

**AMENDMENT NO. 5 TO CONTRACT FOR DESIGN CONSULTANT SERVICES**

This Amendment made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 construction drawings for a new Multi-Departmental Maintenance Facility based on the results of the Master Planning process; and

**WHEREAS**, these improvements include additional services as requested by the City of Norman including but not limited to additional renderings, Budget Revisions and Narrative, Fleet Redesign, additional Specification Requirements for Federal Guidelines, additional engineering for IT/Data/CCTV for City/Embark, inclusion of Safe Room design, revisions to the configuration of the East Bus Parking Lot, coordination and multiple layout revisions of CNG items, Addition of parking on various areas throughout the site, analysis of semi-truck access to wash bay, Fire Training Facility Master Planning with layout, semi-truck access, grading, and utility service, final Plat revisions to include north property into one block, gate relocation and revisions that impacted site configuration, grading, storm sewer, and utilities, and Analysis and Implementation of Project Phasing to the project design and Construction Documents; 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

# Amendment No. 5 to K-1617-114

For Amendment No. 3:

Not to exceed \$316,370 for Design Consultant services

For Amendment No. 4:

Not to exceed \$70,000 for Design Consultant services

For Amendment No. 5:

Not to exceed \$49,500 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,747,150 (an increase of \$49,500) 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 \$1,747,150 (an increase of \$49,500) 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:

**PHASE II – Scope of Work:**

**TASK 1            SITE SURVEY**

- 1.1            No Change to Contract

**TASK 2            GEOTECHNICAL**

- 2.1            No Change to Contract

**TASK 3            MASTER PLAN**

- 3.1            No Change to Contract

**TASK 4A            DESIGN DEVELOPMENT SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**

- 4.1A            Work including but not limited to additional renderings, Budget Revisions and Narrative, Fleet Redesign, additional Specification Requirements for Federal Guidelines, additional engineering for IT/Data/CCTV for City/Embark, inclusion of Safe Room design, revisions to the configuration of the East Bus Parking Lot, coordination and multiple layout revisions of CNG items, Addition of parking on various areas throughout the site, analysis of semi-truck access to wash bay, Fire Training Facility Master Planning with layout, semi-truck access, grading, and utility service, final Plat revisions to include north property into one block, gate relocation and revisions that impacted site configuration, grading, storm sewer, and utilities, and Analysis and Implementation of Project Phasing to the project design and Construction Documents

# Amendment No 5 to K-1617-114

## **TASK 4B DESIGN DEVELOPMENT SERVICES FOR THE PARKS MAINTENANCE FACILITY**

- 4.1B Work including but not limited to additional renderings, Budget Revisions and Narrative, Fleet Redesign, additional Specification Requirements for Federal Guidelines, additional engineering for IT/Data/CCTV for City/Embark, inclusion of Safe Room design, revisions to the configuration of the East Bus Parking Lot, coordination and multiple layout revisions of CNG items, Addition of parking on various areas throughout the site, analysis of semi-truck access to wash bay, Fire Training Facility Master Planning with layout, semi-truck access, grading, and utility service, final Plat revisions to include north property into one block, gate relocation and revisions that impacted site configuration, grading, storm sewer, and utilities, and Analysis and Implementation of Project Phasing to the project design and Construction Documents

## **TASK 5A CONSTRUCTION DOCUMENTS SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**

- 5.1A Work including but not limited to additional renderings, Budget Revisions and Narrative, Fleet Redesign, additional Specification Requirements for Federal Guidelines, additional engineering for IT/Data/CCTV for City/Embark, inclusion of Safe Room design, revisions to the configuration of the East Bus Parking Lot, coordination and multiple layout revisions of CNG items, Addition of parking on various areas throughout the site, analysis of semi-truck access to wash bay, Fire Training Facility Master Planning with layout, semi-truck access, grading, and utility service, final Plat revisions to include north property into one block, gate relocation and revisions that impacted site configuration, grading, storm sewer, and utilities, and Analysis and Implementation of Project Phasing to the project design and Construction Documents

## **TASK 5B CONSTRUCTION DOCUMENTS SERVICES FOR THE PARKS MAINTENANCE FACILITY**

- 5.1B Work including but not limited to additional renderings, Budget Revisions and Narrative, Fleet Redesign, additional Specification Requirements for Federal Guidelines, additional engineering for IT/Data/CCTV for City/Embark, inclusion of Safe Room design, revisions to the configuration of the East Bus Parking Lot, coordination and multiple layout revisions of CNG items, Addition of parking on various areas throughout the site, analysis of semi-truck access to wash bay, Fire Training Facility Master Planning with layout, semi-truck access, grading, and utility service, final Plat revisions to include north property into one block, gate relocation and revisions that impacted site configuration, grading, storm sewer, and utilities, and Analysis and Implementation of Project Phasing to the project design and Construction Documents

## **TASK 6A CONSTRUCTION ADMINISTRATION SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**

- 6.1A No Change to Contract

## **TASK 6B CONSTRUCTION ADMINISTRATION SERVICES FOR THE PARKS MAINTENANCE FACILITY**

- 6.1B No Change to Contract

I. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

**EXHIBIT B  
COMPENSATION  
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX  
TRANSIT/FIRE AND PARKS MAINTENANCE FACILITIES  
PAGE 1**

Under the terms of this Contract, 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 \$1,747,150 (an increase of \$49,500.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,747,150 (an increase of \$49,500.00), 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:  
No Change

NO CHANGE

Task 2 an amount not to exceed:  
No Change

NO CHANGE.

Task 3 an amount not to exceed:  
No Change

NO CHANGE.

Task 4A an amount not to exceed:  
\$145,890 (an increase of \$13,300.00)

Prepare and submit Design Development plans for the Transit/Fire Maintenance Facility. This includes The Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building.

Task 4B an amount not to exceed:  
\$89,400.00 (an increase of \$13,300.00)

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

Task 5A an additional amount not to exceed:  
\$191,050.00 (an increase of 11,450.00)

Prepare and submit Construction Drawings and Specifications for the Transit/Fire Maintenance Facility. This includes The Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building.

Task 5B an additional amount not to exceed:  
\$125,900.00 (an increase of \$11,450.00)

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

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**EXHIBIT B  
COMPENSATION  
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX  
TRANSIT/FIRE AND PARKS MAINTENANCE FACILITIES  
PAGE 2**

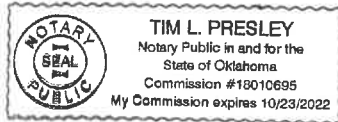
Task 6A an additional amount not to exceed:  
No Change NO CHANGE.

Task 6B an additional amount not to exceed:  
No Change NO CHANGE.

Amendment No 5 to K-1617-114

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: JAMES CROSBY  
Subscribed and Sworn to me this 25 day of AUG. 2020  
Notary Public [Signature]  
Commission # / Expiration: 18010695  
10-23-2022

"LANDSCAPE ARCHITECT"

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

By: [Signature]  
James Crosby, PLA, ASLA, President  
Date: 8/25/2020

"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 \_\_\_\_\_ 2020

ATTEST:

\_\_\_\_\_  
Authority Secretary

APPROVED:

[Signature]  
General Council