

**FIRST AMENDMENT TO AIA DOCUMENT A101 STANDARD FORM OF  
AGREEMENT BETWEEN THE CITY OF DURHAM AND D.H. GRIFFIN  
INFRASTRUCTURE, LLC**

This first contract amendment (“Amendment”) is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between D.H. Griffin Infrastructure, LLC (“Contractor”) and City of Durham (“Owner”).

The City and the Contractor entered into a contract titled “Agreement to Provide Neighborhood Site Preparation and Public Infrastructure Improvements in the Southside Neighborhood” dated July 12, 2013. The contract is hereby amended as follows:

1. Article 3.2 the number of days for completion will be revised to read 300 days.
2. Article 4.1 will be revised to read Two Million One Hundred Thirty Six Thousand Eight Hundred and Eight One Dollars (\$2,136,881.00).
3. E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance 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).
4. Except as amended, the Agreement is reaffirmed and remains in full force and effect.

ATTEST:

CITY OF DURHAM

\_\_\_\_\_

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

Clerk

City Manager

ATTEST:

\_\_\_\_\_

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

David H. Griffin  
Manager

(Affix corporate seal)

NORTH CAROLINA  
COUNTY of DURHAM

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day, and acknowledged that he  
or she is the City Clerk of the City of Durham, a municipal corporation, and that by authority duly  
given and as the act of the City, the foregoing contract with D.H. Griffin Infrastructure, LLC. was  
signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal,  
and attested by its said City Clerk or Deputy City Clerk. This the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

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

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

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

ACKNOWLEDGMENT BY  
D.H. GRIFIN INFRASTRUCTURE, LLC

I, a notary public in and for the aforesaid county and state, certify that David H. Griffin  
personally appeared before me this day and stated that he or she is Manager of D.H Griffin  
Infrastructure, LLC, a limited liability company, organized and existing under the laws of the  
State of North Carolina , acknowledged that the foregoing contract or agreement with the City of  
Durham carries on the company's business in the usual way, and acknowledged the due  
execution, under seal, of the contract on behalf of the company. This the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

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

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

This instrument has been preaudited in the manner required by the Local Government Budget and  
Fiscal Control Act.

\_\_\_\_\_  
City's Finance Officer

\_\_\_\_\_  
Date