

**AMENDMENT NO. 10 TO CONTRACT FOR DESIGN CONSULTANT SERVICES**

This Amendment made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norman, Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary, and the City of Norman, a municipal corporation (collectively hereafter the "City"), 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 scope of services must be added for the completion of construction detailing for the reinforced concrete box ("RCB") at 12<sup>th</sup> Ave NE and High Meadows Drive, and additional bidding package creation for Robinson Widening and Signalization Project. This scope of services was added at the direction of the Owner; and

**WHEREAS**, the addition of a Construction Administration has been added to the scope of work for the completion of the signalization and Robinson Widening; 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

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

For Amendment No. 6:

Not to exceed \$40,000 for Design Consultant services

For Amendment No. 7:

Not to exceed \$71,000 for Design Consultant services

For Amendment No. 8:

No fee added

For Amendment No. 9:

Not to exceed \$49,207.50 for Design Consultant services

For Amendment No. 10:

Not to exceed \$12,500.00 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,919,857.50 (an increase of \$12,500.00) 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 \$1,919,857.50 (an increase of \$12,500.00) 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 information to the below section:

**ADDITIONAL SCOPE OF SERVICES – STREET & PARK ROAD PHASE – Scope of Work:**

**PHASE II – Scope of Work:**

**TASK 1 CONSTRUCTION DOCUMENTS SERVICES FOR ROBINSON STREET, SIGNALIZATION AND THE PARK ROAD WITH CREEK CROSSING**

- 1.1 Additional scope of services for the completion of construction detailing for the RCB at 12<sup>th</sup> and High Meadows, and additional bidding package creation for Robinson Widening and Signalization Project.
- 1.2 Construction Administration has been added to the scope of work for the completion of the signalization and Robinson Widening

- 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 Design Consultant 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 \$1,919,857.50 (an increase of \$12,500.00) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$1,919,857.50 (an increase of \$12,500.00), 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 Design Consultant 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 additional amount not to exceed:  
\$83,500.00 (an increase of 12,500.00)

Prepare and submit Construction Drawings and Specifications for Robinson Street, Signalization, and Park Road with Creek Crossing. Added Scope includes the following:

- 1.1 Additional scope of services for the completion of construction detailing for the RCB at 12<sup>th</sup> and High Meadows, and additional bidding package creation for Robinson Widening and Signalization Project.
- 1.2 Construction Administration has been added to the scope of work for the completion of the signalization and Robinson Widening.

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: JIM CROSBY  
Subscribed and Sworn to me this 14 day of FEB. 2023

Notary Public Tim L. Presley

Commission# / Expiration: 22014813  
10-31-2026



ATTEST: \_\_\_\_\_

Authority Secretary

"DESIGN CONSULTANT"

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

By: James Crosby  
James Crosby, PLA, ASLA, President

Date: 2/14/2023

"AUTHORITY"

THE NORMAN MUNICIPAL AUTHORITY,  
A Public Trust having the City of  
Norman as its Beneficiary

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

Authority Chairperson

"CITY"

THE CITY OF NORMAN,  
A Municipal Corporation

ATTEST: \_\_\_\_\_

City Clerk

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

Mayor

Approved as to legality and form this 22 day of February, 2023.

Elizabeth Chikala  
City Attorney/General Counsel