

THIRD AMENDMENT TO CONTRACT FOR SPECIAL INSPECTIONS AND
CONSTRUCTION MATERIAL TESTING SERVICES FOR THE FIRE STATION 9
PROJECT

This third contract amendment (“Amendment No. 3”) is dated and entered into as of the _____ day of _____ 2015, between the City of Durham (“City” or “Owner”) and A1 Consulting Group, Inc. (“Contractor”), a corporation organized and existing under the laws of North Carolina, hereinafter collectively referred to as “the Parties.”

BACKGROUND.

The City and the Contractor entered into a contract titled “Contract for Special Inspections and Construction Material Testing Services for the Fire Station 9 Project” dated December 19, 2012. That contract is referred to as the “Original Contract.” The Original Contract provided that the Owner would pay the Contractor a not to exceed amount of \$30,000.00 for Services and Scope to be Performed, as set forth in the Original Contract.

By an instrument titled “Amendment to Contract for Special Inspections and Construction Material Testing Services for the Fire Station 9 Project” dated January 16, 2014 (“Amendment 1”), the Original Contract was amended to add additional construction material testing and special inspection to the Project, as detailed in Exhibit E, and increasing the total compensation for services to the lump sum amount of \$50,000.00.

By an instrument titled “Second Amendment to Contract for Special Inspections and Construction Material Testing Services for the Fire Station 9 Project” dated May 29, 2014 (“Amendment 2”), the Original Contract was amended to add additional supplemental services to the Project, as detailed in Exhibit D, and increasing the total compensation for services to the lump sum amount of \$89,750.00.

The parties intend by this Amendment to acknowledge that the Contractor is required to perform additional services and scope. The Contract is hereby further amended as follows:

1. Sec. 2. Services and Scope to be Performed is amended by adding the following to the end of the section:

A1 Consulting Group, Inc. shall also provide those services specified in Exhibit F, entitled “Exhibit F – Additional Supplemental Services” dated May 18, 2015.

2. Sec. 4 . Contractor’s Billings to City. Compensation is amended by adding the following to the end of the section:

This Amendment will increase the amount specified in Sec. 4 by \$50,800.00 with a revised not-to-exceed contract amount of \$140,550.00. Compensation for this Amendment is outlined in Exhibit F. All compensation is based on time and

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materials fees as stated in Exhibit A, entitled "Exhibit A – Schedule of Fees for Fire Station 9" and referred to in the Original Contract.

3. Sec. 8. Attachments is amended by adding the following to the end of the Section:
Exhibit F, "Exhibit F– Additional Supplemental Services" dated May 18, 2015, consisting of 1 page, is hereby incorporated by reference.

4. Except as otherwise changed or altered by this Contract Amendment, the terms and conditions of the Original Contract, as amended, shall remain in effect and are incorporated herein.

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

Preaudit Certification:

ATTEST:

CITY OF DURHAM

By: _____

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A1 Consulting Group, Inc.

ATTEST:

Secretary
(SEAL)

By: _____
President

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
_____ Secretary of A1 Consulting Group, Inc., a corporation, and that by authority duly given and
as the act of the corporation, the foregoing contract or agreement with the City of Durham was signed in its
name by its _____ President, whose name is
_____, sealed with its corporate seal, and attested by
him/herself as its said Secretary or Assistant Secretary. This the _____ day of _____,
20_____.

My commission expires:

Notary Public

**EXHIBIT F – ADDITIONAL SUPPLEMENTAL SERVICES
May 18, 2015**

Task / Item	Fee
<p>Task 1:</p> <p>Senior Steel Inspector to inspect Trusses repair work. This work includes review the drawings, field inspection, documentation, and attending any meetings. Anticipated starting to be determined. Work is estimated at 8- weeks. 30 hours a week.</p>	\$22,800.00
<p>Task 2:</p> <p>Support Inspector / Engineer to conduct parallel inspection to support the Lead Inspector on-site. Anticipated full-time for six weeks.</p>	\$15,600.00
<p>Task 3:</p> <p>Travel costs for site visits</p>	\$2,800.00
<p>Task 4:</p> <p>Registered Engineer's Time for project management and review project reports.</p>	\$6,600.00
<p>Task 5:</p> <p>Engineering time for preparing computerized reports, project coordination and documentation.</p>	\$3,000.00
Total	\$50,800.00