

**AMENDMENT NO 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION  
COMPANY**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Second Amendment") is made as of August 8, 2023, between the Norman Utilities Authority, and Crossland Construction Company, Inc. an Kansas corporation (the "Construction Manager").

**RECITALS:**

A. The Norman Utilities Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-115), dated April 26, 2022, (the "Agreement"), for construction management services for the Norman Line Maintenance project including plan review, design assistance, bidding services, and value engineering in the amount of \$14,650.00.

B. The Norman Utilities Authority and the Construction Manager entered into Amendment No. 1 on October 11, 2022, to agree upon the guaranteed maximum price ("GMP"), which is the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee, in the amount of \$8,492,657.32.

C. The Norman Utilities Authority proposes to have the contingency amount reduced by \$100,000.00 based on the current stage of the project and due to other ancillary costs for the project outside of the GMP.

**AGREEMENT:**

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

1. Reduction of First GMP. 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 decreased from \$8,492,657.32 to \$8,392,657.32. This decrease is the result of the reduction in contingency as outlined in Exhibit E of Amendment No. 1 which was \$216,504.06 upon agreement in the GMP.

2. Effect of Amendment. In all other respects, the Agreement and the First Amendment 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 Second Amendment, the Construction Manager affirmatively asserts that (i) The Norman Utilities Authority is not currently in default, nor has been in default at any time prior to this Second 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 Second Amendment are forever waived.

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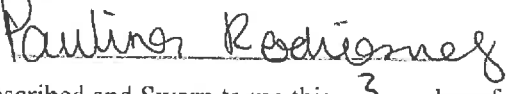
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IN WITNESS WHEREOF, the Parties have executed this Second Amendment in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of Norman.

**CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)**

By:   
Name: AARON STEOPS  
Title: VP-DEL  
Date: 8.3.23

ATTEST:

By:   
Subscribed and Sworn to me this 3 day of August, 2023.

Commission Number: 21009617  
Expiration Date: 07/22/25



**NORMAN UTILITIES AUTHORITY**

Approved as to form and legality this 17 day of August, 2023.



Heather Poole – Authority Attorney

Approved by the Trustees of the Norman Utilities Authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

Larry Heikkila, Chairman

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

Brenda Hall, Secretary