

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
AMENDMENT NO. 8**

This Amendment No. 8 to Contract K-1516-110 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as the “City”), the Norman Municipal Authority and ADG P.C., (hereinafter referred to as the “Program Manager”).

WITNESSETH:

WHEREAS, the parties entered into Contract K-1516-110 on February 23, 2016 for the purpose of providing a variety of services including but not limited to facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination and construction observation services for certain upcoming City construction projects (“Program Management Services”); and

WHEREAS, the parties executed Amendment No. 1 to K-1516-110 on June 27, 2017, which added projects and costs in the amount of \$130,037 relating to Reaves Park, Griffin Park, and the Westwood Tennis and extended the contract for an additional 36 months to cover the added projects.

WHEREAS, the parties executed Amendment No. 2 to K-1516-110 in the amount of \$1,411,727 on February 26, 2019, after evaluation of the current status of the projects originally included in Contract K-1516-110 and Amendment No. 1 thereto, as well as future Norman Forward needs for the City, and the desire to extend the Program Manager’s provision of Program Management Services for 36 additional months for a new list of projects, including some already within K-1516-110 and as well as Ruby Grant Park, Park Maintenance Building, and the Adult Softball and Football Complex.

WHEREAS, the parties executed Amendment No. 3 to K-1516-110, in the amount of \$263,000 on March 24, 2020, adding buildings included in the Municipal Complex Renovations that will be funded in part by General Obligation Bonds, which will be issued by the Norman Municipal Authority, thus necessitating the addition of the Norman Municipal Authority to this contract as a party thereof.

WHEREAS, the parties executed Amendment No. 4 to K-1516-110, in the amount of \$157,180 on September 8, 2020, adding Construction Phase Services for the North Base Complex, Phase 1 Project including the Fleet/Transit Maintenance Facility and Parks Maintenance Facility) to the scope of projects receiving program management services.

WHEREAS, the parties executed Amendment No. 5 to K-1516-110 to add Existing Furniture FF&E Services to assess and document existing furniture to verify existing furniture location / quantity / condition / description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans of the new Norman Municipal Complex Development Center; to increase Program Management Services fees in connection with the increased project scopes for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, and Senior Wellness Center; and to add FF&E Design

and Procurement Services for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, Senior Wellness Center and North Base Complex Fleet/Transit Maintenance Facility.

WHEREAS, the parties executed Amendment No. 6 K-1516-110 to add Program Management Services and FF&E Design and Procurement Services for the Emergency Communications & Operations Center; and

WHEREAS, the parties executed Amendment No. 7 to K-1516-110 too add Program Management Services for the Municipal Complex Renovations (Phase III, Building C).

WHEREAS, the parties desire to enter into Amendment No. 8 to K-1516-110 in order to add Program Management Services for the North Base Wash Bay, including Davis Bacon Compliance Administration, Construction Phase Services, and Close-out and Post-Construction Services totaling as much as \$89,965.00 (consisting of \$79,965.00 for specified services and as much as \$10,000 in reimbursable expenses), as set forth below.

NOW, THEREFORE, the parties desire to amend Contract No. K-1516-110 as follows:

Substitution of Exhibits A and B, as well as addition of Exhibit C5:
Exhibits A, and B to Contract K-1516-110, originally approved February 23, 2016, amended September 8, 2020, and replaced with Amendment No. 7 shall be removed by agreement of the parties and fully replaced with Exhibits A and B attached hereto. Exhibit C5 attached hereto shall be added to Exhibits C, C2, C3, and C4.

All other terms of Contract K-1516-110 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the PROGRAM MANAGER have executed this Agreement.

DATED this ____ day of _____, 2022.

CITY OF NORMAN, OKLAHOMA
("City")

NORMAN MUNICIPAL AUTHORITY
("NMA")

By: _____
Mayor Larry Heikkila

By: _____
Chairman Larry Heikkila

ATTEST:

ATTEST:

By: _____
Brenda Hall, City Clerk

By: _____
Brenda Hall, Secretary

Approved as to form and legality this 17 day of November, 2022.


City Attorney

ADG P.C.
("Program Manager")

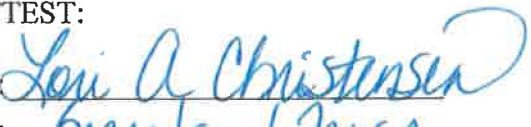
By: 

Name: Jason Cotton

Title: President



ATTEST:

By: 

Title: Secretary/Treas.

