

AMENDMENT NO. 4 TO CONTRACT K-1617-114 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 Schematic Design Drawings for a new Indoor Facility and revised Site Plan; and

WHEREAS, these improvements include a +/-100,000 Square Foot Indoor Soccer facility with offices, training areas, restrooms, concession areas, storage space, and associated items. The design will include a pre-engineered metal building with very limited conventional steel framing. The training area is anticipated to be heated and ventilated, but not air conditioned. The support areas will be fully conditioned.

A Revised Site Plan will be provided that incorporates the Indoor Facility and modifications the parking, plazas, fields, and associated items. This will include revisions, if needed, to the accompanying site elements, such as pavement, fencing, site lighting and other components.

Last, a Schematic Design Budget will be completed for the Indoor Facility and Griffin Park Soccer Complex. This will include a detailed budget of the revised Indoor Facility, revised site improvements, and associated items.

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

For Amendment No. 4:

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

Total Amended Contract:

Not to exceed \$1,697,650 (an increase of \$70,000) 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 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 \$1,697,650 (an increase of \$70,000) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

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

B. DESIGN DEVELOPMENT/PRELIMINARY PLAN SERVICES:

TASK 1 Design Development/Preliminary Plan Services

- (a) The Design Consultant shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Authority Engineer. These will include schematic design services for the proposed indoor soccer training facility. This facility will have a total +/-100,000 SF. This is will be designed as a pre-engineered metal building with very limited conventional steel framing. The training area is anticipated to be heated and ventilated, but not air conditioned. The support areas will be fully conditioned. This facility will include a full size soccer pitch, offices, training areas, concessions, restrooms, storage, and other facilities. Included in this scope will be the following items:

- Program Validation
- Floor Plan
- Exterior Elevations (4)
- Building Sections (1)
- Code Analysis & Plumbing Calculations
- Exterior Eye-Level Computer-Generated Rendering (1)

- Interior Computer-Generated Rendering (1)
 - Includes up to 8 meetings with City staff, Ad Hoc committee, NYSA representatives and other stakeholders
- (b) Prepare a revised Site Plan with the inclusion of the new indoor building and modifications to the site adjacent to the building. This will include but is not limited to parking, sidewalks, plaza areas, field layouts, fencing, site amenities, and other associated items.
- (c) Prepare a revised Preliminary Cost Estimate for revised Indoor Facility and the Site Plan Modifications.

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 \$1,697,650 (an increase of \$70,000.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,697,650 (an increase of \$70,000.00), 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

**B. DESIGN DEVELOPMENT/PRELIMINARY
PLAN SERVICE**

Task 1 an amount not to exceed:
265,000 (an increase of \$70,000.00)

Prepare and submit Schematic Design drawings and preliminary estimate for the revised Indoor Soccer Facility and revised Site Master Plan

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