## AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. K-1920-49 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and Stantec Consulting Services, Inc., (hereinafter "CONSULTANT").

## WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1920-49 on October 23, 2019, pursuant to which CONSULTANT was to provide professional services, including: <u>Systems Engineering</u> <u>Analysis (SEA) for a Traffic Management Center Including Staffing Needs Study for the Traffic Control Division (TCD) and Final Design for the Traffic Management Center (TMC) in Norman, Oklahoma ("Project").</u>

WHEREAS, Contract No. K-1920-49 was for a total amount of TWO HUNDRED SEVENTY-FOUR THOUSAND TWENTY-TWO AND 31/100 DOLLARS (**\$274,022.31**).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-1920-49, which supplements the scope, cost, and Project schedule of K-1920-49; and

NOW, THEREFORE, the parties desire to amend Contract K-1920-49 as follows:

- I. 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 "Consultant Scope of Services Task Work Order 2 (attached hereto as **Attachment A** hereto, hereafter "Amendment 1 Services");
- II. The Amendment 1 Services shall be provided at a total additional cost of THREE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND 25/100 DOLLARS (\$302,134.25) as set forth Attachment B hereto, for a new total contract amount of FIVE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY-SIX AND 56/100 DOLLARS (\$576,156.56);
- III. Notwithstanding any other language herein, including any descriptions contained within the Attachments hereto, the schedule for Amendment 1 Services shall be as follows:
  - a. All <u>design</u> Amendment 1 Services shall be completed no later than six (6) months following Notice to Proceed ("NTP") with Amendment 1 Services; and
  - b. A schedule for <u>post-design</u> Amendment 1 Services mutually agreeable to the parties may be provided at a later date; however under no circumstances shall

post-design Amendment 1 Services be completed more than **180 days** following NTP.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

By: \_\_\_\_\_ Mayor Breea Clark

ATTEST:

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

Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

City Attorney

## STANTECH CONSULTING SERVICES, INC. ("CONSULTANT")

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

Name: Russell Saputo

Title: Vice President

ATTEST:

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

Title: Corporate Secretary