

**NORTH CAROLINA
DURHAM COUNTY**

**DESIGN CONSULTANT
CONTRACT AMENDMENT**

THIS CONTRACT AMENDMENT is made and entered into this **17th day of April, 2018**, by and between the **COUNTY OF DURHAM** (hereinafter referred to as “County”) **BLACK & VEATCH CORPORATION** (hereinafter referred to as “Design Consultant”).

WITNESSETH:

THAT WHEREAS, the County and Design Consultant entered into a Design Consultant contract dated January 12, 2017, for the provision of preliminary engineering design of an improved aeration method to augment existing brush aerators in one oxidation ditch at the TWWTP (FR17-832, RFQ 17-012), (hereinafter the “Original Agreement”); and

WHEREAS, the County and Design Consultant amended the Original Agreement on June 23, 2017, and on September 14, 2017; 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 hereby extended through **June 30, 2019**.
2. The compensation paid to Contractor shall be amended to add **Thirty-four thousand five hundred and No/100 Dollars (\$34,500.00)** for a new not to exceed amount of **Two hundred forty-seven thousand five hundred and No/100 Dollars (\$247,500.00)**. Additional engineering efforts and time are needed to complete the project. See attached Change Order requests.
3. **SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a County contract unless explicitly mandated by law.

The Contractor will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Contractor’s County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

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.

BLACK & VEATCH CORPORATION

DocuSigned by:

By: Jeff Coggins

Jeff Coggins, P.E., Project Manager
Associate Vice President, Water Division

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 Tejai

Susan Tejai, Durham County Chief Financial Officer



BLACK & VEATCH INTERNATIONAL CO.
11000 REGENCY PARKWAY, SUITE 410 | CARY, NC 27518
+1 919-463-3047 | BRINKLEYJW@BV.COM

January 5, 2018

Mr. Kyle Manning, P.E.
Senior Project Manager
Durham County Engineering and Environmental Services
5926 Highway 55 East
Durham, North Carolina 27713

**Re: Change Order Request
Triangle WWTP Aeration System Improvements
Durham County Reference No. 1700000832**

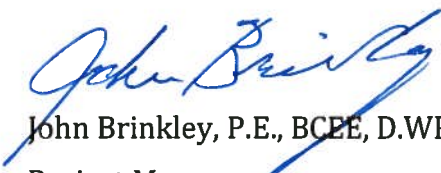
Dear Mr. Manning:

Pursuant to your request, Black and Veatch understands that Durham County is requesting that the two 125 horsepower positive displacement blowers proposed for the aeration system improvements be configured to operate automatically using the plant's existing dissolved oxygen control system. This is a change from the original scope and will require additional engineering effort associated with updates to the contract documents and coordination with the County's system integrator, CITI. We are therefore requesting additional compensation in the amount of \$17,000 to incorporate this change. This change is not expected to impact the current schedule.

Please confirm this change request is acceptable to the County. If you have any questions, please do not hesitate to contact me at (919) 463-3047 or brinkleyjw@bv.com

Very truly yours,

BLACK & VEATCH INTERNATIONAL COMPANY


John Brinkley, P.E., BCEE, D.WRE
Project Manager



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March 7, 2018

Mr. Kyle Manning, P.E.
Senior Project Manager
Durham County Engineering and Environmental Services
5926 Highway 55 East
Durham, North Carolina 27713

**Re: Change Order Request No. 2
Triangle WWTP Aeration System Improvements
Durham County Reference No. 1700000832**

Dear Mr. Manning:

Pursuant to your request, Black and Veatch understands that Durham County is requesting the addition of a second dissolved oxygen (DO) probe and the relocation of the existing DO probe by the effluent weir that discharges into the secondary anoxic zone, as part of the design. The control system will be set to take average for the individual DO readings to control the new blowers. This is a change from the original scope and will require additional engineering effort associated with updates to the contract documents and coordination with the County's system integrator, CITI. We are therefore requesting additional compensation in the amount of \$17,500.00 to incorporate this change. This change is not expected to impact the current schedule.

Please confirm this change request is acceptable to the County. If you have any questions, please do not hesitate to contact me at (919) 463-3047 or brinkleyjw@bv.com

Very truly yours,

BLACK & VEATCH INTERNATIONAL COMPANY

A handwritten signature in blue ink, appearing to read 'John Brinkley'.

John Brinkley, P.E., BCEE, D.WRE
Project Manager



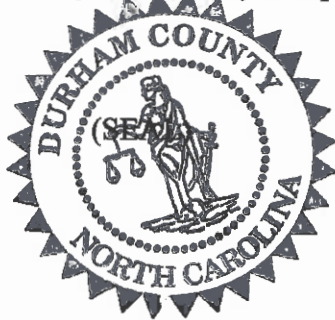
North Carolina
Durham County

CERTIFICATION

I, V. Michelle Parker-Evans, the duly appointed and qualified 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 design consultant contract with Black & Veatch International Company (FR# 17-832) for Aeration System Enhancements for the Triangle Wastewater Treatment Plant in the amount of \$34,500, bringing the total contract amount from \$213,000 to \$247,500.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 9th day of April, 2018.




V. MICHELLE PARKER-EVANS
County Clerk to the Board of County Commissioners