

FOURTH AMENDMENT TO CONTRACT FOR DESIGN SERVICES FOR THE
LEIGH FARM PARK RESTORATION AND RECONSTRUCTION PROJECT

This contract amendment (“Fourth Amendment”) is dated and entered into as of the 4th day of April 2014, between HagerSmith Design PA (“Architect”) and City of Durham (“City” or “Owner”).

BACKGROUND. The City and the Architect entered into a contract entitled “Design Services for the Leigh Farm Restoration and Reconstruction Project” July 7, 2008 in the amount of \$50,920.00. That contract is referred to as the “Original Contract.”

- The First Amendment was approved June 15, 2010 in the amount of \$30,100.00 to include additional bidding services for Phase 1 and Schematic Design Services for Phase 2.
- The Second Amendment was approved March 29, 2011 in the amount of \$126,772.00 to include Design Development Services, Construction Document Services, Bidding Services, Construction Administration Services and Closeout Services for Phase 2-Site Infrastructure Project.
- The Third Amendment was approved on August 31, 2011 in the amount of \$7,840.00 to include additional survey services to prepare a boundary survey that is required for the annexation of Leigh Farm Park into the City.
- The contract is further amended by this Fourth Amendment in the amount of \$23,975.50 to include:
 - 1) Additional construction materials testing services \$2,100.00
 - 2) Site lighting design and resubmittal of the Lighting Plan to the Planning Department \$4,873.00
 - 3) Extension of the Construction Administration Phase of the project due to:
 - Construction contract extension due to weather delays (75 days) \$4,470.00
 - Construction contract extension due to contractor project delays (123 days) \$12,532.50

1. At the end of paragraph 11.2.1 add the following:

The amount the Owner shall pay the Architect by this Fourth Amendment is increased by the stipulated sum of \$23,975.50 for Phase 2 basic services.
The Total Basic Compensation is as follows:

Original Contract	\$50,920.00
First Amendment	\$30,100.00
Second Amendment	\$126,772.00
Third Amendment	\$7,840.00
Fourth Amendment	\$23,975.50
Total Basic Compensation	\$239,607.50

2. Add the following paragraph to the Original Agreement:

12.7.17 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).

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

CITY OF DURHAM

ATTEST:

Pre Audit Certificate

HAGERSMITH DESIGN PA

By: _____
Title of officer: _____

(Affix corporate seal.)

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 HagerSmith Design PA, 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