

**NORTH CAROLINA  
DURHAM COUNTY**

**DESIGN CONSULTANT  
CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this **14<sup>th</sup> day of May, 2019**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") **AECOM TECHNICAL SERVICES OF NC, INC.**, (hereinafter referred to as "**Design Consultant**").

**WITNESSETH:**

THAT WHEREAS, the County and Design Consultant entered into a contract dated March 23, 2017, for Professional Services in connection with the Project known as: the Stirrup Iron West Parallel 24" Gravity Sewer Project, RFQ 17-011, Funds Reservation #: 17-1056, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Design Consultant amended the Original Agreement on January 30, 2018, Funds Reservation 17-1056, on June 19, 2018, Funds Reservation 17-1056; and

WHEREAS, the County and Design Consultant desire to amend the Original Agreement a third time, 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 hereby extended through **June 30, 2020**.
2. The compensation paid to Design Consultant shall remain an amount not to exceed of **Ninety-four thousand nine hundred seventy and No/100 Dollars (\$94,970.00)**.
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 Design Consultant 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 Design Consultant.
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.

**AECOM TECHNICAL SERVICES**

DocuSigned by:

By: Carl Cairns Chambers  
Carl C. Chambers

Water Infrastructure Leader, Mid-Southeast Region

**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.

N/A

Susan Tezai, Durham County Chief Financial Officer