

**AMENDMENT NO. 1 TO K-1617-113**

This Amendment No. 1 to Contract No. K-1617-113 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ is between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary (hereinafter referred to as the "Authority") and Halff Associates, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-113 on March 28, 2017, a:

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT –  
REAVES PARK SPORTS COMPLEX**

for the purpose of providing a variety of services outlined therein ("Consultant Services"); and

WHEREAS, the parties have agreed to the provision of additional services, as outlined and described in the attached, which are hereby fully incorporated by reference ("Attachments A and B":

**ATTACHMENT A – CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE AND SPORT  
LIGHTING DESIGN SERVICES FOR REAVES PARK SPORTS COMPLEX PHASE II;**

**ATTACHMENT B – AVAILABLE ADDITIONAL SERVICES;**

and

**ATTACHMENT C – LIMITS OF WORK**

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

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

For the original Contract:

Not to exceed \$704,500 for Consultant services

For Amendment No. 1:

Not to exceed \$172,000 for Design Consultant services

Total Amended Contract:

Not to exceed \$877,500 (an increase of \$172,000) for all services.

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-113 as follows:

Add **Attachments A, B and C**, which set forth the applicable terms relating to the additional Consultant Services outlined described therein, as well as applicable costs.

All other terms of Contract No. K-1617-113 shall remain in full force and effect.

IN WITNESS WHEREOF, the AUTHORITY and the CONSULTANT have executed this Amendment No. 1 to Contract No. K-1617-113.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**NORMAN MUNICIPAL AUTHORITY**

**ATTEST:**

**(“Authority”)**

By: \_\_\_\_\_  
Secretary, Brenda Hall, City Clerk

By: \_\_\_\_\_  
Chair, Mayor Breea Clark

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Office of the City Attorney

**HALFF ASSOCIATIONS, INC.**

**(“Consultant”)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Title: \_\_\_\_\_

**ATTACHMENT A****CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE AND SPORTS LIGHTING  
DESIGN SERVICES FOR REAVES PARK SPORTS COMPLEX PHASE II****PURPOSE**

Halff Associates (CONSULTANT) shall provide Schematic Design services including Civil Engineering, Landscape Architecture and Sports Lighting Design services for Reaves Park Sports Complex Phase II (PROJECT), for the City of Norman (CLIENT), as an amendment to Contract# K-1617-113 executed March 21<sup>st</sup>, 2017. The PROJECT is approximately 45 acres within the 78-acre park. Based on the master plan and construction documents previously completed as well as an estimated \$7 million construction budget, Phase II improvements anticipated for this scope of work include:

- Three (3) new concession/restroom buildings (design completed)
- Four (4) new 8-16U natural turf softball fields
- Four (4) new 9-12U natural turf baseball fields
- Two (2) new 13-14U natural turf baseball fields
- New and/or improvements to existing parking areas to improve circulation and add parking capacity
- Shaded spectator seating at fields
- Accessible sidewalks/pedestrian paving
- Grading/drainage
- Sports field lighting
- Sports field irrigation
- New maintenance building with office area and 2 garage bays

NOTE: The list of general program elements is not all-inclusive. Additional program items may result from exploration of design alternatives and direction given by the CLIENT, budget permitting.

## **SCOPE OF WORK**

### **TASK 1 – PROJECT MANAGEMENT AND MEETINGS**

#### **Communications and Reporting:**

CONSULTANT will provide bi-weekly updates and progress reports to the CLIENT on current progress, outstanding issues and/or items of future concern. The reporting will be in 8.5"x11" format and submitted electronically to the CLIENT for their use and distribution.

#### **Coordination/Project Kick-off Meeting:**

CONSULTANT will attend one (01) coordination/project kick-off meeting with the CLIENT and other necessary entities to confirm the projects goals and objectives and to identify the parameters for upcoming planning efforts.

#### **Internal Team Meetings:**

CONSULTANT will conduct internal team meetings as required by the PROJECT. The internal team meetings will include internal coordination of project processes, program items and schedules.

#### **Stakeholder Coordination Meetings:**

CONSULTANT will coordinate and facilitate coordination tasks with the CLIENT and other entities as necessary. Tasks will include design review meetings, submittal document reviews and general question and answer. The number of meetings will total up to three (03).

