

## AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. K-2122-49 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and ADG, PC, now ADG Blatt, (hereinafter "CONSULTANT").

### WITNESSETH:

WHEREAS, the parties entered into Contract No. K-2122-49 on September 14, 2021, pursuant to which CONSULTANT was to provide professional services, including: Certain design, analysis and engineering services in connection with the Master Plan for Public Works and Utilities facilities ("Project").

WHEREAS, Contract No. K-2122-49 was for a total amount of NINETY-NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$99,600.00).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-2122-49, which supplements the scope, cost, and Project schedule of K-2122-49; and

NOW, THEREFORE, the parties desire to amend Contract K-2122-49 as follows:

- I. Due to a merger of ADG, PC with Blatt Architects in June of 2022, ADG PC is now known as ADG Blatt and the introductory paragraph to K-2122-49 shall be amended to recognized ADG Blatt as the "CONSULTANT" going forward;
- II. The Project shall be amended to add and supplement CONSULTANT'S provision of the professional services under the contract to also include those professional services described in the attached **Exhibit A**;
- III. The Amendment 1 Services Project Schedule shall be provided by CONSULTANT as set forth in the attached **Exhibit B**.
- IV. The Amendment 1 Services shall be provided at a total additional cost not to exceed FORTY-FOUR and 00/100 DOLLARS (\$44,000.00) as set forth **Exhibit C2**, for a new total contract amount of ONE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$143,600.00);
- V. The Amendment 1 Services include up to \$1000 in Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, and only where in excess of items not otherwise included in the underlying Project Scope, as follows:

- (a) Transportation and out-of-town travel and subsistence authorized by the Owner;
- (b) Long distance services, dedicated data and communication services, teleconferences, Project web sites and extranets;
- (c) Permitting and other fees required by authorities having jurisdiction over the Project;
- (d) Printing, reproductions, plots and standard form documents;
- (e) Postage, handling and delivery;
- (f) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- (g) Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- (h) If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- (i) All taxes levied on professional services and on reimbursable expenses;
- (j) Site office expenses;
- (k) Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve a certified sustainable objective, as applicable; and
- (l) Other similar Project-related expenses.

Reimbursable Expenses shall be invoiced and detailed by Consultant in the manner otherwise provided in K-2122-49, and its amendments.

Contract K-2122-49 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.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF NORMAN, OKLAHOMA  
("OWNER")**

By: \_\_\_\_\_  
Mayor Larry Heikkila

ATTEST:

By: \_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Attorney

**ADG BLATT  
("CONSULTANT")**

By: \_\_\_\_\_  
Name: JAMES C. WITCHER  
Title: PRINCIPAL

ATTEST:

By: Cheryl Stewart  
Title: Office Coordinator

