

AMENDMENT #2 TO

CONTRACT BETWEEN THE CITY OF DURHAM AND TRIANGLE J COUNCIL OF GOVERNMENTS FOR JORDAN LAKE REGIONAL WATER SUPPLY STUDY, PHASE II

This contract amendment (“Amendment”) is dated and entered into as of the _____ day of _____, 20____, between Triangle J Council of Government (hereinafter referred to as the “Consultant”) and City of Durham (hereinafter referred to as the “City”).

1. Amendment to Existing Agreement.

The City and the Consultant entered into a contract titled “Contract Between the City of Durham and Triangle J Council of Governments for Jordan Lake Regional Water Supply Study, Phase II,” signed by the City Manager on March 23, 2012. That contract is referred to as the “Original Contract.” The Original Contract is hereby amended as specified in the Contract Attachment, Attachment A, Scope of Services.

- a) Under Section 4 – Compensation the total contract price is increased by \$62,830, for a total amended contract price of \$ 158,530.
- b) In Attachment B – Table 2. Complete Project Budget is increased by \$62,830 as follows:

Task	WR Program Manager Hours	WR Planner Hours	Total Labor Hours	Budget
Task 1	365 (610)	420 (904)	785(1,514)	\$54,115 (\$100,745)
Task 2	91	360 (480)	451 (571)	\$26,510 (\$32,630)
Task 3	24 (16)	36 (16)	60 (32)	\$3,985 (\$2,250)
Task 4	16	24	40	\$2,655
Task 5	16	16	32	\$2,250
(Task 6)	(40)	(44)	(84)	(\$5,825)
(Task 7)	(8)	(36)	(44)	(\$2,550)
Project Management	12	12	24	\$1,685
HydroLogics Support				\$4,500 (\$7,940)
Total	524	868	1,392	\$95,700 (\$158,530)

- c) E-Verify Compliance. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section

only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

d) Except as amended, the Contract is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto, being duly authorized have hereunto executed this agreement in the day and year first written above.

CITY OF DURHAM

ATTEST:

Clerk

By: _____
Thomas J. Bonfield
City Manager
City of Durham

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

ATTEST:

Title: _____

By: _____
Kirby M. Bowers
Executive Director
Triangle J Council of Governments

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that she is the _____ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 200_____

Notary Public

My commission expires:

State of _____

County of _____

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public