

<b>Task</b>	<b>Description</b>	<b>Amount</b>
<b>1</b>	Basic Consulting Services (monthly expense* three year total)	\$272,959.56
<b>4</b>	Program Oversight: Quarterly Reports (quarterly expense * three year total)	\$36,986.48
<b>7</b>	Implementation Plan – three years of updates	\$15,319.98
<b>9</b>	Additional Services – Project Design and Grant Writing	\$28,238.91
	<b>Total Supplemental Agreement Compensation</b>	<b>\$353,504.93</b>

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.

- IV. Contract K-1920-22 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2122-49 shall remain in full force and effect.

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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

Approved as to form and legality this 5 day of January 2023

Elizabeth Luchala  
City Attorney

Olsson, Inc.

Signature James M. Sparks

Name James M. Sparks

Title Oklahoma Regional Leader

Date 1/4/2023

Attest:

Jynnel LaForteza  
Secretary