**EXHIBIT A
BASIC SERVICES**

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES

- Central Library
- Reaves Park
- Griffin Park
- Westwood Tennis Enclosure
- Senior Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Facility
- Ruby Grant
- Parks and Recreation Maintenance Facility
- Softball & Football Complex
- Municipal Complex Renovations (Phase I and II: 2008 Bond Authorization)
- North Base Maintenance Complex
- Emergency Communications and Operations Center (ECOC)
- Municipal Complex Renovations (Phase III: Building C)
- **North Base Fleet Wash Bay**

A. Program Management Services

- a. **Weekly Oversight**
- b. **Budget Management** – review the overall program budget items and issues with the City as appropriate or as requested during the program schedule.
- c. **Schedule Management** – review overall program schedule items and issues with the City as appropriate during the program timeline and report findings as necessary or as requested by the City.
- d. **Contract Review, as required**
- e. **Monthly Reporting** – prepare an overall program progress report monthly identifying status, various Project issues, program schedule status and issues, and program budget status and issues for review with the City.

B. Pre-Design Phase Services

- a. **Outreach**
 1. **Prepare, Attend and Document Public Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document specific Project meetings with the public so the City's interests are addressed and the City has a record of the Public's feedback. This effort includes developing Action Items to be completed, documenting of information needed to prepare for the next public meeting, and documentation showing how the City has addressed public concerns.
 - b. **Ongoing Outreach Activities:** This effort includes addressing Project-specific issues and concerns, working with the City to develop Project specific outreach strategies and implementation, and providing ongoing counsel to the City about Project specific outreach status, schedule and public perception.

- c. **Report at City Council Meetings:** This effort includes preparing for, attending, presenting, and documenting Project status, issues, and recommendations to the Norman City Council.
- d. **Programming**
 - i. **Attend and Document Stakeholder Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document meetings with Project Stakeholders so the City's interests are addressed and the City has a record of the Stakeholders' feedback. This effort includes developing Action Items to be completed by all team members including the City's consultants in charge of Project design and construction as necessary.
 - e. **Review Project Requirements:** ADG will assist in the development and or review of the City's Project requirements. The Project Requirements form the basis for the development of the Project and include the needs and criteria the design team is to follow during the development of the Project documents.
 - f. **Review Space Program:** ADG will assist in the development and or review the Space Program for the Project. The space program is a mathematical model outlining each space's intended use and the required square footage necessary to meet the user(s)' needs and the City's Project Requirements.
 - g. **Review Project Schedule and Budget:** ADG will review the design team's development schedule and budget for readily observable errors and omissions. Additionally, ADG will review the schedule and budget based on construction techniques and costs common to the Norman area.
 - h. **Review RFQ and RFP:** ADG will assist in the development and or review of RFQs and RFPs for design services as appropriate for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified consultants.
 - i. **Incorporate into the Overall Implementation Plan:** ADG will analyze, review, and incorporate the Project's specifics into the overall Program Schedule then update this information for the period of performance of the contract.

C. Construction Document and Cost-Estimate Review

- a. **Construction Document Review:** ADG will review the City's consultants' submittals on behalf of the City reviewing the consultants' documents for readably observable omissions, code issues, ADA issues, etc. ADG will also review the documents to make sure the consultants are picking up specific items the City wants addressed as discussed in meetings and reviews with the consultants'; Action Item follow up. Additionally, ADG will review the documents for constructability noting issues and concerns from a contractor's point of view.
 - i. **Cost Estimate Reviews:** ADG will review the consultant's cost estimate at each submittal. ADG will apply known current local market cost information to the consultant's quantities as a check to the Project budget.
 - ii. **Other Items:** A value review will be completed at the end of each review, ADG will assemble comments and suggestions from the review team to identify areas where better value may exist by using different manufacturers/materials and/or different construction techniques. LEED Review and Consultant invoice review will also be completed by ADG on an as-needed basis.

D. Bid/Construction Phase Services

- a. **Review RFQ and RFP:** ADG will assist in the development and or review RFQs and RFPs for construction services as appropriate for the Project. RFQs and RFPs are the basis for complete and quality work provided by qualified contractors.
- b. **RFI and Change Order Assistance:** when requested, ADG will review RFI's and Change Orders requiring assessment by the City.

