

THIRD AMENDMENT TO CONTRACT FOR TRANSPORTATION STUDY OF
NC54/I-40 CORRIDOR/SUB-AREA

This contract amendment (“Amendment No. 3”) is dated and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and Renaissance Planning Group, Inc. (“Consultant” or “Renaissance”), a corporation organized and existing under the laws of the State of Florida, and licensed to do business in the State of North Carolina.

The City and the Consultant entered into a contract titled “Contract for Transportation Study of NC54/I-40 Corridor/Sub-Area,” dated June 9, 2009. That contract is referred to as the “Original Contract.” The City and the Consultant later entered into a contract amendment titled “Amendment to Contract for Transportation Study of NC54/I-40 Corridor/Sub-Area,” dated December 20, 2010. That contract amendment is referred to as “Amendment No. 1.” The purpose of Amendment No. 1 was to extend the completion date of the contract and modify the original scope and budget. The City and the Consultant later entered into a contract amendment titled “Second Amendment to Contract for Transportation Study of NC 54/I-40 Corridor/Sub-Area,” dated February 24, 2011. That contract amendment is referred to as “Amendment No. 2.” The purpose of Amendment No. 2 was to modify the original scope and budget to accommodate additional tasks. The purpose of this Amendment No. 3 is to revise the scope and budget to accommodate additional tasks. Accordingly, the Original Contract is further amended as follows:

1. In Section 2, “Services and Scope to be Performed; Time of Performance,” add the following new paragraph after original paragraph:

The Consultant shall also perform additional Work as described in Exhibit D-03.24.11 titled, “NC 54/I-40 3rd Supplement Scope of Services.” The additional Work shall be completed within nine months of initiation of the additional Work (after an issuance of a Notice-to-Proceed). The Transportation Planning Manager may extend this time period by up to six months, in writing, at his discretion.

2. In Section 4, “Compensation,” delete the contract amount in the first sentence and replace with \$349,976.59. Add the following new paragraph after the original paragraph:

The City’s payment for the additional Work according to the identified tasks as described in Exhibit D.1-03.24.11, entitled “NC 54/I-40 Corridor Study 3rd Supplement Project Budget,” shall not exceed \$20,794. Payments for tasks performed and associated expenses shall not exceed the amounts for completion of each individual task as shown on Exhibit D.1-03.24.11 unless the tasks are modified in the same fashion as is described in this section 4 for Exhibit A.1.

3. In Section 8, "Exhibits," of the Original Contract, add reference to the following additional exhibits, which exhibits are attached hereto:

Exhibit D-03.24.11, "NC 54/I-40 3rd Supplement Scope of Services; and, Exhibit D.1-03.24.11, entitled "NC 54/I-40 Corridor Study 3rd Supplement Project Budget.

3. In the Original Contract, the price stated in Section 2, "Services and Scope to be Performed; Time of Performance," and Section 4, "Compensation," was \$257,432.59. Amendment No. 1 increased this price by \$51,752.00 resulting in a new price of \$309,184.59. Amendment No. 2 increased this price by \$19,998.00 resulting in a new price of \$329,182.59. This Amendment No. 3 increases the contract by \$20,794.00, resulting in a new price of \$349,976.59.

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

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

Renaissance Planning Group, Inc.
ATTEST:

Secretary
(Affix Corporate Seal)

By: _____
Vice President

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 _____ Secretary of _____, a
corporation, and that by authority duly given and as the act of the corporation, the
forgoing Contract with the City of Durham was signed in its name by its Vice President,
whose name is _____, sealed with its corporate seal, and attested
by him/herself as it said Secretary or Assistant Secretary. This the _____ day of
_____, 2010.

