

**NORTH CAROLINA
DURHAM COUNTY**

**REQUIREMENTS
CONTRACT AMENDMENT**

THIS CONTRACT AMENDMENT is made and entered into this **13th day of August, 2018**, by and between, the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **PETE DUTY & ASSOCIATES, INC.**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a Requirements Service Contract dated September 15, 2017, Funds Reservation 18-463, for the provision of inspection and repair services to mixers, gearboxes, pumps and motors (machinery and equipment) for the Triangle WWTP, on an as needed basis, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor renewed the Original Agreement on July 1, 2018, Funds Reservation 19-119; and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is remains through **January 31, 2019**.
2. The compensation paid to Contractor shall be amended to add **Seventy-seven thousand four hundred seventy-two and No/100 Dollars (\$77,472.00)** for a new amount not to exceed of **One hundred seven thousand four hundred seventy-two and No/100 Dollars (\$107,472.00)**, for the provision of (2) additional IPS pumps to be repaired due to mechanical failures.
3. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification**.
4. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
5. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

PETE DUTY & ASSOCIATES, INC.

DocuSigned by:
By: David Duty
David Duty, President

DURHAM COUNTY

DocuSigned by:
By: Wendell M. Davis
Wendell Davis, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Susan Tezai
Susan Tezai, Durham County Chief Financial Officer

PDA CENTRAL

Pump & Motor Service

2219 Leah Drive Hillsborough, NC 27278

(919) 245-5080 Phone

(919) 245-5071 Fax

July 24, 2018
Durham Co.
Hwy 55 WWTP

Re: Fairbanks pump repair.
200 hp.
885 RPM.

PDA-Central is pleased to propose the following quote:

Repairs include the following:

Replace all mechanical seals, o-rings, bearings, power and control cables with connecting lugs, retaining rings, volute gasket, connecting terminal board, oil, test and paint.
Parts and labor, \$25,631.00 plus tax.

Note,

This is the third of the 200 hp. Fairbanks. I do not have the s/n on this one at this time.

Sincerely,

Ed Wheeley

Ed Wheeley-Service Manager
PDA Central Pump & Motor Service

PDA CENTRAL

Pump & Motor Service

2219 Leah Drive Hillsborough, NC 27278
(919) 245-5080 Phone
(919) 245-5071 Fax

July 19, 2018
Durham Co. Hwy. 55 WWTP

Re: Fairbanks pump repair.
200 hp.
885 RPM.
S/n- 447109-2

PDA-Central is pleased to propose the following quote:

- 1- Rewind motor stator.
- 1- Impeller with wear ring.
- 1- Volute casing wear ring.
- 1- 16" rubber discharge gasket.
- 1- Connecting terminal board.
- 130 ft. W-2-4C power cable with connecting lugs.
- 65 ft. 14/7 SOOW control cable.
- Upper and lower mechanical seals.
- All o rings
- Upper and lower bearings.
- Retaining snap rings.
- 1- Volute gasket
- Machine work on damaged rotor shaft.
- Oil, test, paint.

Parts and labor, \$51,841.00
4-6 week delivery on impeller parts.

Sincerely,

Ed Wheeley



North Carolina
Durham County

CERTIFICATION

I, Monica W. Toomer, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners approved to authorize the County Manager to enter into a contract amendment to increase the existing machinery and equipment repair contract with Pete Duty and Associates for the Triangle Wastewater Treatment Plant in the amount of \$77,472, bringing the total contract amount from \$30,000 to \$107,472.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 13th day of August 2018.



A handwritten signature in cursive script, appearing to read "Monica W. Toomer".

MONICA W. TOOMER
Deputy Clerk to the Board of County Commissioners