

**NORTH CAROLINA
DURHAM COUNTY****DESIGN CONSULTANT
CONTRACT AMENDMENT**

THIS CONTRACT AMENDMENT is made and entered into this **22nd day of February, 2019** 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, on April 17, 2018, on August 15, 2018, and on November 29, 2018; and

WHEREAS, the County and Design Consultant desire to amend the Original Agreement a 6th 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, 2020**.
2. The compensation paid to Design Consultant shall be amended to add **Forty thousand and No/100 Dollars (\$40,000.00)** for a new amount not to exceed of **Four hundred forty-one thousand, five hundred and No/100 Dollars (\$441,500.00)**, for refurbishing and improvements to the Triangle WWTP's sodium hypochlorite chemical feed system as part of the plant's on-going resiliency and redundancy project under RFQ 17-012.
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
2019-02-22 10:31:31

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

DocuSigned by:

By Susan Tzai

Susan Tzai, Durham County Chief Financial Officer



BLACK & VEATCH
Building a world of difference.

BLACK & VEATCH INTERNATIONAL CO.
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+1 919-463-3047 | BRINKLEYJW@BV.COM

February 6, 2019

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

**Re: Contract Amendment No. 4
Triangle WWTP Aeration System Improvements
Durham County Reference No. 1700000832**

Dear Mr. Manning:

Pursuant to our conversation, Black & Veatch is respectfully requesting an additional \$40,000.00 to ensure we provide the necessary oversight during construction and commissioning, based on the additional scope that was added during the course of design.

Please confirm this 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 cursive script, appearing to read 'John Brinkley'.

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