- i. **Monitor Progress and Pay Application Review:** ADG will attend weekly construction meetings conducted by the Contractor. ADG will review Project progress to determine in general if the Work is being completed in conformance with the Contract Documents. ADG will document field observations at each site visit in order to determine in general if Pay Applications are representative of the Work performed for the specified period.
- ii. **Punchlist Preparation and Review:** ADG will review a Punchlist prepared by the Contractor for Substantial Completion and back-check the Punchlist items as they are completed. Program Manager will add to and supplement the Contractor's Punchlist as required.
- iii. **Prepare Monthly Report:** ADG will prepare a progress report monthly identifying the status of the Project, the Project schedule, and the Project budget for review with the City.

E. Furniture, Fixtures, & Equipment (FF&E) Services

- a. ADG's Basic Services consist of those described below. Services not included below are Supplemental or Additional Services.
 - i. Fees associated with FF&E Services have been itemized on a per-project basis in Exhibit C, C1, C2, and C3. Absence of an itemized FF&E fee for a specific project within the program is indicative of FF&E Services being excluded from the Scope of Basic Services.
- b. ADG shall coordinate its services with those services provided by the Owner. ADG shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. ADG shall provide prompt written notice to the Owner if ADG becomes aware of any error, omission, or inconsistency in such services or information.
- c. As soon as practicable after the date of this Agreement, ADG shall submit for the Owner's approval a schedule for the performance of ADG's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by ADG or Owner. With the Owner's approval, ADG shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.
- d. **Schematic Design Phase Services**
 - i. ADG shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to ADG's services.
 - ii. ADG shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.
 - iii. Based on the Owner's approval of the program, ADG shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.
 - ii. ADG shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as an additional service.
 - iii. ADG shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.
 - iv. ADG shall submit to the Owner an estimate of the Cost of the Work for FF&E.

- v. ADG shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

e. Design Development Phase Services

- i. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, ADG shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.
- ii. ADG shall update the estimate the Cost of the Work for FF&E.
- iii. ADG shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

f. Furniture, Fixtures, & Equipment - Documents Phase Services

- i. Based on the Owner's approval of the Design Development Documents, ADG shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and ADG acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which ADG shall review.
- ii. ADG shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.
- iii. ADG shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, and request the Owner's approval.

g. Furniture, Fixtures, & Equipment – Procurement Phase Services

- i. Following the Owner's approval of the FF&E Documents, ADG shall assist the Owner in establishing a list of prospective vendors for FF&E.
- ii. ADG shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.
- iii. ADG shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.
- iv. ADG shall assist the Owner in reviewing quotations. ADG shall assist the Owner in awarding contracts for vendors.

h. Furniture, Fixtures, & Equipment – Contract Administration Phase Services

- i. Assistance with coordinating schedules for fabrication, delivery, and installation of the Work. ADG will not be responsible for failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- ii. Review and approval, or other appropriate action, of Vendor submittals such as Shop Drawings, Product Data, and Samples – but only for the limited purpose of checking for

conformance with the information given and the design concept expressed in the Contract Documents.

- iii. As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed. ADG will not act as the Owner's agent in contractual matters.
- iv. ADG shall review final placement and inspect for damage, quality, assembly, and function in order to determine that furniture, furnishings, and equipment are in accordance with the requirements of the Contract Documents. ADG may recommend to the Owner acceptance or rejection of furniture, furnishings, and equipment.
- v. ADG shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ADG shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

F. Davis Bacon Compliance Administration – North Base Maintenance Complex, ECOC, and North Base Wash Bay

- a. Included in the scope of this task will be to serve as the City's designated representative to ensure all responsibilities of the assistance recipient are met. These requirements are below.
- b. **Wage Determinations:** ADG will obtain all necessary wage determinations from the Wage Determination website at <https://beta.SAM.gov> as directed by the Department of Labor. Wage determinations will be updated throughout the project based on Department of Labor Guidance.
- c. **Bid/Contract Documents:** ADG will assemble wage determination and labor provision documents as required by the Department of Labor and provide them in digital form to the City for further distribution to the City's General Contractor and the General Contractor's sub-contractors.
- d. **Notices and Posters:** ADG will ensure the "Employee Rights Under the Davis-Bacon Act" poster as well as applicable wage determination information is located in a prominent and accessible location easily seen by employees.
- e. **Debarred Companies:** ADG will search all contractors through the Office of Federal Contract Compliance Programs Debarred Companies tool at www.sam.gov/SAM/ to ensure no contracts are awarded to ineligible contractors.
- f. **Certified Payrolls:** ADG will spot check weekly certified payrolls received by the City from the General Contractor. It is anticipated that these reviews will focus on DBRA compliance and that certified payrolls received by the City will be accompanied by Federal Form WH-347. Following our review, ADG will submit written documentation to the City indicating whether the certified payroll is in fact in compliance with current DBRA requirements. It is anticipated that this documentation will largely be for City of Norman's files in the event that an audit is conducted by the FTA at a later date. It is anticipated that the Contractor (or payment supervisor) will provide a signed Statement of Compliance with each certified payroll submittal. ADG will support the City in periodically submitting assurance to the Sponsored Projects Office (SPO) certifying that Davis-Bacon has been satisfied for each week employees are paid.
- g. **Sole Source Contracts:** In the event of a sole source contract, ADG will ensure the proper wage determinations are included in the contract as well as all labor standards that apply.

