

AMENDMENT #3 TO PROFESSIONAL SERVICES AGREEMENT FOR THE DURHAM
PARKS AND RECREATION OPERATIONS FACILITY

This contract amendment (“Amendment”) is dated and entered into as of the ____ day of March, 2014, between RATIO Architects, Inc. (“Architect”) and City of Durham (“City”).

Background: The City and RATIO Architects, Inc. entered into a contract titled “Professional Services Agreement for the Durham Parks and Recreation Operations Facility” dated June 22, 2011. The Contract provided that the Owner would pay the Architect the amount of \$120,000.00 for Basic Services and \$39,100.00 for Survey and Testing Services on a not-to-exceed basis, for a total compensation of \$159,100.00. Amendment #1, dated July 18, 2012, provided additional Basic Services for \$7,600.00, for a total Basic Compensation amount not to exceed \$166,700.00. Amendment #2, dated February 20, 2013, provided additional Basic Services for \$7,748.00, for a total Compensation amount of \$174,448.00. Ratio is requesting construction administration compensation for an extended construction schedule. Also, additional compensation is being requested for remediation efforts as a result of non-conforming work, unforeseen site issues and administration of allowances which were not part of the original contract. The Contract and all amendments thereto are amended as follows:

1. Subparagraph 11.2.1 (Basic Compensation) is amended by adding the following to the end of the section. “The stipulated sum of \$174,448.00 is increased by a not-to-exceed allowance of \$34,620.00 for total Basic Compensation amount not to exceed \$209,068.00. Architect will provide additional basic services increased by the attached “Exhibit H – Additional Basic Services”.
2. Section 12.7.1 of the Original Contract shall be amended by adding the following to the end of the section:
“Exhibit H – Additional Basic Services” consisting of 1 page is made part of this agreement.
3. Section 11.5.1 of the Original Contract shall be amended by deleting “Thirty (30) months” and replacing it with “Thirty-six (36) months”.
4. Add the following new section to the Original Contract:
12.7.15 E-Verify Compliance . The contractor (i.e., Architect) represents and covenants that the Architect and its subcontractors (i.e., subconsultants) comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

ATTEST:

CITY OF DURHAM

_____ By: _____

Pre-audit certificate, if necessary _____

RATIO Architects, Inc.

By: _____ (SEAL)

Title of officer: _____

[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

RATIO Architects, Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20____.

My commission expires: _____

Notary Public