

AMENDMENT NO. 3 TO K-1617-69

This Amendment No. 3 to Contract No. K-1617-69 is made and entered into this _____ day of _____ is between the **City of Norman**, a municipal corporation (hereinafter referred to as the “City”), the **Norman Municipal Authority** (hereinafter “NMA”) and **Architects Design Group/ADG, Inc.** (hereinafter referred to as “Architect”).

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-69 on December 13, 2016, an:

ARCHITECTURAL SERVICES AGREEMENT

for the purpose of providing Phase I services on this project, including spatial needs assessment, analysis, master planning, site surveying, and conceptual building design (“Phase 1 Services”); and

WHEREAS, on October 23, 2018, the Amendment No. 1 to K-1617-69, a Phase II Architectural and Engineering Services Agreement, for Phase 2 and 3 Design Services, was approved and fully executed by the Parties. Phase 2 services include schematic design and development, the preparation of construction documents, and bidding assistance; and Phase 3 services include construction oversight (collectively “Phase 2 and 3 Services”);

WHEREAS, on May 28, 2020, the parties entered into Amendment No. 2 to K-1617-69 for the provision of Additional Phase 2 Services by Architect to redesign and expanded ECC-EOC facility, as necessary to serve the City of Norman’s emergency needs, and as outlined and described in “**Attachment A**” and fully incorporated by reference; and

WHEREAS, the parties have agreed to an additional provision of Phase 2 Services by Architect in order to incorporate a further expanded scope for the design of the ECC-EOC facility, as necessary to serve the City of Norman’s emergency needs, and as outlined in the attached “**Exhibits A through E**,” which are fully incorporated herein by reference.

WHEREAS, the original contract must be amended to incorporate Architect’s work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$150,030.00¹ for Phase 1 Services

For Amendment No. 1 (“Phase II Architectural and Engineering Services Agreement”):

Not to exceed \$643,676.00 for Phase 2 and 3 Services

¹ Note: Amendment No. 2 to K-1617-69 incorrectly identified this amount as “\$150,300.00.” All amounts and totals are corrected herein.

For Amendment No. 2:

Not to exceed \$261,500.00 for Additional Phase 2 Services.

For Amendment No. 3:

Not to exceed \$1,097,405.00 for Additional Phase 2 services.

Total Amended Contract:

Not to exceed \$2,152,611.00 (an increase of \$1,097,405.00) for all architect services under K-1617-69.

WHEREAS, the contract needs further amendment to add the Norman Municipal Authority (“NMA”) as a principal contracting party to the contract, effective immediately.

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-69 as follows:

1. The introductory paragraph of K-1617-69 is hereby amended such that the “City” shall be defined as including both the City of Norman, a municipal corporation and the Norman Municipal Authority, a public trust for the benefit of the City of Norman, as principal parties to the Agreement.
2. Attachments A through E hereto shall be added, which set forth the applicable terms relating to Additional Phase 2 Services, as described therein, as well as applicable costs and schedule, and which amends and supplements Article 3 (“Scope of Architect’s Basic Services and Article 11 (“Compensation”) of K-1617-69, and its various amendments.

All other terms of Contract No. K-1617-69, and the various referenced amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Architect have executed this Amendment No. 3 to Contract No. K-1617-69.

DATED this ____ day of _____, 2020.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF NORMAN

("City")

By: _____
Mayor Breea Clark

NORMAN MUNICIPAL AUTHORITY

("NMA")

By: _____
Chair Breea Clark

ATTEST:

By: _____
Brenda Hall, City Clerk

ATTEST:

By: _____
Brenda Hall, Board Secretary

Approved as to form and legality this ____ day of _____, 2022.

Office of the City Attorney

ARCHITECT DESIGN GROUP/ADG, INC.

("Architect")

By:  _____ 01.14.2022

Name: Ian A Reeves

Title: **President**

ATTEST:

By:  _____

Name: Rodney McManus, ~~LEED AP~~ LEED AP

Title: V.P. of operations