

AMENDMENT NO. 1 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this ____ day of _____, 2019, by and between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary ("Authority"), and its successors in interest, and PDG, LLC. d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

WHEREAS, the City and the Design Consultant entered into a contract on March 14, 2017 entitled:

DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX

WHEREAS, additional funding was made available to provide for additional work by the Design Consultant team as outlined hereinto develop a master plan, and phase I construction for a new CART/Public Safety and Parks Maintenance Facilities; and

WHEREAS, these improvements include a CART/Public Safety portion of the maintenance facility consists of a 16,000 SF building with vehicle service bays and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components. The Parks portion of the maintenance facility consists of a 9,000 SF building with vehicle service bays and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components; and

WHEREAS, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$761,000 for Design Consultant services

For Amendment No. 1:

Not to exceed \$430,280 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,191,280 (an increase of \$430,280) for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

- I. Amend Paragraph 2. **Basic Services**. to read as follows:

Basic Services. The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Design Consultant practices and in the best interest of the City all of the work as set out in the Original Contract and herein as outlined in item III, amended Exhibit A – Scope of Work, incorporated as a part of this Contract:

- II. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$1,191,280 (an increase of \$430,280) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

- III. Amend **EXHIBIT A – SCOPE OF WORK** by adding the following section:

C. PHASE II – Scope of Work:

TASK 1 SITE SURVEY

- 1.1 Perform a detailed topographic survey of the subject property, locating all adjacent property lines, fences, trees, utilities (above and below ground), and other pertinent physical features. Provide a design ready survey to included elevation data with contours on a 1-foot interval.

TASK 2 GEOTECHNICAL

- 2.1 Perform a geotechnical investigation of the site to obtain all relevant subsurface information needed for the design of structures, earthwork and paving. Provide a report with testing results and recommendations certified by a registered Geotechnical Engineer.

TASK 3 MASTER PLAN

- 3.1 Development a Master Plan of the entire proposed maintenance complex that will determine the elements to be included in the final plans and specifications for the CART/Public Safety and Parks portions of the complex.

- a. Improvements to be included for consideration in the Master Plan are all items listed on the Scope of Services provided by the City of Norman.

A. Conceptual CART and Public Safety Maintenance Facility Requirements

1. Administration/Offices

- a. Customer service area separated from maintenance area
- b. Daily staff of (5) technicians and (3) administrative personnel
- c. Wi-Fi Internet
- d. Data and electrical outlets
- e. Upper and lower level offices
- f. Office, Supervisor (16' x 18') upstairs with large window to oversee shop bays
- g. Downstairs entry needs to have a built in receptionist area when customers walk in (15' x 15')
- h. 30' x 30' secured parts room area with parts counter, small roll up door for fork lift/pallet deliveries, and climate controlled.
- i. Men's and Women's restrooms with normal amenities
- j. Men's and Women's Showers/Locker Room
- k. 20' x 25' Break room with normal amenities
- l. Flooring to be 20 mil vinyl plank flooring
- m. A/C and heating to be duct-free units
- n. Safe room/shelter
- o. CART Driver's Lounge

2. Maintenance Bays

- a. All metal construction (commercial grade) with I beam steel to include guttering and downspouts (Color TBD)
- b. (6) Drive-Thru bays 80' length, (12) bay doors total
- c. Bay doors need to be 16' wide x 20' tall, electric openers (roll up style)
- d. 8' between each bay door with large windows for lighting
- e. (1) Man door on each side of the shop bay area
- f. 30' of clear overhead space in middle, 25' clear overhead space on sides
- g. Facility to meet OSHA and NFPA 52 standards
- h. Prefer bays to face east/west
- i. Insulated
- j. Skylights
- k. Floor drainage system in the shop (preferably one run 80' long on each end by garage doors) for power washing. Drains need to connect to an oil water separator
- l. Shop floor to be epoxy coated
- m. below grade maintenance pit in (1) bay
- n. Wi-Fi Internet
- o. Overhead shop fans
- p. Sink and wash station in the shop for technicians
- q. Water connections between each bay door and normal spacing outside
- r. Mezzanine storage 30X30 with staircase secured fence surrounding the bottom with 6' gate
- s. I-beam and trolley winch system in (3) bays with 3 ton hoist. (Bridge crane style preferred)
- t. (2) eye wash stations
- u. Air system:
 - i. (6) 3/8 Retractable air hose reels
 - ii. (2) 1/2 Retractable air hose reels with visible pressure gauge up to 250psi
 - iii. 38 CFM, 120 gallon 125-175psi, 10hp Air compressor to be mounted outside of facility on concrete and covered
 - iv. Air dryer
- v. Electrical:
 - i. 400 Amp service
 - ii. Shop outlets (110) to be ran 4ft from floor throughout the shop
 - iii. 3/4 inch electrical conduit
 - iv. 220V 3 phase plugs every 25' in the shop for portable vehicle lift
 - v. LED bay lighting throughout
 - vi. Pull down (retractable) electrical connections
 - vii. Wiring for surveillance/security systems
- w. Exhaust ventilation fans that meet NFPA 52 standards for proper air turnover (required to exhaust fumes quickly in case of a natural gas leak in the shop)
- x. Vehicle ventilation system (6) pull down retractable hose systems with a heat rating of 1500 degrees (ventilation run should be placed in the middle of the shop 80' long run.

