

**AMENDMENT NO. 2 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Second Amendment") is made as of April 23rd, 2024, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

RECITALS:

A. The City of Norman and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-88) dated January 12th, 2022, (the "Agreement"), for construction management services for the Emergency Communications & Operations Center project including plan review, design assistance, bidding services, and value engineering.

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 original contract value for preconstruction services was \$32,250. GMP No. 1 was approved on February 14th, 2022, for a total contract amount of \$13,916,603 (derived from the total cost of work for the Construction Phase of \$12,040,841 + the indirect Cost and Fee of \$1,875,762). GMP Amendment No. 2 is a total contract amount of \$975,723 (derived from the total cost of work for the Construction Phase of \$907,141 + the Indirect Cost and Fee of \$68,582). The total amount of all amendments combined represent the total contract amount of \$14,924,576. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Norman ECOC Project.

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 \$14,924,576 (derived from the total cost of work for the Construction Phase of \$12,947,982

+ the Indirect Cost and Fee of \$1,976,594). The GMP is the total compensation from the City to the Construction Manager for its fee 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. Refer **Exhibit _A_** to GMP #2 Letter
- B. Contract Document Log. Refer to **Exhibit _B_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit **_B_** and incorporated herein by reference.
- C. Allowances. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit **_C_** and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit _D_** for 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 **_D_** and incorporated herein by reference.
- E. Proposed GMP. Refer to **Exhibit _E_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit **_E_** and incorporated herein by reference.
- F. Substantial Completion. Refer to **Exhibit _F_** for 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 **_F_** and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.


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 Second 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 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.

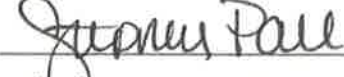
[SIGNATURES ON FOLLOWING PAGES]

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 Chairperson of the Norman Municipal Authority.

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

By: 
Name: Aaron Stoops
Title: VP - OKC
Date: 4/9/24

ATTEST:

By: 
Subscribed and sworn to me this 9 day of April, 2024



Commission Number: 08005275
Expiration Date: 052924

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this 19 day of April, 2024.


Office of the General Counsel

Approved by The City of Norman on this _____ day of _____, 2024.

By: _____
Larry Heikkila, Chairman

ATTEST:

By: _____
Brenda Hall, Secretary

CITY OF NORMAN

Approved as to form and legality this 19 day of April 2024

Elizabeth Ludala
City Attorney's Office

By: _____
Mayor

ATTEST:

City Clerk