

AMENDMENT NO. 9 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this _____ day of _____, 2023, by and between the Norman Municipal Authority, a Public Trust having the City of Norman as its Beneficiary, and the City of Norman, a municipal corporation (collectively hereafter the "City"), and their successors in interest, and PDG, LLC. d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

WHEREAS, the Authority and the Design Consultant entered into a contract on March 14, 2017 entitled:

CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES: 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 in Amendment Nos. Three and Six to Contract K-1617-114 ("Amd. 3 and 6"), in order to develop construction drawings for a new Multi-Departmental Maintenance Facility based on the results of the Master Planning Process; and

WHEREAS, the improvements contemplated by Amd. 3 and 6 included an additional scope of work to complete construction documents for the expansion of the fleet wash which will include an addition of a full-length bay to the East of the fleet wash for work in Phase 2A, and added Construction Administration Services for the Transit/Fire Maintenance Facility (Including the addition of a Fire Department Reserve Storage Facility and the Fleet Vehicle Wash Building).

WHEREAS, a substantial project budget increase as well as unforeseen industry factors affecting supply and price resulted in a need for substantial redesign.

WHEREAS, the parties have negotiated in good faith to identify the amount of additional service costs which are legally and justifiably borne by the City under the circumstances.

WHEREAS, the parties desire that the original contract, and all pertinent amendments and thereto, be amended so as to increase the contract price to compensate Design Consultant for the additional design services; and

WHEREAS, the Fleet Wash Building portion of the original project scope was ultimately separated by the City from the original design. At the City's option, it has been treated as its own design and construction project, and as Phase II of the original contract.

WHEREAS, Phase II was separately bid and shall utilize a different contractor for construction than the Phase I covered by the original project scope outlined above.

WHEREAS, the parties wish to amend this Agreement to address Design Consultant's provision of Construction Administration Services, including the services of any contractors or subcontractors of Design Consultant, for Phase II as outlined herein.

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract all Amendments, including this one, 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 change to contract amount.

For Amendment No. 9:

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

Total Amended Contract:

Not to exceed \$1,907,357.50 (and increase of \$49,207.50) 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 herein, and all amendments thereto, 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 \$1,907,357.50 (an increase of \$49,207.50) for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

- III. Amend **Exhibit A – SCOPE OF WORK** by adding the following section:

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

PHASE II – Scope of Work:

TASK 1	SITE SURVEY
1.1	No Change to Contract
TASK 2	GEOTECHNICAL
2.1	No Change to Contract
TASK 3	MASTER PLAN
1.1	No Change to Contract

- TASK 4A** **DESIGN DEVELOPMENT SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**
No Change to Contract
- TASK 4B** **DESIGN DEVELOPMENT SERVICES FOR THE PARKS MAINTENANCE FACILITY**
No Change to Contract
- TASK 5A** **CONSTRUCTION DOCUMENTS SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**
- 5.1A Redesign of the Fleet Wash Bay Building with Concrete Masonry Units (CMU) and estimating services for the redesigned project. This additional scope of services included in Phase 2 was directed by the Owner.
- TASK 5B** **CONSTRUCTION DOCUMENTS SERVICES FOR THE PARKS MAINTENANCE FACILITY**
No Change to Contract
- TASK 6A** **CONSTRUCTION ADMINISTRATION SERVICES FOR THE TRANSIT/FIRE MAINTENANCE FACILITY (Including the addition of a Fire Department Reserve Storage Facility and The Fleet Vehicle Wash Building)**
- 6.1A Additional Construction Administration services for the completion of a second phase of construction for the Phase 2 Fleet Wash Bay Building.
- TASK 6B** **CONSTRUCTION ADMINISTRATION SERVICES FOR THE PARKS MAINTENANCE FACILITY**
- 6.1B No Change to Contract

IV. **Amend EXHIBIT B – Compensation** as attached hereto.

**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 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 \$1,907,357.50 (an increase of \$49,207.50) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,907,357.50 (an increase of \$49,207.50), 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

Task 1 an amount not to exceed:

No Change	NO CHANGE.
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Task 2 an amount not to exceed:

No Change	NO CHANGE.
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Task 3 an amount not to exceed:

No Change	NO CHANGE.
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Task 4A an amount not to exceed:

No Change	NO CHANGE.
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Task 4B an amount not to exceed:

No Change	NO CHANGE.
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Task 5A an additional amount not to exceed:

\$242,725.00 (an increase of 11,675.00)	Prepare and submit Construction Drawings and Specifications for revised Phase 2 Fleet Wash Building.
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Task 5B an additional amount not to exceed:

No Change	No Change
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**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF THE GRIFFIN PARK SPORTS COMPLEX
TRANSIT/FIRE AND PARKS MAINTENANCE FACILITIES
PAGE 2**

Task 6A an additional amount not to exceed:

\$132,197.50 (an increase of \$37,532.50)

Perform Bidding and Construction Administration services for Phase 2 of the Fleet Wash Building.

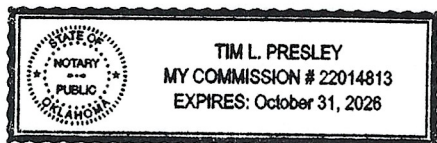
Task 6B an additional amount not to exceed:

No Change

NO CHANGE.

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: TIM L. PRESLEY

Subscribed and Sworn to me this 18 day of JAN. 2023

Notary Public [Signature]

Commission# / Expiration: 22014813
OCT. 31, 2026

"LANDSCAPE ARCHITECT"

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

By: [Signature]
James Crosby, PLA, ASLA, President

Date: 1/18/2023

"AUTHORITY"

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

ATTEST: _____

Authority Secretary

By: _____

Authority Chairperson

"CITY"

THE CITY OF NORMAN,
A Municipal Corporation

ATTEST: _____

City Clerk

By: _____

Mayor

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

City Attorney/General Counsel