

**NORTH CAROLINA
DURHAM COUNTY**

**DESIGN CONSULTANT
CONTRACT AMENDMENT**

THIS CONTRACT AMENDMENT is made and entered into this **15th day of August, 2018** by and between the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **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, on September 14, 2017, and on April 17, 2018; and

WHEREAS, the County and Design Consultant desire to amend the Original Agreement a 4th 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 hereby remains through **June 30, 2019**.
2. The compensation paid to Design Consultant shall be amended to add **Twenty-eight thousand and No/100 Dollars (\$28,000.00)** for a new amount not to exceed of **Two hundred seventy-five thousand, five hundred and No/100 Dollars (\$275,500.00)**.
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.

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 Tezai
Susan Tezai, Durham County Chief Financial Officer



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 design consultant contract with Black & Veatch International Company (FR# 17-832) for the Triangle Wastewater Treatment Plant Efficiency and Resiliency Improvements Project (RFQ 17-012) in the amount of \$28,000, bringing the total contract amount from \$247,500 to \$275,500.

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

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

