

THIRD AMENDMENT TO THE PROFESSIONAL DESIGN AND CONSULTING
SERVICES FOR A NEW RADIO OPERATIONS BUILDING

1 This contract amendment (“Third Amendment”) is dated and entered into as of the 20th day of
2 June, 2014, between IBI Group of North Carolina, P.C. (“Architect”) and City of Durham
3 (“City”).

BACKGROUND

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6 The City and the Architect entered into a contract titled “Professional Design and Consulting
7 Services for a New Radio Operations Building,” dated June 22, 2011 for the basic services
8 compensation amount of \$126,500 plus optional additional services in the amount of \$20,805
9 for a total not to exceed contract amount of \$147,305. That contract is referred to as the
10 “Original Contract.”

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12 The Original Contract was amended by an instrument titled “Amendment One to Professional
13 Design and Consulting Services for a New Radio Operations Building”, dated July 30, 2012
14 (“First Amendment”). Amendment One revised the scope of the optional additional services to
15 delete the design of upgrades to the existing tower ground grid ring and add the design of the
16 structural steel-framed ice protection canopy over the parking area, resulting in no change to the
17 total compensation to be paid.

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19 The Contract was further amended by an instrument titled “Second Amendment to Professional
20 Design and Consulting Services for a New Radio Operations Building”, dated October 15, 2013.
21 The Second Amendment added an allowance of \$7,000 for additional sub consultant special
22 inspection services on a not-to-exceed basis. Special inspection services for Masonry, Hollow-
23 Core Planks, and Steel Construction were not included in the Original Contract. The Second
24 Amendment also reallocated the unused portion (\$1,950) of the pre-construction Allowance for
25 Geotechnical Investigation, for Construction Phase Materials Testing. Total compensation under
26 the Second Amendment was increased by \$7,000 and included basic services of \$133,500 and
27 approved optional additional services of \$20,805 for a total not to exceed contract amount of
28 \$154,305.

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30 This Third Amendment adds additional Architectural Services for additional landscape design
31 requested by the City and additional monthly progress meetings and construction administration
32 due to extended construction duration. The subtotal for this scope is \$12,695, which includes
33 credits for the cable ice bridge design and monthly 2nd site visits, which were not needed.

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35 Due to the complexity of subsurface utilities, additional Civil Engineering and Surveying
36 Services for sewer design changes and additional construction administration by the Civil
37 Engineer are required totaling \$10,619.

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39 The Third Amendment also adds an allowance for additional material testing services in the
40 amount of \$2,199 for Terracon for soil compaction testing related to the NCDOT-required ditch
41 re-grading related to the sewer design change and unsuitable soils along the proposed sidewalk.
42 The expected scope includes 5 days of on-site observation and testing and 10 concrete
43 compressive strength samples and associated reporting. The total compensation under this Third
44 Amendment is increased by \$25,513.

47 The Original Contract is hereby amended as follows:
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- 49 1. Exhibit C (Radio Operations Building Schedule of Deliverables and Requirements),
50 shall be revised as follows:
51 a) under “Final Design Phase, Preparation of Final construction drawings,
52 specifications, and related documents, to include:”, add
53 o Landscaping Design and changes along Camden Avenue sidewalk.
54 b) under “Final Design Phase, Preparation of Final construction drawings,
55 specifications, and related documents, to include:”, remove
56 o Ice Bridge from tower to building.
57 c) under “Construction Administration”, remove
58 • Make site visits bi-weekly, and attend contractor’s monthly progress
59 meeting during one of those visits. Issue site visit report and meeting
60 minutes.
61 d) under “Construction Administration”, add
62 • Attend contractor’s monthly progress meeting for the duration of the
63 construction activities. Issue meeting minutes.
64 e) Add “Additional Services”:
65 • Subsurface Utility Engineering to locate AT&T fiber optic, gas, Time
66 Warner Cable, and water lines.
67 • Surveying to resolve contractor building pad survey/control issues
68 • Additional Civil Engineering for sewer street crossing design
69 • Not to Exceed additional civil engineering construction administration
70 through project completion.
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- 72 2. Delete Exhibit E (Architectural Fee Schedule and Hourly Rates), of the Original
73 Contract and replace with the attached “Exhibit E – Radio Operations Building –
74 Third Amendment”.
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- 76 3. In Section 11.2.1, delete everything after the phrase “...computed as follows:” and
77 replace with the following: The Owner shall pay in accordance with the attached
78 Exhibit E.
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80 IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed
81 under seal themselves or by their respective duly authorized agents or officers.
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83 PREAUDIT CERTIFICATE:
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86 ATTEST:

CITY OF DURHAM
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IBI Group of North Carolina, PC

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.]

ACKNOWLEDGMENT BY IBI GROUP OF NORTH CAROLINA, P.C.

State of _____

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 IBI Group of North Carolina, PC, 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