

**AMENDMENT NO. 11 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 it's 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**, 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 additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility, at the request of the Owner. Revision to include the Owner's selection of the addition of exterior mounted articulated boom with wash wand, including water supply piping, pressure washer apparatus and underfloor drainage. Includes structural, mechanical, electrical engineering costs for support of articulated arm, and provision of supporting electrical and mechanical connections for wash apparatus, 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:

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

For Amendment No. 10:

Not to exceed \$12,500.00 for Design Consultant services

For Amendment No. 11:

Not to exceed \$8,903.50 for Design Consultant services

Total Amended Contract:

Not to exceed \$1,928,761.00 (an increase of \$8,903.50) 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 \$1,928,761.00 (an increase of \$8,903.50) 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:**

<b>TASK 1</b>	<b>SITE SURVEY</b>
1.1	No Change to Contract
<b>TASK 2</b>	<b>GEOTECHNICAL</b>
2.1	No Change to Contract
<b>TASK 3</b>	<b>MASTER PLAN</b>
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)**
- 5.1B      Additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility, at the request of the Owner. Revision to include the Owner's selection of the addition of exterior mounted articulated boom with wash wand, including water supply piping, pressure washer apparatus and underfloor drainage. Includes structural, mechanical, electrical engineering costs for support of articulated arm, and provision of supporting electrical and mechanical connections for wash apparatus
- 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      No Change to Contract
- 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**

K-1617-114

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 \$1,928,761.00 (an increase of \$8,903.50) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$1,928,761.00 (an increase of \$8,903.50), 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:

\$251,628.50 (an increase of \$8,903.50)	Additional scope of services for the completion of research for options of the exterior mounted wash apparatus to East Exterior wall of the New Fleet Wash facility
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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**

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**Task 6A** an additional amount not to exceed:

No Change

NO CHANGE

**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 15 day of MAY 2023

Notary Public [Signature]

Commission# Expiration: 22014813 - # - OCT. 31, 2026  
MM

"LANDSCAPE ARCHITECT"

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

By: [Signature]  
James Crosby, PLA, ASLA,  
Managing Member

Date: 5/15/2023

"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 7 day of June, 2023.

[Signature]  
City Attorney/General Counsel