

AMENDMENT NO. 3 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 a Transit & Fleet Maintenance facility that consists of a 17,500 SF with vehicle service bays and support spaces, including an attached 1,745 SF cleaning bay for cleaning of vehicle interiors and large equipment / parts. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components. Based on preliminary cost estimates, the anticipated construction budget for this structure will be \$3,842,000.

A Parks Maintenance facility consisting of a 18,900 SF building with vehicle storage bays and equipment service bay and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components. Based on preliminary cost estimates, the anticipated construction budget for this structure will be \$2,920,000.

A Fire Department Reserve Storage facility consisting of a 4,900 SF building with vehicle storage bays and support spaces. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components. The estimate construction budget for this portion of the complex is \$947,000.

Last, The Fleet Vehicle Wash Building facility consists of a 2,259 SF building with automatic vehicle wash equipment and self-serve pre-wash & vehicle cleaning equipment. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components. The estimated construction budget for this portion of the complex is \$862,000; 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

For Amendment No. 3:

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

Total Amended Contract:

Not to exceed \$1,627,650 (an increase of \$316,370) 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 \$1,627,650 (an increase of \$316,370) 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 No Change to Contract

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, site paving, parking lots, and the detention pond area. Provide a report with testing results and recommendations certified by a registered Geotechnical Engineer. This will include Twenty-Four (24) borings at strategic locations within the maintenance facility.

TASK 3 MASTER PLAN
3.1 No Change to Contract

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

- 4.1A Prepare and submit Design Development plans. This phase of the project will take the current schematic building designs and maintenance complex masterplan for a bond issue construction project and refine the elements to be included in this project. 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

TASK 4B DESIGN DEVELOPMENT SERVICES FOR THE PARKS MAINTENANCE FACILITY

- 4.1B Prepare and submit Design Development plans. This phase of the project will take the current schematic building designs and maintenance complex masterplan for a bond issue construction project and refine the elements to be included in this project. 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 THE CART/PUBLIC SAFETY MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)

- 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 portion of the Transit & Fleet Maintenance facility consists of a 17,500 SF with vehicle service bays and support spaces, including an attached 1,745 SF cleaning bay for cleaning of vehicle interiors and large equipment / parts, a Fire Department Reserve Storage facility consisting of a 4,900 SF building with vehicle storage bays and support spaces, and the Fleet Vehicle Wash Building facility consists of a 2,259 SF building with automatic vehicle wash equipment and self-serve pre-wash & vehicle cleaning equipment. It also includes the accompanying site elements, such as pavement, fencing, site lighting and other components.
- a. Prepare final layout for this portion of the Maintenance Facility.
 - b. Prepare final Construction Drawings
 - c. Prepare a final estimate of all improvements
 - d. Prepare and submit a final package for city staff review and approval for bidding

TASK 5B CONSTRUCTION DOCUMENTS SERVICES FOR 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 Maintenance facility consisting of a 18,900 SF building with vehicle storage bays and equipment service bay 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 THE CART/PUBLIC SAFETY MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)

- 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 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. **AMEND 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 \$1,627,650 (an increase of \$316,370.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,627,650 (an increase of \$316,370.00), 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:
\$9,700.00 (an increase of \$9,700)

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 amount not to exceed:
No Change

NO CHANGE.

Task 4A an amount not to exceed:
\$115,790 (an increase of \$61,735.00)

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

Task 4B an amount not to exceed:
\$76,100.00 (an increase of \$29,462.50)

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

Task 5A an additional amount not to exceed:
\$179,600.00 (an increase of 78,920.00)

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

Task 5B an additional amount not to exceed:
\$114,450.00 (an increase of \$49,417.50)

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

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
CART/PUBLIC SAFETY AND PARKS MAINTENANCE FACILITIES
PAGE 2**

Task 6A an additional amount not to exceed:
\$94,665.00 (an increase of \$49,665.00)

Perform Bidding and Construction Administration services for Phase One of the CART/Public Safety Maintenance Facility. This includes The Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building.

Task 6B an additional amount not to exceed:
\$66,800.00 (an increase of \$37,470.00)

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

Amendment No. Three to Contract 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.

“LANDSCAPE ARCHITECT”

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

ATTEST:

By: _____

Subscribed and Sworn to me this ____ day of _____ 2020

Notary Public _____

Commission # / Expiration: _____

By: _____
James Crosby, PLA, ASLA, President

Date: _____

“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:

General Council