

**THIRD AMENDMENT TO CONTRACT FOR DESIGN SERVICES FOR THE WEST
ELLERBEE CREEK TRAIL PHASE II PROJECT**

This contract amendment (“Third Amendment”) is dated and entered into as of the ___ day of _____, 2015, between Stewart Engineering Inc. (“Architect”) and City of Durham (“City”).

The City and the Architect entered into a contract titled “Professional Services Agreement for the Design of West Ellerbee Creek Trail Phase II”, December 8, 2009. That contract is referred to as the “Original Contract”. The Original Contract provided that the Owner would pay the Architect the not-to-exceed amount of \$235,000.00 for Basic Services. The Original Contract was amended on March 28, 2012 by instrument entitled “First Amendment to Contract for Design Services for the West Ellerbee Creek Trail Phase II Project”, (“First Amendment”), providing Additional Services for \$9,014.50, for a Total Compensation amount not to exceed \$244,014.50. The Original Contract was again amended on November 8, 2013 by an instrument entitled “Second Amendment to contract for Design Services for the West Ellerbee Creek Trail Phase II Project”, (“Second Amendment”), providing Additional Services for \$4,525.00, for a Total Compensation amount not to exceed \$248,539.50.

The Original Contract is further amended as follows to provide bidding assistance and additional basic services work:

1. At the end of section 11.2.1 (Basic Compensation) delete the referenced stipulated sum amount and replace with the following:

The stipulated sum of \$248,539.50 is increased by a not-to-exceed amount of \$3,995.00 for a Basic Design Services Compensation amount not to exceed \$252,539.50 and Additional Basic Services of \$28,450.00 (pursuant to Exhibit F) for a total Basic Compensation of \$280,989.50.2.

2. At the end of section 11.2.2 delete the table and replace with the following new table:

Basic Design Services Phase	PERCENTAGE IN NUMERALS
Schematic Design	30 %
Design Development	44 %
Construction Documents	24 %
Bidding or Negotiation	2 %
Construction Administration	0 %
Total Basic Compensation	100 %
Additional Basic Services*	LUMP SUM AMOUNT
1 – Property Acquisition Support	\$5,015.00
2 – Alternative Analysis	\$9,535.00

3 – NCDOT Coordination	\$7,100.00
4 – Public Meetings and Involvement	\$3,800.00
5 – Lighting Design	\$3,000.00
Total Additional Basic Services	\$28,450.00

*See Exhibit F “Additional Basic Services Scope of Work”

3. In Sections 11.3.1, 11.3.2, and 11.3.2 deleted reference to “Exhibit B” and replace with “Exhibit B – Revised 08/21/2014”.

4. Section 11.5.1 of the Original Contract shall be amended by deleting “Twelve (12) months” and replacing it with “Seventy-two (72) months”.

5. Delete Section 12.7.1 in its entirety and replace with the following:

12.7.1 Delete in its entirety Section 2.6 and all subsections. The following Exhibits are attached hereto, as indicated, and incorporated by reference herein:

Exhibit A – Revised 3/3/15: “Schedule of Deliverables – West Ellerbee Creek Trail Phase II” (attached to Third Amendment);

Exhibit B – Revised 3/3/15: “Architectural Fee Schedule – West Ellerbee Creek Trail Phase II Design” (attached to Third Amendment);

Exhibit C: “Insurance Requirements” (attached to Original Agreement);

Exhibit D: “Project Design Procedures” (attached to Original Agreement);

Exhibit E: “Examples of Certificates” (attached to Original Agreement); and,

Exhibit F: “Additional Basic Services Scope of Work”.

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

ATTEST:

CITY OF DURHAM

Pre Audit Certificate

STEWART ENGINEERING INC.

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 Stewart Engineering 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