

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND
WARD SCOTT ARCHITECTURE, INC. TO FURNISH ARCHITECTURAL AND RELATED
SERVICES FOR DESIGN AND CONSTRUCTION OF:
ALBERTA TECHNOLOGY CENTER
(Project No. A13-0624)**

THIS AMENDMENT to that certain agreement made and entered into by and between the parties on the 23rd day of June, 2014, is made and entered into by and between the Architectural Firm of WARD SCOTT ARCHITECTURE, INC., hereinafter referred to as the "ARCHITECT," and the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "OWNER" or "CITY," on this the 21st day of October, 2015, as follows:

W-I-T-N-E-S-S-E-T-H:

WHEREAS, heretofore, the City of Tuscaloosa and WARD SCOTT ARCHITECTURE, INC. ("Architect") entered into a contract to provide architectural and related services to the City of Tuscaloosa for design and construction of Alberta Technology Center; and,

WHEREAS, it is necessary to amend the Architect's contract to increase the total compensation amount to \$1,414,801.62 as a result of increased technology and content components to be included within the Alberta Technology Center.

NOW, THEREFORE, the City of Tuscaloosa and the Architect do hereby enter into this amendment to the contract between the parties on the above date, for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

SECTION ONE. That Article 2--ARCHITECTS SERVICES AND RESPONSIBILITIES, Subsection B. Additional Services, Item "27—Technology engineering services", be and the same is hereby amended to reflect an increase of \$18,645.00 from \$27,500 to \$46,145.00 for additional engineering services associated with the updated scope and shall be amended to read as follows:

"27. Technology engineering services. The estimated fee for this service is \$ 46,145.00"

SECTION TWO. That Article 2--ARCHITECTS SERVICES AND RESPONSIBILITIES, Subsection B. Additional Services, Item "28—Construction Material Testing and Special Inspections, is hereby amended to reflect an estimated fee amount for construction material testing and special inspection services and shall be amended to read as follows:

"28. Construction Materials Testing and Special Inspections. **The estimated fee for this services is \$18,282.55.**

SECTION THREE. That Article 2—ARCHITECTS SERVICES AND RESPONSIBILITIES, Subsection B. Additional Services, shall be amended to add the following line items and fees to read as follows:

- "31. Cost Estimating Services: \$8,250.00
- 32. Furniture Consulting Services: \$12,540.00
- 33. Food Service Equipment Consulting Services: \$1,650.00
- 34. Technology FFE Consulting Services: \$ 106,645.00
- 35. Technology Professional Services for Design and Development Interactive Wall and Kiosk: \$1,195,943.10.
- 36. Children's Video Wall Design Architect & Engineering Professional Services: \$1,500.00."

SECTION FOUR. That Article 13-BASIS OF COMPENSATION, Subsection B. Basic Compensation, shall be amended to increase the total maximum lump sum fee to Architect by to read as follows:

"B. Basic Compensation: FOR BASIC SERVICES, as described in Article Two as part of Basic Services, Basic Compensation shall be computed as follows: Architect shall receive a lump sum fee in the total maximum amount of **One Hundred Thirty-Seven Thousand Seven Hundred Forty-Five and 97/100 (\$137,745.97)** Dollars."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

CITY OF TUSCALOOSA, A Municipal Corporation

BY: 

Mayor Walter Maddox

ATTEST:



City Clerk

ARCHITECT:

WARD SCOTT ARCHITECTURE, INC.

BY: 

ATTEST:



STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal this the 21st day of October, 2015.

Vickie Gilliland
Notary Public

My Commission Expires: 2/3/19

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Christy L. Baker, a Notary Public in and for said State at Large, hereby certify that Kimberly McMurray who is named as Architect, is signed to the foregoing document, and,

- Who is known to me, or
a Whose identity I proved on the basis of _____, or
a Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal this the 19th day of October, 2015.

Christy L. Baker
Notary Public

My Commission Expires: 5-23-16