- y. CNG slow fuel capability
- z. Heating system. Prefer no open flame.
- aa. Fall arrest system in 3 bays
- bb. Waste Oil containment
- cc. Dumpsters and scrap metal containment

B. CONCEPTUAL PARKS MAINTENANCE FACILITY REQUIREMENTS

1. Administration/Offices

- a. Office, Supervisor (9' x 8')
- b. Administrative Work Station
- c. Office, Crew Chief (9' x 8')
- d. Conference Room (seating for 6)
- e. Break Room (seating for 24)
- f. Men's Locker Room (30 full height lockers, 14 double tier lockers, 3 water closets, 2 urinals, three lavatories, bench seating)
- g. Women's Locker Room (6 full height lockers, 1 water closet, 1 H/C Shower, 1 lavatory, bench seating)
- h. Office Supply Storage (lockable)
- i. Data Closet (lockable, climate controlled, 1 8U wall mounted equipment rack)
- j. Janitor Room (lockable, 1 janitor's sink)

2. Maintenance Bays

- a. Office, Mechanic/Small Parts
- b. Small Tools Room (lockable, 180 lf industrial shelving)
- c. Compressor/Lube Storage Room (lockable, 10HP/120 gal compressor, 480V electric, floor drain to oil/water separator)
- d. Large Parts/Tool Storage (lockable, 180 lf industrial shelving)
- e. Holiday Decoration Storage (maneuvering room for fork lifts)
- f. Mechanics Work Bay (25' x 60' drive-thru bay w/ overhead air, electric, light reels)
 - i. (2) 14'H x 14'W overhead doors
 - ii. Skylight and LED lighting
 - iii. Ceiling fans
 - iv. Floor drains to oil/water separator
 - v. Heating
- g. Wash Bay (25' x 60' drive-thru bay w/ overhead air, electric, light reels)
 - i. (2) 14'H x 14'W overhead doors
 - ii. Skylight and LED lighting
 - iii. Ceiling fans
 - iv. Floor drains to oil/water separator
 - v. Heating
 - vi. Electrical and plumbing for high pressure wash system
- h. Vehicle Work Bay (25' x 60' drive-thru bay w/ overhead air, electric, light reels)
 - i. (2) 12 H x 14'W overhead doors
 - ii. Skylight and LED lighting

- iii. Ceiling fans
 - iv. Floor drains to oil/water separator
 - v. Infra-red heating
 - i. Chemical Storage Bay (Segregated from rest of building full height)
 - i. Ventilation
 - ii. 4 pallets on 2 pallet racks
 - b. Conduct work session with City staff and the project team for discussion and prioritize the improvements to be included Phase I of the Maintenance Facility.
 - c. Prepare Preliminary concepts for the site amenities identified with City staff for final consideration.
 - f. Prepare a preliminary cost estimate for the improvements for the Master Planned Maintenance Facility and Phase I of the project.
- 3.2 Prepare and submit a project Master Plan for city staff review and approval.

**TASK 4A DESIGN DEVELOPMENT SERVICES FOR PHASE ONE OF THE
CART/PUBLIC SAFETY MAINTENANCE FACILITY**

- 4.1A Prepare and submit Design Development plans for Phase One of the CART/Public Safety Maintenance Facility. This Phase of the project will take the results from the Master Plan Planning Process and refine the elements to be included in Phase One. This phase involves finalizing the design and specifying such items as materials, window and door locations and general structural details, site elements, etc.
- a. Prepare a more detailed site plan for the CART/Public Safety Maintenance Facility.
 - b. Prepare Sheet Layouts and an initial set of Preliminary Construction Drawings
 - c. Prepare a refined cost estimate for the improvements
 - d. Prepare and submit a package for city staff review and approval
 - e.

**TASK 4B DESIGN DEVELOPMENT SERVICES FOR PHASE ONE OF THE PARKS
MAINTENANCE FACILITY**

- 4.1B Prepare and submit Design Development plans for Phase One of the Parks Maintenance Facility. This Phase of the project will take the results from the Master Plan Planning Process and refine the elements to be included in Phase One. This phase involves finalizing the design and specifying such items as materials, window and door locations and general structural details, site elements, etc.
- a. Prepare a more detailed site plan for the Parks Maintenance Facility.
 - b. Prepare Sheet Layouts and an initial set of Preliminary Construction Drawings
 - c. Prepare a refined cost estimate for the improvements
 - d. Prepare and submit a package for city staff review and approval

**TASK 5A CONSTRUCTION DOCUMENTS SERVICES FOR PHASE ONE OF THE
CART/PUBLIC SAFETY MAINTENANCE FACILITY**

- 5.1A Prepare and submit final plans and specifications as outlined in Basic Services, Paragraph 2.B.(2) of the original Contract, using City format. The CART/Public Safety portion of the maintenance facility consists of a 16,000 SF building with vehicle service bays and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components.