- h. **On-Site Interviews:** ADG will conduct regular, half-day, on-site interviews with laborers and mechanics of contractors and sub-contractors using Standard Form 1445 to validate and test payroll data. ADG will interview at least one person from every contractor and subcontractor company on the job site. At least one interview will be completed within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. A final interview round will be completed near substantial completion of the project while workers are still on site. In the event that a contractor or sub-contractor is anticipated to be at risk for violating prevailing wage requirements and/or there is a complaint, ADG will increase the frequency to half-day, monthly, targeted on-site interviews to ensure laborers and mechanics are being paid the correct wage rates and fringe rates in accordance with the most recent wage determinations. All interview forms will be provided by ADG in digital form for the City's records.
- i. **Periodic Apprentices and Trainees Review:** During on-site interviews, ADG will ensure all contractor and sub-contractor apprentices and trainees are either (1) registered with one of the approved apprenticeship program agencies, or (2) qualifies as a person in the first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice. In addition, ADG will ensure apprentices and trainees are making the proper wage rate specified by the particular program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination, and that they are utilized at the job site per the ratio of journeymen permitted under the approved program.
- j. **Report Potential Violations:** ADG will notify the City of Norman immediately of any potential Davis-Bacon violations with documentation to report to the EPA Davis-Bacon contact and DOL Wages and Hours District Office of Oklahoma.
- k. **Maintain Full Documentation:** ADG will provide the City all files related to the project on an on-going basis as well as two copies of a complete master file after the project is completed, packaged on either a CD or hard drive for the City's records. Guidance from DOL indicates that records provided by ADG should be kept on file by the City of Norman for no less than 3-years following the completion of the project.
- l. **Check DBE Subs:** In cases where the Contractor includes any Disadvantaged Business Entity (DBE) sub-contractors, ADG will verify during on-site interviews that the DBE sub-contractor is present on the site and is properly identified in the payroll.
- m. **Prompt Payment:** ADG will do a periodic review to ensure the General Contractor is paying all sub-contractors in a reasonable and timely manner.
- n. **Federal Grant Allocation Assistance: ADG will support the City in the administration of Federal Grant dollars and provide any necessary documents, reports, or other relevant materials to communicate the status of Federal funding on this project.**

G. Construction Phase Services – North Base Maintenance Complex, ECOC, and North Base Wash Bay

- a. Included in the scope of this task will be the general coordination and correspondence with the City of Norman, the General Contractor (GC) or Construction Manager (CM) and the Architect until such time that an NTP has been issued by the City to the GC or CM. Once the noted NTP has been issued and construction activities have started, the following activities below will be completed by ADG.
- b. **Weekly Site Visits:** ADG will make a total of two (2) site visits each week. It is anticipated that these site visits will be no more than a half-day in length and will include general construction observation for conformance with the Construction Documents. Photo documentation of current construction activities and the general status of the project will be made with each visit. One (1) visit each week will be completed immediately before or immediately after the weekly OAC meeting for the project. Attendance at the weekly OAC meeting will be included in the scope of this task.

