

**AMENDMENT NO 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION
COMPANY**

THIS AMENDMENT NO. 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Second Amendment") is made as of this _____ day of _____, 2024, between the Norman Utilities Authority, and Crossland Construction Company, Inc. a Kansas corporation (the "Construction Manager").

RECITALS:

A. The Norman Utilities Authority and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2122-115), dated April 26, 2022, (the "Agreement"), for construction management services for the Norman Line Maintenance project including plan review, design assistance, bidding services, and value engineering in the amount of \$14,650.00.

B. The Norman Utilities Authority and the Construction Manager entered into Amendment No. 1 on October 11, 2022, to agree upon the guaranteed maximum price ("GMP"), which is the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee, in the amount of \$8,492,657.32.

C. The Norman Utilities Authority and the Construction Manager entered into Amendment No. 2 on August 22, 2023, to reduce the contingency amount by \$100,000.00 based on the current stage of the project and due to other ancillary costs for the project outside of the GMP.

D. The Norman Utilities Authority proposes to remove the rest of the contingency from the contract, a total of \$105,641.78, as well as the remainder of the project requirements, a total of \$1,545.91 as all trade work for this project have been completed.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts, and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, The Norman Utilities Authority and the Construction Manager hereby agree as follows:

1. Reduction of First GMP. 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 further decreased from \$8,392,657.32 to \$8,285,469.63. This decrease is the result of the reduction in contingency and project requirements as outlined in Exhibit E of Amendment No. 1 which were \$216,504.06 and \$202,256.00, respectively, upon agreement in the GMP with the contingency subsequently reduced by \$100,000 to \$116,504.06 pursuant to Amendment No. 2.

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


3. Non-Default. By executing this Third Amendment, the Construction Manager affirmatively asserts that (i) The Norman Utilities Authority is not currently in default, nor has 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.

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[SIGNATURE ON FOLLOWING PAGE]

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 City of Norman.

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: 
Name: Aaron Stoops
Title: Vice President
Date: 5/2/24

ATTEST:

By: 
Subscribed and Sworn to me this 2nd day of May, 2024.

Commission Number: 22016896
Expiration Date: 12/23/26



NORMAN UTILITIES AUTHORITY

Approved as to form and legality this 17 day of Sept, 2024.


Authority Attorney

Approved by the Trustees of the Norman Utilities Authority on this _____ day of _____, 2024.

By: _____
Larry Heikkila, Chairman

ATTEST:
By: _____
Brenda Hall, Secretary