

**AMENDMENT NO 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN THE NORMAN MUNICIPAL AUTHORITY  
AND GE JOHNSON CONSTRUCTION COMPANY**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this “First Amendment”) is made as of \_\_\_\_\_, 2021, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma (“NMA”) and GE Johnson Construction Company, Inc. an Colorado corporation (the “Construction Manager”).

**RECITALS:**

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the “Agreement”), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center (“YFAC”) project including plan review, design assistance, bidding services, and value engineering

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 submitted the first of three anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150,355.00. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project).

D. The Construction Manager now submits the second of three anticipated GMP Proposals based on bids received.

**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, NMA and the Construction Manager hereby agree as follows:

1. Second 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 \$ \_\_\_\_\_ (derived from the total cost of work for the Construction Phase of \$ \_\_\_\_\_ + the Indirect Cost and Fee of \$ \_\_\_\_\_). Preconstruction Services were billed separately not included in GMP\_per previous Council approval attributable to the YFAC Project). 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. Refer to GMP#2 Letter and Summary sheet.
- B. Contract Document Log. Refer to **Exhibit \_A\_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit \_A\_ and incorporated herein by reference.
- C. Allowances. Refer to **Exhibit \_B\_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit \_B\_ and incorporated herein by reference.
- D. Assumptions. Refer to **Exhibit \_C\_** for 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 \_C\_ and incorporated herein by reference.
- E. Proposed GMP. Refer to **Exhibit \_D\_** for 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 \_D\_ and incorporated herein by reference.
- F. Substantial Completion. Refer to **Exhibit \_E\_** for 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 \_E\_ and incorporated herein by reference.
- G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit \_F\_**.

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 Second 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 Second 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 Second Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this SECOND 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 (GE JOHNSON CONSTRUCTION COMPANY, INC)**

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

Name: \_\_Randy N. Nance\_\_\_\_\_

Title: \_\_General Manager\_\_\_\_\_

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

ATTEST:

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

Subscribed and Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Commission Number: \_\_\_\_\_

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

**NORMAN MUNICIPAL AUTHORITY**

Reviewed and approved for form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Office of the General Counsel

Approved by Norman Municipal Authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Brea Clark, Chairperson

ATTEST:

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

Brenda Hall, Secretary