- c. **Monitor Owner's Consultants:** ADG will monitor consultant activities on a weekly basis. This effort will include tracking the status of specific construction-related action items (RFIs, ASIs, Submittals, etc.) to ensure Consultants retained by the Owner are completing activities in a diligent and efficient manner.
 - d. **Weekly Field Reports:** ADG will provide a weekly field report that includes a narrative speaking to Work Observed, Items Discussed and Deficiencies Noted. In addition, photo documentation of the status of construction during these visits will be provided. Reports will be submitted to the City for further distribution as appropriate.
 - e. **Monthly GC / CM Pay Application Review:** ADG will review Monthly Pay Applications prepared by the GC / CM to confirm the noted application correctly reflects the work completed by the GC / CM to date. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.
 - f. **Monthly/Weekly Schedule Review:** Schedules provided by the GC / CM will be reviewed to confirm that current tasks, phases, and activities are tracking correctly to complete the project on time. ADG will identify for the City any future tasks, phases, or activities which ADG believes may be of issue or effect the anticipated completion date of the project. It is anticipated that the rhythm of this review will coincide with the frequency at which the GC / CM issues the project schedule.
 - g. **Review of PCOs and Change Orders:** ADG will review PCOs and Change Orders issued by the GC / CM to the Owner. The goal of this review will be to ensure changes to the construction contract are warranted and cost-appropriate. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.
 - h. **Monitor Submittal and RFI process:** To ensure that the Consultant team and GC / CM are properly assisting each other in the documentation of construction activities, ADG will monitor the submittal and RFI process. This effort will include weekly review of the GC's / CM's RFI and Submittal logs to check for items which may be overdue. Follow-up conversations and correspondence with the Consultant team and/or GC / CM will be completed by ADG as appropriate.
 - i. **Review of Proposed Construction Changes:** In the event that changes to the scope or nature of construction is proposed by either the Design Team or the GC / CM, ADG will review the proposed changes and provide input and recommendations to the City of Norman for consideration.
- H. Close-Out and Post-Construction Services – North Base Maintenance Complex, ECOC, Municipal Complex (Phase III: Building C), and North Base Wash Bay**
- a. As construction nears completion, ADG will support the City by assisting the project team with close-out and post-construction services. Included in the scope of this task will be ADG's attendance at pre-final and final walk throughs. ADG will monitor the completion of punch list items identified by the design team and will communicate punch list status to the City as appropriate. It is also anticipated that the GC and/or their sub-contractors will be providing some level of systems training at the completion of the project. ADG will monitor this effort to ensure adequate training and information is provided to the City on all pertinent building systems. ADG will also monitor the submittal of all close-out documents including manuals, warranties, and other related materials to the Owner by the GC / CM and vendors involved in the project.
- I. Existing Furniture FF&E Services**
- a. ADG's Basic Services for Existing FF&E Inventory consist of those described below. Services not included below are Supplemental or Additional Services.
 - b. Included in the scope of this task is to assess and document existing furniture (at the locations listed below) to verify existing furniture location/quantity/condition/description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans. It is understood

that the scope of work at the City of Norman Campus to include furniture and movable storage (office equipment excluded) in the following areas:

- i. Building A
- ii. Building B
 1. Limited to Municipal Court on the main floor
 2. Police Department on the main floor and Basement are not included in this project scope.
- iii. Building C
 1. The following rooms will be inventoried, but will not have existing furniture items relocated:
 - a. West Conference Room
 - b. Computer Training Lab
 - c. HR Storage / ID Photo Area
 - d. HR Files
 - e. Computer Specialist Office
 - f. HR Admin Tech IV Office
 - g. HR Benefits Specialist Office
 - h. HR Files / Storage
 - i. HR Testing Room
 - j. HR Employment Tech Office (and empty office adjoining)
 - k. HR Conference Room
 - l. HR Copy Room / Storage / Breakroom
 - m. Director of Human Resources Office
 - n. HR Safety Manager Office
 - o. HR Training & Development Manager Office
 - p. Series Programmer / Web Developer / Telecommunications Office
 - q. Three (3) System Administrator Offices
 - r. Program Analyst Office
 - s. Three (3) System Support Tech Offices
 - t. IT Admin Tech IV Office
 - u. Training Bridge Office
 - v. Network Support Supervisor Office
 - w. Director of IT Office
 - x. IT Operations Manager Office
 - y. Printer Services Operator I Office
 - z. Printer Services Operator II Office
 - aa. Print Shop Paper Storage

- iv. Building 201
 - 1. Limited to Large Conference Room and Mayor's suite
- v. 115 West Gray Street – Couch Communications
- vi. Cascade Water Tower

**EXHIBIT B
ADDITIONAL SERVICES**

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of Program Manager's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.
10. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Prepare a Master Plan focusing on the urban nature of the site.
15. Services required by Program Manager resulting from delays caused in whole or in part by:
 - a. Changes to the Program or to Project(s) directed by The City
 - b. Default of Architect, Contractor or Construction Manager
16. Assessment of existing FF&E for reuse except for the facilities specifically described under Basic Services.

