

AMENDMENT NO. 2 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 Authority 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 Authority 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 herein to provide Bidding and Construction Administration for all phases of construction for the multi-phase project; and

WHEREAS, these multi-phase construction projects will be determined by the Authority and the Design Consultant in the best interest of the phasing for the project; 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

For Amendment No. 2:

Not to exceed \$120,000 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,311,280 (an increase of \$120,000) 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 Authority to perform in accordance with good Design Consultant practices and in the best interest of the Authority 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 which includes Amendments No. 1 and Amendment No. 2 shall not exceed a total fee of \$1,311,280 (an increase of \$120,000 for Amendment No. 2) 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 sections to the original contract: (these sections were shown and described but not included and noted as by future amendment)

D. BIDDING SERVICES

- 3.1 Perform bidding services as outlined in Basic Services of the original Contract, including review of all bids and preparation of bid tabulation for submittal to the Authority.

E. CONSTRUCTION ADMINISTRATION SERVICES

- 4.1 Perform construction administration services as outlined in Basic Services 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
PAGE 1**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The Authority agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,311,280 (an increase of \$120,000 for Amendment No. 2) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,311,280 (an increase of \$120,000 for Amendment No. 2), 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 Design Consultant 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.

FEE BREAKDOWN BY TASKS

D. BIDDING SERVICES

Task 1
\$30,000

Completion of the Bidding services for multiple construction contract phases divided per the Authority's direction

E. CONSTRUCTION ADMINISTRATION SERVICES

Task 1
\$90,000

Completion of the Construction Administration services for multiple construction contract phases divided per the Authority's direction

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Authority 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.

"DESIGN CONSULTANT"

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

ATTEST:

By: _____

Subscribed and Sworn to me this ____ day of _____ 2019

Notary Public _____

Commission # / Expiration: _____

By: _____
James Crosby, PLA, ASLA, President

Date: _____

"OWNER"

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

Date: _____

By: _____

Authority Chairperson

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

ATTEST:

Authority Secretary

APPROVED:

General Council