

**AMENDMENT NO. 6 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 6 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Sixth Amendment") is made as of April 14th, 2023, 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. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-1920-133), dated March 24, 2020 (the "Agreement"), for design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the "Municipal Complex"). Agreement No. 1 is for the Development Center portion of the project, Amendment No. 2 was for Building 201 (city hall), and Amendment No. 3 covers the additional costs associated with the abatement of asbestos in the Development Center. Amendment No. 4 is for the Municipal Court Renovation (Building A). Amendment No. 5 is for the Municipal IT-HR Renovation (Building C). Amendment No. 6 is for the Generator Replacement at Building 201. Unless otherwise set forth herein, all capitalized terms used in this Sixth Amendment shall have the meanings ascribed to them in the Agreement.

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 Construction Manager has submitted the GMP Proposal based on the bids received.

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

\$362,978.56. 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. A written statement of its basis for the GMP proposal is attached hereto as Exhibit A and incorporated herein by reference.

B. Documents. 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. A list of allowances related to the Work and a statement of their basis is attached hereto as Exhibit C and incorporated herein by reference.

D. Assumptions. 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. 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. The 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.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit I.


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 Sixth 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 First 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 First Amendment are forever waived.


[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this SIXTH 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: ARNON STROOPS
Title: VP-ORCC
Date: 7.2.24

ATTEST:


By: 
Subscribed and sworn to me this 2 day of July, 2024.

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



NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this 5th day of July, 2024.


Office of the General Counsel

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

By: _____
Larry Heikkila, Mayor

ATTEST:

By: _____
Brenda Hall, City Clerk

Exhibit A – Basis for GMP
K-1920-113 – Generator Replacement
July 2nd, 2024

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Brenda Hall
City Clerk
City of Norman

RE: City of Norman Generator Replacement
Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mrs. Hall,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three hundred sixty-two thousand, nine hundred seventy-eight dollars and fifty-six cents (**\$362,978.56**).


Bids for the City of Norman Generator Replacement – Bid Package #1, were received and publicly read aloud in the city council chambers at 201 W Gray St. Norman, OK on June 11th, 2024, at 2:00 PM CST. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

<u>Subcontractor / Supplier</u>	<u>Total</u>
GMP 1 (BP1):	
1A General Trades (Crossland Construction)	\$48,698
<ul style="list-style-type: none">Crossland Construction is recommending responsive low bidder, Total Demo, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents.	
26A Electrical (Guerrero Electric)	\$188,150
<ul style="list-style-type: none">Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #01 documents.	

Please contact me should you have any questions.

Sincerely,


Aaron Stoops
Vice President
Crossland Construction Company

Enc: Bid Tab & Cost Summary, Allowances, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

Project Documents List**Generator Replacement****Drawings Dated 2.16.24 from The McKinney Partnership Architects:**

NO.	SHEET TITLE
A0.0	GENERAL INFORMATION
ARCHITECTURAL	
D1.0	DEMOLITION ENLARGED SITE PLAN
D1.1	DEMOLITION ELEVATION
A1.0	ENLARGED SITE PLAN
A1.1	SITE PLAN DETAILS
A2.0	SITE PLAN – NORMAN STREET FACILITY – ADD ALTERNATE #01
ELECTRICAL	
E0.1	ELECTRICAL NOTES & LEGEND
E1.1	ELECTRICAL POWER PLAN
E1.2	ELECTRICAL ENLARGED POWER PLAN
E1.3	ELECTRICAL SITE PLAN – NORMAN STREET FACILITY – ADD ALTERNATE #01
E2.1	ELECTRICAL SCHEDULES AND RISER
E2.2	ELECTRICAL PANEL SCHEDULES
E2.3	ELECTRICAL PANEL SCHEDULES

Specifications Dated February 16th, 2024 from The McKinney Partnership Architects:**PROCUREMENT AND CONTRACTING REQUIREMENTS****DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