Notary Public

My commission expires:

Exhibit - D.1 03.24.11										
NC 54/I-40 Corridor Study 3rd Supplement Project Budget										
Date:	03/02/11									
Project Mgr.	CWB									
Project No:	City of Durham									
Person:	WB	BW / DA	BS	JD	TW					
	Senior Advisor		Senior Transit Planner		Transportation Engineer	GIS / Mapping	Total Hours	Labor Cost	Baker (sub) Cost	Total Cost
Title:	Project Manager	Senior Advisor	Planner	Engineer	GIS / Mapping					
Rate:	\$ 190.00	\$ 120.00	\$ 140.00	\$ 87.00	\$ 86.00					
Task						Total Hours	Labor Cost	Baker (sub) Cost	Total Cost	
4. Analyze Fordham Blvd/NC 54 Interchange								\$	20,794	
4a. Perform existing condition operations analysis in Synchro	1	2		8		11	\$ 1,126	\$ -	\$ 1,126	
4a. Document findings in summary memo and PPT slides	1			4		5	\$ 538	\$ -	\$ 538	
4b. Project future year deficiencies (one year)	2	2		12		16	\$ 1,664	\$ -	\$ 1,664	
4b. Identify mobility and safety solutions for future year conditions		2		10		12	\$ 1,110	\$ -	\$ 1,110	
4b. Document findings in summary memo and PPT slides	2	2		12		16	\$ 1,664	\$ -	\$ 1,664	
4c. Develop recommended functional design for future year	1	4		6		11	\$ 1,192	\$ 13,500	\$ 14,692	
						0	\$ -	\$ -	\$ -	
Total Hours:	7	12	0	52	0	71				
Unloaded Labor \$:	\$ 1,330	\$ 1,440	\$ -	\$ 4,524	\$ -	7,294	\$ 7,294	\$ 13,500	\$ 20,794	
Direct Expenses										
	Units	Rate	Total							
Air Travel	0	\$ 300.00	\$ -							
Rental Car and Fuel	0	\$ 100.00	\$ -							
Per/Diem and/hotel	0	\$ 160.00	\$ -							
Photocopies	0	\$ 0.25	\$ -							
Mailing/Delivery	0	\$ 30.00	\$ -							
Other (maps)	0	\$ 25.00	\$ -							
Total			\$ -							
Subconsultants										
Baker			\$ 13,500.00							
N/A			\$ -							
Total:			\$ 13,500							
						Overhead:	\$ -			
						Subtotal:	\$ 7,294			
						Fee:	\$ -			
						Total Renaissance Labor:	\$ 7,294			
						Direct Expenses:	\$ -			
						Subconsultants:	\$ 13,500			
						Total Expenses:	\$ 13,500			
						Total Cost:	\$ 20,794			

EXHIBIT D – 03.24.11

NC 54/I-40 3rd SUPPLEMENT SCOPE OF SERVICES

March 2, 2011

INTRODUCTION

The following tasks represent additional consultant work elements defined by the NC 54/I-40 Corridor Study funding partners. These tasks are not currently covered as part of the approved Phase 2 scope of work to be completed by Renaissance Planning Group and Michael Baker Corporation (Consultant), but have been developed in response to the public review comments on the report from the initial phase of the study as well as input from the steering committee brainstorming meeting on January 10, 2011. The approved tasks will be documented and incorporated into a revised final report that is being developed as part of the approved Phase 2 scope of work.

ADDITIONAL SCOPE OF SERVICES

Task 1 – Analyze Fordham Blvd/NC 54 Interchange

Consultant will conduct this task in three separate and discrete steps:

Task 4a. Using Synchro data files obtained from the Town of Chapel Hill with prior analysis completed for NC 54, perform existing condition operations analysis of the interchange to document any existing deficiencies and safety problems to assist the Town and NCDOT in future planning. Expand existing Synchro model developed for NC 54/I-40 study area.

Task 4b. Obtain Glen Lennox development plan from Town of Chapel Hill. Project future year (2035) deficiencies using the Phase 1 travel demand model outputs, and identify operational solutions to achieve an acceptable level of service and resolve safety problems. Incorporate projected traffic from the proposed Glen Lennox development plan.

Task 4c. Develop a recommended functional design concept for interchange modifications that will achieve an acceptable level of service with 2035 traffic.

Consultant will document results in a PowerPoint presentation and as part of edits to the final report that will occur under the authorized Phase 2 scope of services.