

AMENDMENT NO. 3 TO THE CONTRACT NO. K-1213-170

BETWEEN CITY OF NORMAN AND ENGINEER FOR PROFESSIONAL SERVICES

36th Ave NW PROJECT

This is an agreement made as of the 16th day of December, 2025 between the City of Norman (OWNER) and STV Incorporated (STV) (ENGINEER) amending the Original Contract No. K-1213-170 dated May 24, 2013, and entered into between the Owner and CP&Y, Inc. (CP&Y). OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract. Additionally, by this amendment the parties assign this Contract from CP&Y to STV as set forth below.

WHEREAS, the following shall be considered as the additional work beyond the original scope:

I. Additional Scope of Work

1. Revise Typical Section for Phase One. Will remove southbound bike lane on Phase One of the project. Bicycles can utilize the Shared Use Path (SUP). SUP shall be extended north of the Franklin Road intersection;
2. Revise plans accordingly to revise the typical section throughout. The following subtasks will be affected by this change and will impact 77 of the 128 sheets in the final plans:
 - a. Title Sheet and ODOT specs
 - b. Typical Sections
 - c. Plan and Profile Sheets (Roadway and Drainage)
 - d. Drainage area maps
 - e. Storm Sewer Design and Details
 - f. Traffic Control Design and Plans
 - g. Signing and Striping Plans
 - h. Quantities, Pay Items, Notes and Summaries
 - i. Cross Sections;
3. Revise Typical Section for Phase Two. Will remove both northbound and southbound bike lane on Phase Two of the project. Bicycles can utilize the Shared Use Path (SUP). SUP shall be extended north of the Phase One of the project and carried through to the end of the project;
4. Revise plans accordingly to revise the typical section throughout. The following subtasks will be affected by this change and will impact 121 of the 123 sheets in the final plans:
 - a. Title Sheet and ODOT specs
 - b. Typical Sections
 - c. Bridge GP&E
 - d. Plan and Profile Sheets (Roadway and Drainage)
 - e. Drainage area maps
 - f. Storm Sewer Design and Details
 - g. Traffic Control Design and Plans
 - h. Signing and Striping Plans
 - i. Quantities, Pay Items, Notes and Summaries
 - j. Cross Sections;
5. Analyze and update the proposed storm sewer trunk line between Indian Hills Road and the culvert crossing at Sta. 64+45.05. The design consultant for the adjacent Oklahoma Turnpike Authority EWC project has determined that additional drainage will impact the proposed culvert trunk line size. The ENGINEER has discussed the impacts with the design consultant and OWNER and will provide appropriate revisions to the plans.
6. Additional Project Management oversight to include invoicing, internal design meetings and subconsultant coordination;

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Professional Engineering Services and the payment for those services by OWNER as set forth below for the above described additional scope of work.

II. Amendment No. 3 to K-1213-170 and Assignment:

1. **ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.**
2. **For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed Two hundred forty-five thousand two hundred and 00/100 dollars (\$245,200.00) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments B).**
3. **On August 18, 2025, CP&Y merged fully with STV Incorporated, with STV as the surviving entity. Therefore, by this amendment the parties also recognize and expressly approve the assignment of this contract from CP&Y, Inc. to STV Incorporated. All references to ENGINEER shall hereafter identify STV. By the assignment, the City does not waive any rights, expectations or benefits expected under the contract, including any rights of action or claims that accrued, known or unknown, against ENGINEER before this assignment, regardless of the entity that performed the subject services or work. Notwithstanding, STV shall be fully responsible for delivery of all services and work under this Contract, and its rights against CP&Y relating to any claims under this Contract, if any, shall be determined by any agreements between STV and CP&Y.**
4. **All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.**

This Amendment No. 3 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1213-170 dated May 24, 2013 which terms, covenants, and conditions are hereby reaffirmed and ratified.

Amend. No. 3 K-1213-170

IN WITNESS WHEREOF. Owner and Engineer have executed this agreement.

DATED this _____ day of _____, 2025.

CITY OF NORMAN

Owner

By: _____

Title: _____

Date: _____

STV INCORPORATED

Engineer

By: D. Pharr

Title: Vice President

Date: 12.16.2025

ATTEST:

City Clerk

ATTEST:

Secretary

APPROVED as to form and legality this 6 day of Jan 2025.

Elizabeth Muckler
City Attorney

Signatory Notarization

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said David Neuhauser of STV, Inc its Vice President to me known to be the identical person(s) who executed the foregoing K-1213-170-Amendment 3 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 16th day of December, 2025.

My Commission Expires: April 16, 2027

Notary Public: Richard Taylor

