

**AMENDMENT NO. 1 TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO, LLC.**

THIS AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "First Amendment") is made as of August 14, 2018, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and FLINTCO, LLC, an Oklahoma corporation (the "Construction Manager").

**RECITALS:**

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-1718-120), dated June 12, 2018 (the "Agreement"), for design phase review and complete construction services related to improvements to the Westwood Indoor Tennis Center, located at 2420 Westport Drive, Norman, Oklahoma (the "Tennis Facility"). Unless otherwise set forth herein, all capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the GMP Proposal based on the bids received.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. GMP Established. The Construction Manager's guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be \$1,381,931 (detailed in Exhibit #5) The GMP is the total compensation from the City to the Construction Manager for the performance of the work in accordance with Contract Documents and pursuant to any of the following documents, as applicable:

A. Basis for GMP. A written statement of its basis for the GMP proposal is attached hereto as Exhibit 1 and incorporated herein by reference.

B. Documents. A list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit 2 and incorporated herein by reference.

C. Allowances. A list of allowances related to the Work and a statement of their basis is attached hereto as Exhibit 3 (NONE) and incorporated herein by reference.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit 4 and incorporated herein by reference.

E. Proposed GMP. The proposed GMP, including a statement of the cost of the Work organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit 5 and incorporated herein by reference.

F. Substantial Completion. The Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit 6 and incorporated herein by reference.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit 7.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

**CONSTRUCTION MANAGER (FLINTCO, LLC)**

By: [Signature]  
Name: KIRK MAMMEAL  
Title: VICE PRESIDENT / AREA MGR  
Date: 8/6/18

ATTEST:

By: Carrie L. Hulcher  
Subscribed and Sworn to me this 6th day of Aug, 2018.

Commission Number: 06010654  
Expiration Date: 10/31/18



**NORMAN MUNICIPAL AUTHORITY**

Reviewed and approved for form and legality on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
General Counsel

Approved by the Norman Municipal Authority on \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Name: Lynne Miller  
Title: Chairperson  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Hall, Secretary

**EXHIBIT 1 – Basis for GMP**

Westwood Indoor Tennis Facility  
Contract No. K-1718-120  
August 6, 2018

Refer to Paragraph 1 of the CMAR Amendment 1 to the GMP and Paragraph 1, E.

**EXHIBIT 2 – Contract Document Log**

**Date:** August 6<sup>th</sup>, 2018

**RE:** Contract K-1718-120

**Project:** Westwood Indoor Tennis Facility

- i. **CMAR Contract Documents issued by The McKinney Partnership (TMP) 4/26/18:**
  - a. **Drawings:** A0.0, LSF1.0, C1.0, C2.0, C3.0, C4.0, RF1.0, RF2.0, S1.0, S2.0, D1.0, A1.0, A2.0, A3.0, A4.0, A4.1, A5.0, A6.0, A8.0, M1.0, M2.0, M3.0, M4.0, E1.0, E2.0, E3.0, E4.0.
  - b. **Specifications:** 000600, 012200, 013000, 014000, 014533, 016000, 016001, 011616, 017000, 017800, 017900, 030516, 033800, 061000, 079005, 081113, 083323, 084313, 087100, 092216, 099000, 116623, 133100, 210500, 211313, 230593, 230713, 231123, 232113, 233113, 233115, 237414, 260500, 260501, 260504, 260519, 260526, 260529, 260533, 260553, 262416, 262702, 262726, 262730, 265119, 283111, 321823
- ii. **Addendum 1 Dated 6/22/18:**
  - a. **Drawings:** D1.0, A1.0, A2.0, A4.0, A4.1, A5.0, A6.0, A8.0, C3.0.
  - b. **Specification Updates:** 084313, 092116, 097733, 099000, 133100, 211313, 260050, 321823
- iii. **RFI Responses Provided Prior to 6/28/18 Bid Date:** RFI #1-23
- iv. **RFI Responses Provided Prior to 7/27 Earthwork Re-Bid:** RFIs # 25, 26
- v. **CM Clarifications**
  - a. CM Clarification #1 Dated 6/11/18
  - b. CM Clarification #2 Dated 6/25/18
  - c. CM Clarification #3 Dated 6/27/18
  - d. CM Clarification #4 Dated 7/16/18

**EXHIBIT 4 – Assumptions and Clarifications**

Westwood Indoor Tennis Facility  
Contract No. K-1718-120  
August 6, 2018

**INCLUSIONS**

Work included in the Construction Managers Scope to include the replacement of two outdoor tennis courts at the Westwood Tennis Center with a new indoor tennis facility according to the plans, specifications, Addenda issued by The McKinney Partnership dated 4/26/18 and CM Clarifications 1, 2, 3 & 4 issued by Flintco, LLC. Construction is to consist of a post-tensioned concrete slab with two (2) new tennis courts enclosed in a pre-engineered building with an insulated tensile cover, HVAC, Sprinkler system and interior and exterior lighting. Access to the construction area to be allowed from Robinson Street via a temporary construction entrance provided by Flintco, LLC.

