

**NORTH CAROLINA  
DURHAM COUNTY**

**REQUIREMENTS  
CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this **1<sup>st</sup> day of July, 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 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 **January 31, 2019**.
2. The compensation paid to Contractor shall be an amount not to exceed **Thirty thousand and No/100 Dollars (\$30,000.00)**.
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 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 Stephanie Brixey  
Jay Gibson, General 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



PETE DUTY & ASSOCIATES, INC.

2219 Leah Drive • Hillsborough, North Carolina 27278 • (919) 245-5070 • Fax (919) 245-5071

## **PDA CENTRAL PUMP & MOTOR SERVICE**

### **SHOP RATES:**

\$95 Per Man Per Hour

### **SERVICE RATES:**

\$105 Per man with truck and tools per hour

### **OVERTIME RATES:**

Weekdays - Time and one half after 5:00 p.m.

Saturdays - Time and one half

Sundays - Double time