

**NORTH CAROLINA  
DURHAM COUNTY**

**DESIGN CONSULTANT  
CONTRACT AMENDMENT**

**THIS CONTRACT AMENDMENT** is made and entered into this **30<sup>th</sup> day of January, 2018**, by and between, the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **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 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 Scope of Work shall be amended to remove all design services associated with the 24" parallel sewer main and to add additional surveying and modeling within the same sewer basin tributary to the Stirrup Iron Creek Pump Station (see Attachment 1).
2. The Term of the Original Agreement hereby remains through **June 30, 2018**.
3. 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)**.
4. **SECURITY BACKGROUND CHECKS.** The Design Consultant 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 Design Consultant employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Design Consultant employee from employment on a County contract unless explicitly mandated by law.

The Design Consultant 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 Design Consultant's County point of contact of the results of the review. A Design Consultant 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 Design Consultant, 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 Design Consultant shall provide names of all individuals in the Design Consultant communications log and to the County Representative. This information will be reviewed annually.

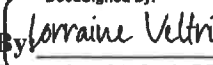
For those Design Consultant employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Design Consultant will provide the results of their background check to the Major for Support Services who will conduct an additional investigation 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 Design Consultant 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 Design Consultant 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.

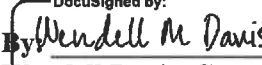
5. By execution hereof, the person signing for Design Consultant below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Design Consultant.
6. Except for the changes made herein, the Original Agreement shall remain in full 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 Lorraine Veltri  
 Lorraine Veltri, Vice President  
 Water Business Line Leader, Southeast Region

**DURHAM COUNTY**

DocuSigned by:  
  
 By Wendell M. Davis  
 Wendell Davis, County Manager

**REVISED SCOPE OF SERVICES**  
**AGREEMENT FOR DESIGN SERVICES**  
**DESIGN SERVICES FOR THE STIRRUP IRON WEST PARALLEL 24" GRAVITY**  
**SEWER PROJECT**

Award Date: March 23, 2017  
Revision Date: January 22, 2017

AECOM Technical Services of North Carolina, Inc. (AECOM) was awarded a project on March 23, 2017 to perform engineering design, permitting, bid, and construction administration services (Services) for Durham County for the Stirrup Iron West Parallel 24" Gravity Sanitary Sewer. Subsequently, it has been determined that scope changes are required. This Revised Scope of Services replaces Tasks 1 through 11 contained in the original Scope of Services that was part of the Agreement for Design Consultant Services dated 23 March 2017.

The revised Engineering Services will include the following tasks:

Task No. 1 – Investigation of Sewer Outfalls at Areas Nos. 1 and 2; and  
Task No. 2 – Additional Surveying and Modeling of Stirrup Iron Creek Sewer Interceptors

**Task No. 1 – Investigation of Sewer Outfalls at Areas Nos. 1 and 2**

The work under this task has been completed. The work included topographic and location surveying of sewer mains and manholes in two area of the Stirrup Iron Creek Sewer Shed. Work Area No. 1 is located east of the intersection of Miami Boulevard and Chin Page Road, and Work Area No. 2 is located east of the intersection of Miami Boulevard and General Electric Road. The survey data was incorporated into the existing sewer model, and gravity pipe hydraulics were calculated. The results of the sewer modeling indicated that installing parallel sewer mains were not needed at this time.

**Task No. 2 – Additional Surveying and Modeling of Stirrup Iron Creek Sewer Interceptors**

AECOM will obtain survey grade data on all manholes on 18-inch and larger sewer mains throughout the Stirrup Iron Creek Sewershed. The survey data will include locations, rim and ground elevations, pipe diameters and materials, and invert elevations of approximately 77 manholes.

AECOM will incorporate the survey data into the existing sewer model. The model will identify gravity pipe hydraulic deficiencies within the Stirrup Iron Creek Sewershed. AECOM will meet with Durham County to discuss the deficiencies and develop a list of priorities. AECOM will prepare a letter report of the recommendations for infrastructure improvements. AECOM will submit to Durham County the output of the sewer hydraulic model and letter report.

Additionally, AECOM will model potential development scenarios and/or sewer allocation requests within the basin as requested by Durham County staff, produce exhibits of modeling results, and meet with staff to review and discuss modeling scenarios and results. This work may be performed on an as-needed basis at a cost not to exceed the encumbered compensation for Task 2.

### **DURHAM COUNTY RESPONSIBILITIES**

- Durham County will provide review of 100% and final design submittals within 10 calendar days, including meeting with AECOM.
- Durham County will provide standard specifications, standard details, and other standards necessary for completion of design. Durham County will provide any updates to standard details and specifications in a timely manner.

### **EXCLUSIONS**

- Topographic and location survey;
- Easement acquisition;
- Sediment and Erosion Control Permitting;
- Bidding Services;
- Construction Observation; and
- Any other work not specifically defined in the Scope of Services.

### **ADDITIONAL SERVICES**

AECOM will provide additional engineering services beyond Services included in this document as required and authorized in writing by Durham County.

### **COMPENSATION**

<b>Amended Task No.</b>	<b>Amended Description</b>	<b>Amended Scope of Services Fee</b>
1	Investigation of Sewer Outfalls at Areas Nos. 1 and 2	\$36,881.00
2	Additional Surveying and Modeling of Stirrup Iron Creek Sewer Interceptors	\$58,089.00
<b>Total</b>		<b>\$94,970.00</b>

AECOM will provide the revised scope of services stated above for no change to the original contract lump sum fee of **\$94,970.00**.

### **DESIGN SCHEDULE**

Task No. 1 – The investigation of the sewer outfalls at Areas Nos. 1 and 2 has been completed.

Task No. 2 – The proposed schedule as described above for the Additional Surveying and Modeling of Stirrup Iron Creek Sewer Interceptors is 90 days. The surveying is expected to start the first week in February 2018.

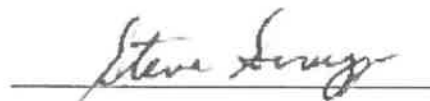
AECOM Technical Services of North Carolina, Inc. appreciates this opportunity to serve Durham County. Please contact Steve Scruggs at (919) 461-1446 or Mary Brice at (919) 461-1385 if you have any questions regarding our proposal.

Sincerely,

AECOM Technical Services of North Carolina, Inc.



Lorraine Veltri  
VP, Water Business Line Leader, Southeast Region



Steve Scruggs, PE  
Project Manager