

**SALLISAW MUNICIPAL AUTHORITY
SPECIAL MEETING**

November 30, 2023

**Time: Immediately Following the Meeting
of the Board of City Commissioners**

**Council Chambers
113 North Elm Street
Sallisaw, Oklahoma**

A G E N D A

- 1. Meeting Called to Order**
- 2. Declaration of a Quorum**
- 3. Discuss and Consider Approval of Amendment No. 1 to Contract For Design Consultant Services with PDG, LLC dba Planning Design Group in the Amount of \$90,000.00**
- 4. Introduction of Guests By The General Manager**
- 5. Receive Presentation From Dan Sullivan, President/Chief Executive Officer of the Grand River Dam Authority; Q & A With the SMA Board of Trustees and City Staff.**
- 6. Presentation to Jerry Cook, Manager Customer Relations, of GRDA Upon His Retirement**
- 7. Adjourn**

Posted: November 22, 2023

Time: 2:30 p.m.

Kim Jamison

AGENDA ITEM COMMENTARY

Meeting Date: November 30, 2023
Board: Sallisaw Municipal Authority
Subject: Contract Amendment

ITEM TITLE: Discuss and Consider Approval of Amendment No. 1 to Contract For Design Consultant Services with PDG, LLC dba Planning Design Group in the Amount of \$90,000.00

INITIATOR: PDG
City Manager

STAFF INFORMATION SOURCE: PDG
City Manager

BACKGROUND: The original contract was approved on April 11, 2022. The SMA and Sallisaw Public Schools (SPS) have come to an agreement for co-use of the concession and restroom facilities. This also includes the main entrance to the pool and football field facilities. The additional engineering cost is related to design changes and will be reimbursed by the SPS.

- Original contract - \$458,750.00
- Amendment No. 1 \$90,000.00
- Total Contract \$548,750.00

EXHIBITS: 1. 231115_Sallisaw Aquatics-Contract Amendment No. 1

KEY ISSUES:

- A partnership between the SPS and SMA involving co-use of the facilities benefits both parties.
- Co-use of the facilities will include concessions, restrooms, and main entry.
- Re-design will require a flip of the pool facility with the main pool area on the north end of the property.

FUNDING SOURCE: SMA GL #090-501-57101

RECOMMENDATION: Approval of Amendment No. 1 to Contract for Design Consultant Services with PDG, LLC.

AMENDMENT NO. 1 TO CONTRACT FOR DESIGN CONSULTANT SERVICES

This Amendment made and entered into this _____ day of _____, 2023, by and between the Sallisaw Municipal Authority, a municipal corporation ("Authority"), and its successors in interest, and PDG, LLC d.b.a. Planning Design Group ("Design Consultant").

WITNESSETH:

WHEREAS, the Authority and the Design Consultant entered into a contract on April 11, 2022 entitled:

SALLISAW AQUATICS AND SKATE PARK ADDITIONS

WHEREAS, additional funding was made available to provide for a revised site design, poolhouse increase in size, revised utility work, etc. to rotate the orientation of the site by 180 degrees, increase the size and function of the poolhouse to be a dual use facility, and relocate the parking lot adjacent to the football facility; and

WHEREAS, these improvements include modified scope of the site amenities including but not limited to site elements, fencing, site lighting, splashpad modifications, and other components; and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

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

For the original Contract:

Not to exceed \$458,750.00 for Design Consultant services

For Amendment No. 1:

Not to exceed \$90,000.00 for Design Consultant services

Total Amended Contract:

Not to exceed \$548,750.00 (and increase of \$90,000.00) for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$548,750.00 (an increase of \$90,000.00) for Basic Services as specifically set forth Exhibit B, attached hereto and incorporated herein.

2. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF
THE SALLISAW AQUATICS FACILITY AND THE SALLISAW SKATE PARK
PAGE 1**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The Authority agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$548,750.00 for Basic and Additional Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic and additional services may not exceed \$548,750.00, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic and additional services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. SALLISAW AQUATICS FACILITY (\$492,500.00) (an increase of \$90,000.00)

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

Task 1 an amount of: \$ 123,500.00 (an increase of \$36,000.00)	Completion and recommendation by the Authority for approval of the preliminary plans for the project.
Task 2 an additional of: \$ 265,000.00 (an increase of \$49,500.00)	Completion and acceptance by the Authority of the final plans and specifications for the project.
Task 3 an additional of: \$ 12,000.00 (an increase of \$4,500.00)	Award of the construction contract to the successful bidder.
Task 4 an additional of: \$ 87,500.00	Upon completion and final acceptance by the Authority of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.
Task 5 an additional of: \$ 4,500.00	Upon satisfactory completion and acceptance of the as-built drawings.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF
THE SALLISAW AQUATICS FACILITY AND THE SALLISAW SKATE PARK
PAGE 2**

B. SALLISAW SKATE PARK (\$56,250.00)

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

Task 1 an amount of:
\$. 14,000.00

Completion and recommendation by the Authority for approval of the preliminary plans for the project.

Task 2 an additional of:
\$. 27,750.00

Completion and acceptance by the Authority of the final plans and specifications for the project.

Task 3 an additional of:
\$ 2,500.00

Award of the construction contract to the successful bidder.

Task 4 an additional of:
\$ 10,000.00

Upon completion and final acceptance by the Authority of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.

An additional of:
\$ 2000.00

Upon satisfactory completion and acceptance of the as-built drawings.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Authority and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Authority Manager and the Mayor of the Sallisaw Municipal Authority.

“LANDSCAPE ARCHITECT”

**PDG, LLC. d.b.a.
PLANNING DESIGN GROUP**

ATTEST:

By: _____

By: _____

James Crosby, PLA, ASLA, President

Subscribed and Sworn to me this _____ day of _____ 2023

Notary Public _____

Date: _____

Commission # / Expiration: _____

“OWNER”

**SALLISAW MUNICIPAL AUTHORITY
a municipal corporation**

Date: _____

By: _____

Title: _____

This contract was approved by the Authority Council on _____, 2023

ATTEST:

By: _____

Title: _____

Authority Clerk

APPROVED:

Authority Attorney