000110 - Table of Contents

Structural Engineers Table of Contents

MEP Engineers Table of Contents

004325 - Substitution Request Form - During Procurement

SPECIFICATIONS**DIVISION 01 -- GENERAL REQUIREMENTS**

012000 - Price and Payment Procedures

012500 - Substitution Procedures

013000 - Administrative Requirements

014000 - Quality Requirements

016000 - Product Requirements

017000 - Execution and Closeout Requirements

017800 - Closeout Submittals

017900 - Demonstration and Training

DIVISION 02 -- EXISTING CONDITIONS

024100 - Demolition

DIVISION 03 -- CONCRETE - REFER TO THE ATTACHED KFC ENGINEERING TABLE OF CONTENTS**DIVISION 04 -- MASONRY**

042000 - Unit Masonry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

079200 - Joint Sealants

DIVISION 32 -- EXTERIOR IMPROVEMENTS

321623 - Sidewalks

323119 - Decorative Metal Fences and Gates

END OF SECTION

Section	Section Title	pages
	Structural Specification Table of Contents (KFC)	1-1

DIVISION 03 -- CONCRETE

03 3000 -- Cast In Place Concrete (KFC)	1-6
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Other reports to be included as part of the contract documents:

Crossland Construction -- Bid Package #1 Dated 5/21/24

CM Addendum #1 dated 5.24.24


Allowances

- **No Allowances are assumed for this project**

Assumptions.

1. No assumptions.

**Proposed GMP
Bid Tab**

CON Generator Upgrade Bid Package # 1 Bid Tab			
CON Generator Upgrade		Bid Package # 1	Subcontractor
Date:	7/3/2024		
BP#	Description	Bid Price	Subcontractor
1A	General Trades	\$ 48,698.00	Crossland Construction
26A	Electrical	\$ 188,150.00	Guerrero Electric
	Subtotal Direct Costs	\$ 236,848.00	
	Construction Contingency	\$ 11,842.40	
	General Conditions	\$ 53,910.00	
	Project Requirements	\$ 49,720.00	
	Insurance	\$ 2,013.21	
	Construction Management Fee	\$ 8,644.95	
	Construction Total	\$ 362,978.56	

CON Generator Upgrade Bid Package # 1									
Trade Contract Modification									
SA General Trades									
Trade Contractor - Bid Summary									
Contractor:	Croftland Construction								
Base Bid:	\$ 48,698.00								
Alt 1	\$ 17,400.00								
Total w/ Alternates:	\$ 66,098.00								
Alternate Line Bid									
Alt 1 Bid:	Croftland Construction	\$	17,400.00						
Total Alt 1	Croftland Construction	\$	17,400.00						
Trade Contract Identification									
SA Electrical									
Trade Contractor - Bid Summary									
Contractor:	Guerra Electric								
Base Bid:	\$ 188,130								
Alt 1	\$ 111,473								
Total w/ Alternates:	\$ 299,603	\$		\$		\$		\$	
Alternate Line Bid									
Alt 1 Bid:	Guerra Electric	\$	111,473.00						
Total Alt 1	Guerra Electric	\$	111,473.00						

Project Requirements

Project Requirements

Project Duration (mo)

2

Total SF

0

CROSSLAND

CONSTRUCTION COMPANY, INC.