**EXCLUSIONS**

- Building Permit
- Utility usage costs
- Landscaping
- Irrigation systems
- Relocating existing bleachers
- Reworking of existing fencing
- Spectator seating and any other FFE (Fixtures, Furnishings, Equipment) Items
- Signage
- Primary electrical service and conductors to the Transformer location
- Lane Closures at Robinson Street (none anticipated)

**EXHIBIT 5 - PROPOSED GMP**

**Westwood Indoor Tennis Facility**  
**City of Norman Parks & Recreation**  
**August 6, 2018**

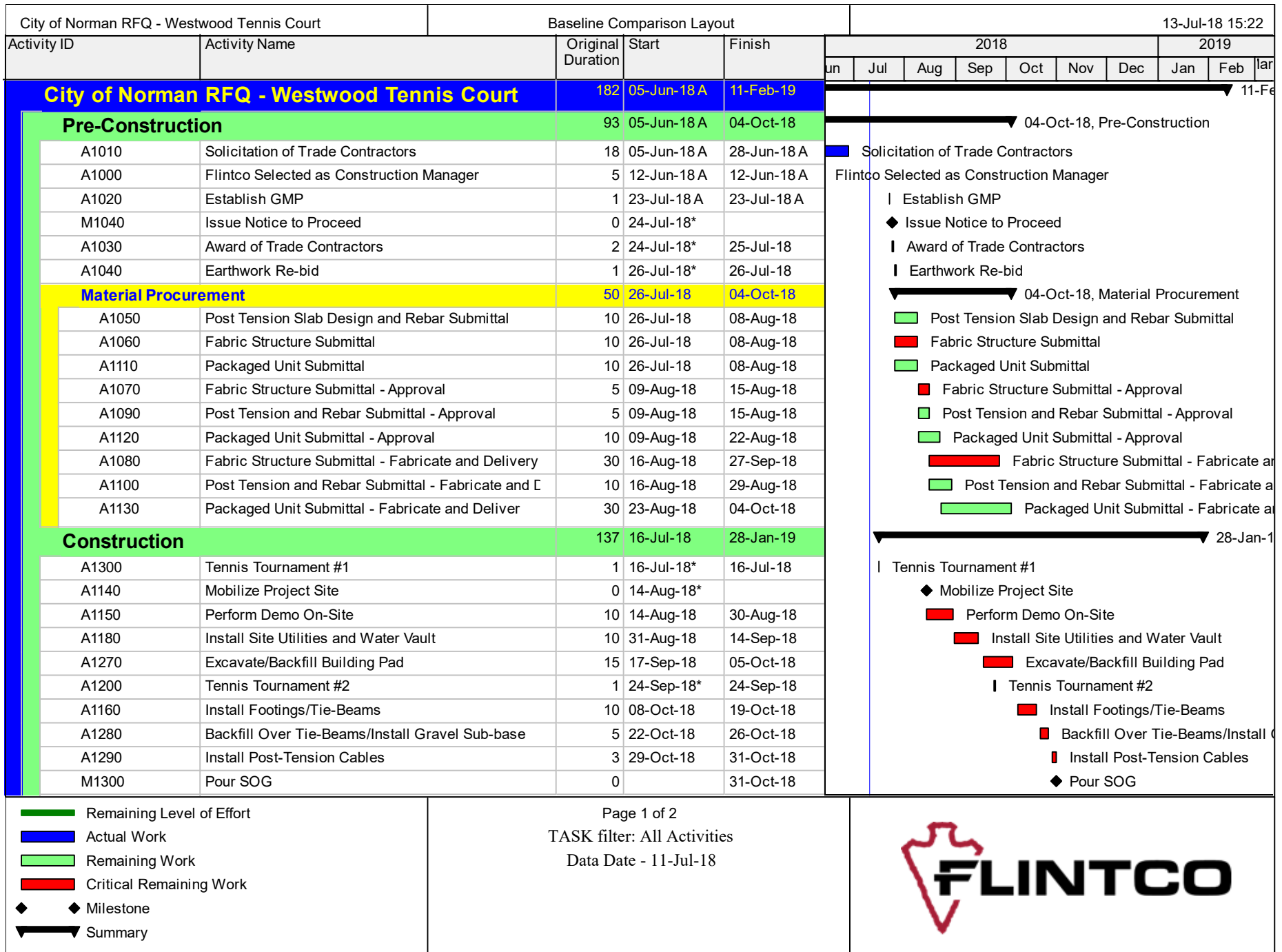


**Building Gross Area:**  
**Duration:**

**15,138 SF**  
**6 Months**

**FINAL GMP BUDGET**

Description		100% CD's	Cost Per SF
DIVISION 2 - Existing Conditions		\$12,048	\$0.80
DIVISION 3 - Concrete		\$149,290	\$9.86
DIVISION 4 - Masonry		\$0	\$0.00
DIVISION 5 - Metals		\$0	\$0.00
DIVISION 6 - Wood & Plastics		\$0	\$0.00
DIVISION 7 - Thermal and Moisture Protection		\$0	\$0.00
DIVISION 8 - Openings		\$24,745	\$1.63
DIVISION 9 - Finishes		\$25,361	\$1.68
DIVISION 10 - Specialties		\$0	\$0.00
DIVISION 11 - Equipment		\$39,897	\$2.64
DIVISION 12 - Furnishings		\$0	\$0.00
DIVISION 13 - Special Construction		\$485,668	\$32.08
DIVISION 14 - Conveying Systems		\$0	\$0.00
DIVISION 21 - Fire Protection Sys		\$25,963	\$1.72
DIVISION 22/23 Mechanical		\$136,000	\$8.98
DIVISION 26 - Electrical		\$84,838	\$5.60
DIVISION 31 - Earthwork		\$104,850	\$6.93
DIVISION 32 - Exterior Imprvmnts		\$38,500	\$2.54
DIVISION 33 - Site Utilities		\$49,875	\$3.29
General Conditions - Management Services		\$107,653	\$7.11
Project Requirements		\$47,823	\$3.16
<b>Subtotal</b>		<b>\$1,332,511</b>	<b>\$88.02</b>
SDI Program (1.60%)		\$18,986	
Contractor Fee (3.90%)		\$55,794	
Builder's Risk Insurance (0.52%)		\$7,028	
General Liability (0.62%)		\$8,769	
<b>Totals</b>		<b>\$1,423,087</b>	
Statutory, Performance & Maintenance		\$7,524	
Contingency		\$50,000	
<b>Total GMP Value (including buyout)</b>		<b>\$1,480,612</b>	
<b>Current GMP Value</b>		<b>(\$98,681)</b>	
<b>Proposed Value of Amendment #1</b>		<b>\$1,381,931</b>	





# Amendment No. One to Contract K-1718-120

City of Norman RFQ - Westwood Tennis Court			Baseline Comparison Layout				13-Jul-18 15:22											
