

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

This contract amendment (“Amendment No. 2”) is dated and entered into as of the _____ day of _____ 2014, 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.

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 D, entitled “Exhibit D – Additional Supplemental Services” dated April 10, 2014.

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 \$39,750.00 to the revised not-to-exceed contract amount t of \$89,750.00. Compensation for this Amendment is outlined in Exhibit D. All compensation is based on time and materials fees as stated in Exhibit A, entitled “Exhibit A – Schedule of Fees for Fire Station 9” and referred to in the Original Contract.

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3. Sec. 8. Attachments is amended by adding the following to the end of the Section:
Exhibit D, “Exhibit D – Additional Supplemental Services” dated April 10, 2014, consisting of 1 page, is hereby incorporated by reference.

4. Subparagraph 12.7.16 shall be added as follows:

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).

5. 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 to be executed under seal themselves or by their respective duly authorized agents or officers.

PREAUDIT:

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 D – ADDITIONAL SUPPLEMENTAL SERVICES
April 10, 2014

Task / Item	Fee
Task 1: Full-time on-site construction inspector to inspect cold formed framing remediation work. Starting on April 14 and ending in 3- weeks. 40 hours a week.	\$9,000.00
Task 2: Travel costs for site visits	\$450.00
Task 3: Registered Engineer's Time for project management and review project reports.	\$2,475.00
Task 4: Engineering time for preparing computerized reports, project coordination and documentation.	2,250,.00
Task 5: Additional time on-site to inspect work after the framing remediation has occurred. This work could take up to a maximum of 6 weeks @ 40 hours a week	\$18,000.00
Task 6: Travel costs for site visits	\$900.00
Task 7: Registered Engineer's Time for project management and review project reports.	\$3,300.00
Task 8: Engineering time for preparing computerized reports, project coordination and documentation.	\$3,375.00
Total	\$39,750.00