- a. Prepare final layout for the CART/Public Safety Maintenance Facility.
- b. Prepare final Construction Drawings
- c. Prepare a final estimate of all Phase One improvements
- d. Prepare and submit a final package for city staff review and approval for bidding

TASK 5B CONSTRUCTION DOCUMENTS SERVICES FOR PHASE ONE OF THE PARKS MAINTENANCE FACILITY

- 5.1B Prepare and submit final plans and specifications as outlined in Basic Services, Paragraph 2.B.(2) of the original Contract, using City format. The Parks portion of the maintenance facility consists of a 9,000 SF building with vehicle service bays and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components.
 - a. Prepare final layout for the Parks Maintenance Facility.
 - b. Prepare final Construction Drawings
 - c. Prepare a final estimate of all Phase One improvements
 - d. Prepare and submit a final package for city staff review and approval for bidding

TASK 6A CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE CART/PUBLIC SAFETY MAINTENANCE FACILITY

- 6.1A Perform bidding services as outlined in Basic Services, Paragraph 2.B.(3) of the original Contract, including review of all bids and preparation of a bid tabulation for submittal to the City.
- 6.2A Perform construction administration services as outlined in Basic Services, Paragraph 2.B(4) of the original Contract, including planning and conducting a pre-work conference for the project.

TASK 6B CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE PARKS MAINTENANCE FACILITY

- 6.1B Perform bidding services as outlined in Basic Services, Paragraph 2.B.(3) of the original Contract, including review of all bids and preparation of a bid tabulation for submittal to the City.
- 6.2B Perform construction administration services as outlined in Basic Services, Paragraph 2.B(4) of the original Contract, including planning and conducting a pre-work conference for the project.

IV. AMNED EXHIBIT B – COMPENSATION as attached herein:

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
CART/PUBLIC SAFETY AND PARKS MAINTENANCE FACILITIES
PAGE 1**

Under the terms of this Contact, the Landscape Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,191,280 (an increase of \$430,280.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,191,280 (an increase of \$430,280.00), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Landscape Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

A. FEE BREAKDOWN BY TASKS

Task 1 an amount not to exceed:
\$13,500.00

Perform a detailed topographic survey of the subject property,

Task 2 an additional amount not to exceed:
\$5,600.00

Perform a geotechnical investigation of the site to obtain all relevant subsurface information needed for the design of structures, earthwork and paving

Task 3 an additional amount not to exceed:
\$53,645.00

Development a Master Plan of the entire proposed maintenance complex that will determine the elements to be included in the final plans.

Task 4A an additional amount not to exceed:
\$70,855.00

Prepare and submit Design Development plans for Phase One of the CART/Public Safety Maintenance Facility.

Task 4B an additional amount not to exceed:
\$46,637.50

Prepare and submit Design Development plans for Phase One of the Parks Maintenance Facility.

Task 5A an additional amount not to exceed:
\$100,680.00

Prepare and submit Construction Drawings and Specifications for Phase One of the CART/Public Safety Maintenance Facility.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
CART/PUBLIC SAFETY AND PARKS MAINTENANCE FACILITIES
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Task 5B an additional amount not to exceed:
\$65,032.50

Prepare and submit Construction Drawings and Specifications for Phase One of the Parks Maintenance Facility.

Task 6A an additional amount not to exceed:
\$45,000.00

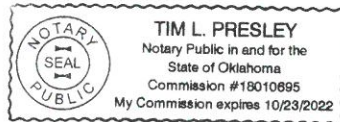
Perform Bidding and Construction Administration services for Phase One of the CART/Public Safety Maintenance Facility.

Task 6B an additional amount not to exceed:
\$29,330.00

Perform Bidding and Construction Administration services for Phase One of the Parks Maintenance Facility.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first written above.



ATTEST:

By: TIM L. PRESLEY
Subscribed and Sworn to me this 20 day of AUG. 2019
Notary Public [Signature]
Commission # / Expiration: 18010895
10-23-22

"LANDSCAPE ARCHITECT"

PDG, LLC. d.b.a.
PLANNING DESIGN GROUP

By: [Signature]
James Crosby, PLA, ASLA, President

Date: 8/20/2019

"OWNER"

THE NORMAN MUNICIPAL AUTHORITY,
A Public Trust having the City of
Norman as its Beneficiary

Date: _____

By: _____

Authority Chairperson

This contract was approved by the Authority on _____ day of _____ 2019

ATTEST:

Authority Secretary

APPROVED:

Beth Luckala
City Attorney