

AMENDMENT NO. 7 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this ____ day of _____, 2022, by and between the Norman Municipal Authority, a Public Trust having the City of Norman as it's Beneficiary ("Authority"), 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 funding was made available to provide for additional work by the Design Consultant team as outlined hereinto develop construction drawings for renovations and widening of Robinson Street and a new park road connecting to High Meadows Drive based on the results of the Master Planning process; and

WHEREAS, these improvements include additional services as requested by the City of Norman including but not limited to the additional scope of work to complete construction documents for the widening of Robinson Street for a length of roughly 1,200 Linear Feet, Signalization at Robinson Street and State Drive, and a Park Road with Creek Crossing. Services included in the project are:

Civil Engineering Services for Robinson Street

- Roadway Widening Plan
- Storm Sewer Plan
- Striping Plan
- Erosion Control Plan and SWPPP Documentation

Civil Engineering Services for Robinson Street/State Drive Signalization

- Traffic Signal Plan
- Sequencing & Traffic Control Plan
- Striping Plan

Civil Engineering Services for the Park Road and Creek Crossing

- Site Dimensional Plan
- Paving and Grading Plan
- Storm Sewer Plan & Drainage Report
- Erosion Control Plan and SWPPP Documentation

This additional scope is as directed by the Owner; 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

Total Amended Contract:

Not to exceed \$1,858,150 (an increase of \$71,000) 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 \$1,858,150 (an increase of \$71,000) 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 section:

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

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

- 1.1 The project will include the widening of Robinson Street for a stretch of roughly 1,200 Linear Feet east of State Drive, Signalization at the intersection of Robinson Street and State Drive, and a Park Road with Creek Crossing within Griffin Park. All work will be done in accordance with the City of Norman Standards for Streets, Signalization, Etc. This will include submittals at 65% and 95% CD's, along with an estimate for construction costs. This additional scope is as directed by the Owner. This work does not include Construction
- 1.2 Construction Administration is not included in this scope of work. This can be added to the contract by amendment at a later date, or billed hourly.

IV. **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
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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 \$1,858,150 (an increase of \$71,000.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,858,150 (an increase of \$71,000.00), 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 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 additional amount not to exceed:
\$71,000.00

Prepare and submit Construction Drawings and Specifications for Robinson Street, Signalization, and Park Road with Creek Crossing.

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.

“LANDSCAPE ARCHITECT”

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

ATTEST:

By: _____

By: _____
James Crosby, PLA, ASLA, President

Subscribed and Sworn to me this ____ day of _____ 2022

Notary Public _____

Date: _____

Commission # / Expiration: _____

“OWNER”

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

Date: _____

By: _____

Authority Chairperson

This contract was approved by the Authority on ____ day of _____ 2022

ATTEST:

Authority Secretary

APPROVED:

General Council