CON Generator Upgrade

Construction Services		\$	Cost Type	Notes for Clarity
1	CM Field Office, Furniture, & Furnishings	\$ -	NC	\$ -
2	Office Supplies	\$ 900.00	PRs	\$450 @ 2 mo & \$0
3	Project Sign	\$ -	NC	
4	Superintendent Vehicles	\$ 2,400.00	PRs	\$1200 @ 2 mo & \$0
4	PM Vehicles	\$ 2,400.00	PRs	\$1200 @ 2 mo & \$0
5	Superintendent Fuel Expense	\$ 1,200.00	PRs	\$600 @ 2 mo & \$0
5	PM Fuel Expense	\$ 1,200.00	PRs	\$600 @ 2 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 600.00	PRs	\$300 @ 2 mo & \$0
7	Copy Machine & Maintenance	\$ 200.00	PRs	\$100 @ 2 mo & \$0
8	Computers, Usage, & Maintenance	\$ -	NC	No Charge
9	Reproduction & Plan Software	\$ 1,250.00	PRs	\$250 @ 1 mo & \$1000
10	Field Office Telephone & Internet	\$ -	NC	\$0 @ 0 mo & \$0
11	Postage & Expressage	\$ -	NC	No Charge
12	Office Janitorial	\$ -	NC	
13	Mobilization / Demobilization	\$ 1,500.00	PRs	\$1500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 2,400.00	PRs	\$1200 @ 2 wks & \$0
15	Construction Photos, Drone, & Videos	\$ 400.00	PRs	\$200 @ 2 mo & \$0
16	Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18	Material Handling	\$ 5,000.00	PRs	\$0.5 @ 10000 sf & \$0
19	Temporary Electric Service	\$ -	Owner	\$0.62 @ 0 sf & \$0
20	Temporary Water	\$ 1,300.00	PRs	\$650 @ 2 mo & \$0
21	Temporary Gas	\$ -	Owner	\$0 @ 0 sf & \$0
22	Temporary Construction Services: Fencing	\$ 3,000.00	PRs	\$14 @ 200 lf & \$200
23	Security	\$ -	NC	No Charge
24	Temporary Toilets	\$ 3,070.00	PRs	\$365 @ 4 ea per mo & \$150
24	Water/Ice	\$ 200.00	PRs	\$100 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ 1,700.00	PRs	\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 3,000.00	PRs	\$500 @ 3 ea per mo & \$0
27	Safety	\$ 1,000.00	PRs	\$0.1 @ 10000 sf & \$0
28	Weekly Cleanup	\$ 3,000.00	PRs	\$1500 @ 2 mo & \$0
29	Final Cleanup	\$ 5,000.00	PRs	\$0.5 @ 10000 sf & \$0
30	Meals & Lodging	\$ -	Cost of Work	
31	Utility Connection Permits	\$ -	Cost of Work	
32	Concrete Testing & Inspections	\$ -	Owner	
33	Operational Permits	\$ -	Cost of Work	
34	Testing Laboratory Services	\$ -	Owner	
35	Building Permit	\$ -	Owner	
36	Misc Site Repairs/Sod at Demobilization	\$ 1,500.00	PRs	
37	Site Survey Control Points	\$ 2,000.00	PRs	\$2000 @ 1 ea & \$0
38	Dewatering	\$ 2,500.00	PRs	\$250 @ 10 days & \$0
39	Temporary Heat	\$ 3,000.00	PRs	\$100 @ 30 days & \$0
40	Floor Protection	\$ -	PRs	\$0.09 @ 0 sf & \$0
Total Construction PRs		\$ 49,720.00		

General Conditions

General Conditions									
CON Generator Upgrade									
<div> <div>CROSSLAND</div> <div>CONSTRUCTION COMPANY, INC.</div> </div>									
Team Members	(\$/hr)	Staff Assignments	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total Hours	Total \$
Construction Staffing			1	2	3	4	5		
TBD	\$ 125	Sr. Project Manager						0	\$ -
TBD	\$ 105	Project Manager	87	87				174	\$ 18,270.00
TBD	\$ 80	Asst. Project Manager						0	\$ -
TBD	\$ 70	Project Engineer						0	\$ -
TBD	\$ 100	Project Superintendent	173	173				346	\$ 34,600.00
TBD	\$ 85	Asst. Superintendent						0	\$ -
TBD	\$ 75	Field Engineer						0	\$ -
TBD	\$ 65	Safety Inspector	8	8				16	\$ 1,040.00
								536	\$ 53,910.00

Substantial Completion

Substantial Completion is set as April 1st, 2025. This is based on this amendment being executed within the acceptance period listed in Exhibit I.

Acceptance Period

1. Acceptance of GMP No. 6 is required on or before July 9th, 2024.
2. Should the pricing and terms of the GMP Amendment No. 6 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 6 will be null and void and the work will be re-advertised and re-bid.