

SIXTH AMENDMENT TO Agreement to Provide Consulting Engineering Professional Services
between the City of Durham and Walter P. Moore and Associates, Inc.

This contract amendment (“Amendment”) is dated and entered into as of the _____ day of _____, 2013, between Walter P. Moore and Associates, Inc. (“Engineer”) and City of Durham (“City”).

The City and the Engineer entered into a contract titled “Agreement to Provide Consulting Engineering Professional Services between the City of Durham and Walter P. Moore and Associates, Inc.,” dated January 10, 2007 in the amount of \$690,000.00. That contract is referred to as the “Original Contract.” Amendment #1 to the Original Contract was entered into on December 20, 2007, expanding the scope of services to include testing for the Chapel Hill Street Deck repairs in the amount of \$18,250.00 for a total lump sum amount of \$708,250.00 for Basic and Additional Services. Amendment #2 was entered into on April 8, 2009, revising the scope of services and compensation for Basic and Additional Services to the Engineer for Chapel Hill Street, Corcoran Street, and Centre Deck parking decks so that the total lump sum amount of \$708,250.00 remained unchanged. Amendment #3 was entered into on January 15, 2010, expanding the scope of services to include architectural finishes for the Corcoran Street Deck in the amount of \$22,500.00 for a total lump sum amount of \$730,750.00 for Basic and Additional Services. Amendment #4 was entered into on April 12, 2010, expanding the scope of services to include exterior banner and canopy design for the Corcoran Street Deck in the amount of \$29,830.00 for a total lump sum amount of \$760,580.00 for Basic and Additional Services. Amendment #5 was entered into on January 21, 2013, deleting previous unused reimbursable expenses associated with completed phases of work and expanding the scope of services to include additional basic services for repair of concrete deterioration items and accessibility issues in the Chapel Hill Street Parking Deck through the design and bidding phase and associated reimbursables, for a net amount of \$51,388.51 for a total lump sum amount of \$811,968.51. The Original Contract is hereby further amended as follows:

The Original Contract is amended per Exhibit A, Part 1, Section A1.05 and A1.06 to provide additional basic services with respect to the **Chapel Hill Street Deck** as follows:

1. The Engineer shall provide additional basic services for repair of the concrete deterioration (spall) items and accessibility issues in the Chapel Hill Street Parking Deck through the construction and post-construction phase to include the services and deliverables outlined in Exhibit M and in accordance with the schedule identified in Exhibit M.
2. The amount specified in Exhibit C, Article 4, Section C4.01 as basic compensation is hereby increased by \$52,000.00 for additional basic services as outlined in this Amendment. In addition, not-to-exceed reimbursable expenses in the amount of \$8,000.00 are included, for a total increase of \$60,000.00, for a total lump sum amount of \$871,968.51. See attached Exhibit N for fee schedule related to this Amendment 6.
3. In Subparagraph 8.01-A (Total Agreement) add the following to the end, “Exhibit N (2 pages). Where both this Agreement and an Amendment impose similar tasks or duties on the Engineer, the Engineer shall perform the greater or more extensive of the tasks or duties.”

Preaudit Certificate:

ATTEST:

CITY OF DURHAM

_____ By: _____

Walter P. Moore and Associates, Inc.

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
WALTER P. MOORE & ASSOCIATES

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 Walter P. Moore and Associates, Inc, 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

EXHIBIT N

Amendment 6: Concrete Repair Items for Chapel Hill Street Garage-Durham, NC

SCOPE OF WORK

Construction and Post-Construction phase services will be provided for scope of work identified by Amendment 5 and detailed in the Bid Documents dated May 22, 2013. The scope was previously identified in Amendment 5 as:

1. Concrete Spall Repair

Concrete repair items identified in below, from the Basis of Design Report (BODR) prepared by Walter P Moore in June 2008.

