

AMENDMENT #1 FOR ARCHITECTURAL SERVICES FOR THE RENOVATION OF SIX  
RECREATION CENTERS WITH ROUGHTON NICKELSON DELUCA (“RND”)  
ARCHITECTS, PA

This contract amendment (“Amendment”) is dated and entered into as of the \_\_\_\_ day of November, 2011, between Roughton Nickelson DeLuca Architects, PA (“Architect”) and City of Durham (“City”).

**Background:** The City and BJAC Architects, PA entered into a contract titled “Architectural Services for the Renovation of Six Recreation Centers”, dated January 16, 2007. The Contract provided that the Owner would pay the Architect the amount of \$449,746.00 for Basic Services and \$158,591.00 for Additional Services on a not-to-exceed basis, for a total compensation of \$608,337.00. At the time of the assignment to Roughton Nickelson DeLuca Architects, PA, dated April 2, 2008, the contract provided that the Owner would pay the Architect the amount of \$381,287.55 for Basic Services and \$158,591.00 for Additional Services on a not to exceed basis, for a total amount of \$539,878.55. The assignment contract to the Architect is referred to as the “Original Contract.” The Contract and all amendments thereto are amended as follows:

1. Section 11.3.2 “For Additional Services of the Architect” of the Original Contract shall be amended as follows, with strikethroughs showing deletions and underling showing additions:

Additional Services ~~involving Bidding / Negotiating and Construction Administration for ADA Upgrades~~ shall be provided in a lump sum payment in accordance with ~~Exhibit E~~ Exhibit E.1. Any other Additional Services shall be computed in accordance with Exhibit G.

2. Section 12.7.1 of the Original Contract shall be amended by adding the following to the end of the section:

Exhibit E.1 – “Revised Additional Services” is made part of this agreement and replaces Exhibit E – “Additional Services”.

Per Exhibit E.1 “Revised Additional Services” as made part of this agreement, the Total Additional Services amount shall be increased \$34,943.00 from \$158,591.00 to \$193,534.00 as a result of additional services arising out of changes to construction delivery method, bidding revisions to construction documents and project manual, revisions of scope, and project delay through no fault of the Architect. Funds set aside in Exhibit E as part of the original contract have been reallocated in Exhibit E.1 in order to partially fund additional services as described therein.

Pre-audit certificate \_\_\_\_\_

ATTEST:

CITY OF DURHAM

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

ATTEST:

**Roughton Nickelson DeLuca Architects, PA**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Vice President

(Affix corporate seal.)

State of \_\_\_\_\_

**ACKNOWLEDGMENT BY CORPORATION**

County of \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that

\_\_\_\_\_ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of **Roughton Nickelson DeLuca Architects, PA**, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed thereto. This the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public