17. Provision of program management services beyond March 1, 2022. Exceptions to this item exist. The following services are included in Basic Services and are anticipated to extend past the subject date:
 - a. Municipal Complex Renovations: Phase I and II (2008 Bond Authorization).
 - b. Senior Wellness Center
 - c. Indoor Aquatics Facility
 - d. Indoor Multi-Sport Facility
 - e. Reaves Park
 - f. ECOC
 - g. Municipal Complex Renovations: Phase III (Building C)
 - h. **North Base Wash Bay**
18. Provision of Basic Services for portions of the Young Family Athletic Center associated with financial contributions by Norman Regional Health Systems.
19. Davis-Bacon Compliance Administration: weekly correspondence with FTA or DOL regarding Certified Payrolls
20. Monthly budget reports related to the North Base Maintenance Complex
21. Cost-estimating services related to the North Base Maintenance Complex
22. Public presentations related to the North Base Maintenance Complex

**EXHIBIT C5
COMPENSATION AND SCHEDULE OF VALUES
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

BASIC SERVICES

In addition to the Basic Services contained in Exhibit C, Program Manager shall also be compensated on each project according to the following schedule:

| COMPENSATION SUMMARY | | Fee (Lump Sum) |
|----------------------|--|------------------|
| 18.0 | North Base Wash Bay | \$ 86,465 |
| 18.1 | Davis Bacon Compliance Administration | \$ 22,125 |
| 18.2 | Construction Phase Services | \$ 49,790 |
| 18.3 | Close-out and Post-Construction Services | \$ 8,050 |
| | Total Fee | \$ 79,965 |

All reimbursable expenses, including the cost of sub-consultants shall be billed to the Owner at Cost + 15%. **Not to Exceed (NTE) limits for Reimbursable Expenses shall apply per the following schedule:**

| | | |
|-------------|----------------------------|-----------------|
| <u>18.0</u> | <u>North Base Wash Bay</u> | <u>\$10,000</u> |
|-------------|----------------------------|-----------------|

Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government.

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Administrative Staff

| | |
|------------------------------------|----------|
| Principal | \$250/hr |
| Director of Program Management | \$230/hr |
| Director of Urban Planning | \$160/hr |
| Director of Landscape Architecture | \$125/hr |
| Program Management Project Manager | \$ 90/hr |
| Office Coordinator | \$ 60/hr |
| Marketing Manager | \$110/hr |
| Marketing Coordinator | \$ 95/hr |
| BIM Manager | \$110/hr |
| Project Coordinator | \$ 85/hr |

Construction Administration Staff

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|-----------------------------------|----------|
| Senior Construction Administrator | \$ 85/hr |
| Construction Administrator | \$100/hr |

Production Staff

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|---------------------------------|----------|
| Project Manager (Architect III) | \$180/hr |
| Architect II | \$125/hr |
| Architect I | \$115/hr |
| Intern Architect III | \$105/hr |
| Intern Architect II | \$ 95/hr |
| Intern Architect I | \$ 90/hr |
| Architectural BIM Specialist | \$ 65/hr |
| Specification Writer | \$100/hr |

Design Staff

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|--------------------------|----------|
| Director of Architecture | \$225/hr |
| Director of Design | \$280/hr |
| Interior Design Manager | \$135/hr |
| Interior Designer III | \$130/hr |
| Interior Designer II | \$105/hr |
| Interior Designer I | \$ 70/hr |

Engineering Staff

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|-------------------------|----------|
| Director of MEP | \$215/hr |
| Mechanical Designer I | \$100/hr |
| Mechanical Designer II | \$125/hr |
| Mechanical Designer III | \$150/hr |
| Mechanical Engineer I | \$125/hr |
| Mechanical Engineer II | \$150/hr |
| Mechanical Engineer III | \$175/hr |

Program Management

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|--------------------------------|----------|
| Director of Program Management | \$230/hr |
| Project Coordinator | \$ 85/hr |
| Construction Observer II | \$105/hr |

| | |
|--------------------------|----------|
| Construction Observer II | \$130/hr |
| Project Manager I | \$ 90/hr |
| Project Manager II | \$125/hr |
| Project Manager III | \$160/hr |
| Project Manager IV | \$180/hr |

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.