Activity ID		Activity Name	Original Duration	Start	Finish	2018							2019					
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
<div></div>	A1170	Erect Fabric Structure	20	01-Nov-18	29-Nov-18												Erect Fabric Structure	
	A1190	Install Exterior Hardscape	10	30-Nov-18	13-Dec-18												Install Exterior Hardscape	
	A1310	Electrical Rough-in	15	30-Nov-18	20-Dec-18												Electrical Rough-in	
	A1320	Sprinkler Install	15	30-Nov-18	20-Dec-18												Sprinkler Install	
	A1380	Install Framing & Plywood at Vestibule	5	30-Nov-18	06-Dec-18												Install Framing & Plywood	
	A1420	Install O/H Door	3	30-Nov-18	04-Dec-18												Install O/H Door	
	A1390	Install Storefront	3	07-Dec-18	11-Dec-18												Install Storefront	
	A1330	Paint Structure/Conduit/Sprinkler	5	21-Dec-18	28-Dec-18												Paint Structure/Conduit/Sprinkler	
	A1340	Install Duct Work	10	31-Dec-18	14-Jan-19												Install Duct Work	
	A1360	Electrical Trim-out	5	31-Dec-18	07-Jan-19												Electrical Trim-out	
	A1400	Install Floor Coating	10	08-Jan-19	21-Jan-19												Install Floor Coating	
	A1350	Install Packaged Unit	5	15-Jan-19	21-Jan-19												Install Packaged Unit	
	A1370	Phase I T&B	3	22-Jan-19	24-Jan-19												Phase I T&B	
	A1410	Install Tennis Equipment & Drapes	5	22-Jan-19	28-Jan-19												Install Tennis Equipment & Drapes	
	Project Closeout			10	29-Jan-19	11-Feb-19												Project Closeout
	A1210	Perform Contractors Punchlist	5	29-Jan-19	04-Feb-19													Perform Contractors Punchlist
	A1240	Complete Closeout Documentation	10	29-Jan-19	11-Feb-19													Complete Closeout Documentation
	M1250	Substantial Completion	0		04-Feb-19													Substantial Completion
	A1230	Architect Punchlist	5	05-Feb-19	11-Feb-19													Architect Punchlist
	M1260	Final Inspection/Completion	0		11-Feb-19													Final Inspection/Completion

- Remaining Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone
- Summary

Page 2 of 2  
TASK filter: All Activities  
Data Date - 11-Jul-18



**EXHIBIT 7 – GMP Guarantee**

Westwood Indoor Tennis Facility  
Contract No. K-1718-120  
August 6, 2018

Amendment 1 GMP pricing is valid for 30 days from date of this Exhibit.