Concrete Repair Task 1, 2, 3

- Concrete Repair Option A (Floor Repairs)
- Partial Depth Concrete Floor Spall Repair
- Concrete Ramp Repair
- Guardrail Concrete Curb Spall Repair

Concrete Repair Task 4, 5

- Concrete Repair Option B (Overhead Repairs)
- Beam Spall Repair
- Overhead Slab Spall Repair

Concrete Repair Task 6, 7

- Concrete Repair Option C (Vertical Repairs)
- Column Spall Repair
- Concrete Wall Spall Repair

2. Accessibility Upgrades and Requirements per the DOJ Settlement

Based on the terms of the settlement agreement between the City of Durham and the United States DOJ, at least one van accessible parking space must be provided at the parking garage. Based on preliminary studies, van accessible spaces are technically infeasible based on the structure of the parking deck. Engineer will assist the Owner in obtaining a variance for the van accessible space requirement.

Accessibility enhancements to address previously identified ADA/ Accessibility deficiencies:

- Provide additional accessible parking (non-van) parking spaces in upper levels of the deck (levels 3 & 5) to meet the minimum requirements for accessible parking (non-van).
- Provide an accessible route from accessible parking in the deck (levels 3 & 5) to elevator.
- Provide an accessible route from elevator on level 1 to the public way (Orange Street).
- Provide additional accessible parking (non-van) parking spaces in surface lot to meet the minimum requirements for accessible parking (non-van).
- Provide an accessible route from accessible parking (non-van) parking spaces in surface lot to the public way (Mangum Street).
- Provide accessible route from Chapel Hill Street leading to parking deck Office on level

PROFESSIONAL SERVICES

1. Construction Phase

- Upon completion of the bidding phase, Engineer will consult with owner and act as Owner's representative as provide in the General Conditions.
- Assist Owner in selection of an independent testing laboratory.
- Participate in a pre-construction conference.
- Establish baselines and benchmarks for locating the work.

- Visit the site and observation of construction considering approximately weekly site visits, assuming a four-month construction schedule, for an anticipated total of 24 site visits. An allowance is included for up to 10 additional site visits, with authorization by the City, as needed, for unforeseen conditions.
- Issue necessary clarifications and interpretation of the construction documents.
- Recommend change orders.
- Review and take actions with respect to shop drawings and material submittals.
- Prepare certificate of substantial completion to the Owner and contractor.
- Participate in weekly meetings via conference call and attend meetings during visits for site observations.
- Conduct a final inspection.

2. Post-Construction Phase

- Upon completion of the construction phase, Engineer to provide as-built drawings and specifications. Engineer will conduct an inspection of the project with one month before the end of the correction period.
- ADA-Certification of site work.

Schedule

Construction Schedule is four months. Additional construction time for alternates, if taken, is two weeks.

Fee Schedule

A Lump Sum amount of \$60,000.00 for additional basic services for this Amendment 6 based on the following distribution of compensation:

	Phase	%	Chapel Hill Street Deck – Amendment 5	Chapel Hill Street Deck – Amendment 6
a.	Study and Report Phase		Excluded	
b.	Preliminary Design Phase	17	\$20,800.00	
c.	Final Design Phase	23	\$27,700.00	
d.	Bidding and Negotiating Phase	4	\$ 5,000.00	
e.	Construction Phase and Final Report (24 site visits)	31	Excluded	\$37,500.00
f.	Construction Phase – Additional site visit allowance (up to 10 site visits, as needed and authorized in advance by City)	8		\$10,000.00
g.	Construction Testing Services		Excluded	
h.	Peer Review Services		Excluded	
i.	Post Construction Phase	4	Excluded	\$4,500.00
j.	Reimbursable Expenses (not-to-exceed)	13	\$8,000.00	\$8,000.00
	Total	100	\$61,500.00	\$60,000.00

Roughton Nickelson DeLuca, PA will review the DOJ settlement accessibility enhancements. Coulter Jewel Thames, PA will provide surveying activities in support of the required DOJ accessibility enhancements.