

SECOND AMENDMENT TO CONTRACT FOR DESIGN SERVICES FOR THE
LEIGH FARM PARK RESTORATION AND RECONSTRUCTION PROJECT

This contract amendment (“Second Amendment”) is dated and entered into as of the day of, _____ 2011, between HagerSmith Design PA (“Architect”) and City of Durham (“City”).

BACKGROUND. The City and the Architect entered into a contract entitled “Design Services for the Leigh Farm Restoration and Reconstruction Project” July 7, 2008. That contract is referred to as the “Original Contract.” The Original Contract was modified by an amendment dated June 15, 2010 (“First Amendment”) to include additional bidding services for Phase 1 and Schematic Design Services for Phase 2. The First Amendment increased the total basic compensation for basic services from \$50,920.00 to \$81,020.00. The Contract is further amended by this Second Amendment to include Design Development Services, Construction Document Services, Bidding Services, Construction Administration Services and Closeout Services for Phase 2-Site Infrastructure Project.

1. At the end of paragraph 11.2.1 add the following:

The amount the Owner shall pay the Architect by this Second Amendment is increased by the stipulated sum of \$126,772.00 for Phase 2 basic services, as described in Exhibit H and the Phase 2 basic services scope of work shall conform to the requirements of Exhibit H, “Leigh Farm Park Site & Architectural Design Scope of Services”, attached hereto.

The following are the additional Basic Services:

Phase 2 Site Infrastructure Design Development Services	\$28,620.00
Phase 2 Site Infrastructure Construction Document Services	\$31,195.00
Phase 2 Additional Bidding or Negotiation Phase	\$6,275.00
Phase 2 Construction Administration and Project Closeout Services	\$22,030.00
Support Services Fees	\$38,652.00
Total	\$126,772.00

2. 11.5.1 is revised as follows: Replace “eighteen (18) months of date hereof” with “twenty eight (28) months of date of this Amendment”.
3. The following two exhibits are added to the Original Contract and Section 12.7.1 is modified accordingly:
Exhibit H “Leigh Farm Park Site & Architectural Design Scope of Services”
Exhibit I “Accessibility Letter of Compliance”

4. Add the following paragraph to the end of the Original Agreement:

12.7.16

Prior to final payment to the Architect and before issuance of the Certificate of Compliance/Certificate of Completion, the Architect shall issue a letter to the City of Durham certifying that the Project conforms to ADA requirements in the form required by Exhibit I.

IN WITNESS WHEREOF, the City and the Architect have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

ATTEST:

Pre Audit Certificate

HAGERSMITH DESIGN PA

By: _____
Title of officer: _____

(Affix corporate seal.)

[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer

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 HagerSmith Design 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 _____, 20_____.

My commission expires:

Notary Public