

**AMENDMENT NO. 3 TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND  
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Third Amendment") is made as of June 28, 2022, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA"), the City of Norman, Oklahoma, ("CON") a municipality and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

**RECITALS:**

A. NMA, CON and Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract 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 was for the Development Center portion of the project and Amendment No. 2 was for Building 201 (City Hall). Amendment No. Three covers the additional costs associated with the abatement of asbestos in the Development Center. Unless otherwise set forth herein, all capitalized terms used in this Third 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, CON and the Construction Manager hereby agree as follows:

1. Development Center GMP. The Construction Manager's guaranteed maximum price for the Development Center portion of the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, was established in Amendment No. One in the amount of \$6,392,330.

2. Amended Development Center GMP Established. This Amendment No. Three increases the Development Center GMP by \$492,185.38 to address additional costs associated with asbestos abatement. The amended Development Center GMP includes the estimated cost organized by trade categories, General Conditions, and material increases and 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 the documentation attached collectively as Exhibit A, and incorporated herein by reference.

3. Effect of Amendment. In all other respects, the Agreement and all other previous amendments are affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement and previous amendments shall remain in full force and effect.

4. Non-Default. By executing this Third Amendment, the Construction Manager affirmatively asserts that (i) NMA or CON are not currently in default, nor have been in default at any time prior to this Third 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 Third Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Norman and the Chairperson of the Norman Municipal Authority.

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

By: [Signature]  
Name: ARON STROOPS  
Title: VP-OKC  
Date: 6.23.22



ATTEST:

By: RONALD SMITH

Subscribed and Sworn to me this 23 day of JUNE, 2022.

Commission Number: 21003738

Expiration Date: 03/18/25

**NORMAN MUNICIPAL AUTHORITY**

Reviewed and approved for form and legality on the 23 day of June, 2022.

[Signature]  
General Counsel

Approved by the Norman Municipal Authority on \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

Name: Stephen T. Holman

Title: Vice Chairperson

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Hall, Secretary

**CITY OF NORMAN**

Reviewed and approved for form and legality on the 23 day of June,  
2022.

  
City Attorney

Approved by the City Council of the City of Norman on \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

By: \_\_\_\_\_  
Name: Stephen T. Holman  
Title: Mayor Pro Tem

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk