CONTRACT AMENDMENT #5 KREATIVE KONCEPTS

THIS CONTRACT AMENDMENT is made and entered into this 4th day of September by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **KREATIVE KONCEPTS** (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHERE AS, the County and Contractor entered into a contract dated October 1, 2015, for the provision of Janitorial Services at various county facilities, (hereinafter the "Original Agreement"); 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 second & third floors of the newly renovated Admin. II facility shall now be added to your regular janitorial contract.
- **2.** The addition of this location to your scope of work shall be on a month-to month basis until a contract is awarded to a sole contractor for the entire Admin. II facility.
- 3. The Term of the Original Agreement will remain June 30, 2019.
- **4.** The compensation paid to Contractor shall be increased by \$27,456.00 (\$5,491.20 monthly), for a total amount not to exceed \$153,024.00.
- 5. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. <u>Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are</u> 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.
- **6.** 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.
- 7. 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.

KREATIVE KONCEPTS

DURHAM COUNTY

By:_____ Sheryl Morton, Owner By: ____

Wendell Davis, County Manager

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

Susan Tezai, Durham County Chief Financial Office

To:Rudolph MortonSubject:RE: Admin II

From: Rudolph Morton <krekoninc@aol.com> Sent: Tuesday, September 04, 2018 11:30 AM To: Jones, Joel T. <jtjones@dconc.gov> Subject: Re: Admin II

Joel the cost for the new admin2 \$5491.20 per month please let me know if our cost is suitable. Thanks Rudolph

Sent from my iPhone