#### **Design Review Meetings:**

CONSULTANT will conduct a design submittal review meeting with the CLIENT and other necessary entities/staff members to discuss all comments related to the PROJECT at each submittal milestone. All design submittal review meetings will be held at a location to be determined later. The meeting and submittal milestones shall be as follows:

- 50% Schematic Design Drawings – One (01) meeting
- Final Schematic Design Drawings – One (01) meeting

### **TASK 2 – SCHEMATIC DESIGN**

#### **Preliminary Design:**

Based upon the data collection, base map preparation and the site investigation/information gathering meeting, CONSULTANT will prepare one (01) schematic design showing plan layouts and detailed drawings that help communicate the design intent and vision of the PROJECT. Schematic plans shall include layout of proposed improvements including:





- Baseball/softball fields
- Field lighting
- Field irrigation
- Concession/restroom and maintenance building structures
- Pedestrian circulation/walks/paving
- Vehicular circulation/paving/stripping (includes ADA parking spaces)
- Grading/earthwork (includes retaining walls and guardrails as necessary to demonstrate compliance with applicable codes and requirements.
- Stormwater drainage conveyance and detention
- Water & sewer utility services
- Demolition

*Cost Estimate Preparation:*

Based on the schematic design layout, Halff will coordinate the preparation of a preliminary cost estimate with the City's CMAR to be distributed with the preliminary design plans.

*Preliminary Schematic Design Workshop:*

CONSULTANT will conduct one (01) schematic design workshop with the CLIENT to review and present the preliminary design. CLIENT staff will organize the attendees, meeting time and location. One (01) Meeting (See Task 1).

*Preliminary Design Refinement:*

CONSULTANT will refine the schematic design based on comments received during the Preliminary Schematic Design Workshop.

*Deliverables:*

Schematic design plans shall include the horizontal layout of the proposed trail improvements including trail layout, site grading, bridge location, retaining wall location and heights and guardrail standards. Layout will be shown on 8.5"x11" standard sheets for incorporation into the NCTCOG Transportation Alternative Set-Aside Program call for projects.

## **PROJECT SCHEDULE**

CONSULTANT will work closely with the CLIENT on the project design schedule, which is anticipated to require 2- 3 months from notice-to-proceed; but may be subject to delays, depending upon review turnaround.



### **BASIS OF COMPENSATION**

**A. Basic Fee Services:**

The basis of compensation for Basic Fee services shall be as follows:

Task 1– Project Management & Meetings	\$14,500.00
Task 2 – Schematic Design	\$157,500.00
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TOTAL (Tasks 1 & 2):	\$172,000.00
Direct Costs (estimated reimbursables)	\$1,000.00

**B. Billing Schedule:**

The estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed.

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.

### **ASSUMPTIONS**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The project area will encompass the areas indicated in Attachment C.
2. The allocated construction budget for Phase II is estimated at approximately \$7 million.
3. Coordination with the CLIENT's Program Manager (ADG P.C) and CMAR (Flintco, Inc.) will be required through the duration of Schematic Design.



### **ATTACHMENT B – AVAILABLE ADDITIONAL SERVICES**

The following services are not included in the scope or fees for this proposal; but, can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Construction Documentation and Specifications.
3. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
4. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
5. Design of areas outside the limits of the defined project site.
6. Design of gas, telephone or other utility improvements.
7. Traffic engineering reports or studies.
8. Public meetings or hearings.
9. Additional graphic products.
10. Additional meetings or workshops not identified in the project scope of services.
11. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
12. Printing of additional drawings, specification and contract documents not identified in the project scope of services.
13. Construction staking.
14. Payment of permits or filing fees required by regulatory agencies or departments obtained for the CLIENT.
15. Preparation and printing of As-Built Drawings.
16. Design/coordination of existing utility relocations or modifications.
17. Negotiations with adjacent property owners.
18. Additional regulatory agency requirements not identified in the proposed scope of services.
19. Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts.
20. A public meeting and a public hearing are not included in this scope of work.
21. Effort to obtain right-of-entry from public or private landowners to allow for the completion of environmental services is not included in this scope of work.
22. This scope of work does not include threatened or endangered species surveys or Section 7 consultation with the USFWS under the Endangered Species Act.
23. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this scope of work.
24. The scope of work does not include a Phase I Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys). If required, these additional services would be conducted under a supplemental work order.





**ATTACHMENT C – LIMITS OF WORK**

