

**AMENDMENT NO. 2 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 10<sup>th</sup> day of January, 2024 between the City of Norman (OWNER) and CP&Y, Inc. dba STV Infrastructure (STV) (ENGINEER) amending the Original Contract No. K-1213-170 dated May 24, 2013 between the said parties. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract. The following shall be considered as the additional work beyond the original scope.

- (a) Develop a PS&E set of plans to add a HAWK signal with pedestrian crossing near the entrance to Ruby Grant Park. The purpose of the project is to add a HAWK signal to the existing condition that will be compatible with the future project;
  - a. Title Sheet and ODOT specs
  - b. Summary of Pay Quantities and Notes (Roadway and Traffic)
  - c. Summary Sheets (Roadway and Traffic)
  - d. Erosion Control Plan
  - e. Plan Sheets (Roadway)
  - f. Pedestrian Ramp Details
  - g. HAWK Signal Plan
  - h. HAWK Signal Details
  - i. HAWK Signal Wiring Diagram
  - j. Traffic Control Design and Plans
  - k. Signing and Striping Plans
  - l. Quantities, Pay Items, Notes and Summaries
  - m. Cross Sections;
- (b) Additional Survey for existing Ruby Grant Park driveway entrance;
- (c) Assist the City in the Bidding Process;
- (d) Construction Services;
- (e) 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.

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 Fifty-eight thousand one hundred and eighty four and 00/100 dollars (\$58,184.00) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments B).
3. All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.
4. ENGINEER company will hereafter be known as "CP&Y, Inc, dba STV Infrastructure (STV). This name change is for ENGINEER's marketing purposes only. No change has occurred to the legal entity and ENGINEER shall provide the same benefits and have the same obligations as those set forth in the original contract, and any amendment thereto."

**This Amendment No. 2 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.**

**K-1213-170**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Engineer

By: *[Signature]*

Title: Senior Vice President

Date: 1/10/2024

**ATTEST:**

\_\_\_\_\_  
City Clerk

**ATTEST:**

*[Signature]*  
Secretary

APPROVED as to form and legality this 17 day of January 2024.

*[Signature]*  
City Attorney