

**AMENDMENT No. 1
FOR
PHASE 2 – DESIGN AND PERMITTING
TO THE
AGREEMENT FOR TURNAGE HEIGHTS LIFT STATION AND MUD CREEK
OUTFALL PROJECT**

M&C Proposal No. 140037

Amendment No. 1, dated the ____ of _____, 2015 to the AGREEMENT TO TURNAGE HEIGHTS LIFT STATION AND MUD CREEK OUTFALL PROJECT, dated June 26, 2014, between McKim & Creed, Inc., hereinafter referred to as ENGINEER, and the CITY of Durham, hereinafter referred to as CITY, and made a part of the Agreement thereof.

Amendment No. 1 applies Sections A1.02 Preliminary Design Phase, A1.03 Final Design Phase, and A1.04 Bidding or Negotiating Phase of Exhibit A to the original agreement. Section A1.05 Construction Phase and Section A1.06 Post-Construction phases shall not apply to Amendment No. 1 and will be added to the contract by future amendments.

1. BACKGROUND

The City of Durham desires to abandon the existing Turnage Heights Lift Station located at the intersection of Cameron Blvd. (Hwy 751) and Erwin Road. Under the Phase 1 scope of this project, M&C provided for a detailed Preliminary Engineering Report (PER) to review four alternatives for the abandonment and replacement of the existing lift station. The City on July 28, 2015 approved the final PER and accepted the recommendation of Alternative No. 1. The selected alternative provides for the construction of approximately 7,000 LF of 18-inch gravity outfall along Mud Creek to interconnect with the City's existing 18-inch gravity outfall in the vicinity of Ridgewood and Albridge subdivisions.

As part of the PER evaluation, it was determined that the existing Garrett Road Lift Station will need to be upgraded to accept the additional projected flow for the planning period. The evaluation determined that a third pump and motor unit will need to be added to the station. Also, the impellers for the two existing pumps will need to be replaced with larger, 15-inch, impellers in order to meet the projected peak flow demands with two pumps running in parallel. The existing generator unit will need to be evaluated to determine if the size is sufficient to be able to provide backup power with two pump units running. Based on the available shop drawings, there did not appear to be any other upgrades required for the lift station.

2. SCOPE OF SERVICES

See Attachment A

3. DELIVERABLES

See Attachment A

4. CITY'S RESPONSIBILITIES

See Attachment A

5. SCHEDULE

See Attachment A

6. ENGINEER'S COMPENSATION

For the above described SCOPE OF SERVICES, the CITY will compensate the ENGINEER in accordance with the AGREEMENT TO TURNAGE HEIGHTS LIFT STATION AND MUD CREEK OUTFALL PROJECT, Article 4, and as detailed in the Attachment B, attached to this Amendment and made part of this Amendment.

Task	Description	Cost
Phase 2		
A	Preliminary Design Phase	\$208,300 LS
B	Final Design Phase	\$95,100 LS
C	Bidding and Negotiating Phase	\$16,400 LS
C1	Re-bid Phase	\$16,400 LS
D	Additional Services	\$132,000 Hourly
	TOTAL	\$468,200

Notes:

1. LS = Lump sum fee.
2. HRLY = Hourly fee

Attachment A shows that the total cost for the requested services Phase 2, A through D is to be a lump sum and hourly amount of **\$468,200.00**. This price includes anticipated labor and expenses that may be required for the completion of the work under this Task Order.

[Note: Attachment B is a man hour breakdown for each task. The CITY is not holding the consultant to the task-by-task costs. It is being requested in order to assure the CITY that consultant considers and includes all the subtasks needed to fulfill work. Consultant can carry over and shift hours and costs as necessary between tasks when authorized in writing by CITY Staff.]

7. E-Verify Compliance

The following replaces Article 8.02.G. of the original contract.

E-Verify compliance under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect; provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

ACCEPTANCE

By signature, the parties accept the provisions of this Amendment No. 1 to the AGREEMENT TO TURNAGE HEIGHTS LIFT STATION AND MUD CREEK OUTFALL PROJECT, dated June 26, 2014 and authorize the Engineer to proceed at the direction of the CITY's representative.

ATTEST:

CITY OF DURHAM

By: _____

By: _____

Finance Officer:

ATTEST:

: MCKIM & CREED, INC.

Assistant Secretary
Brenda Paquin
(affix corporate seal)

By: _____
Vice President
Bryan F. Blake

Date:

Date:

ACKNOWLEDGEMENT BY CORPORATION

State of North Carolina
County of Lee

I, a notary public in and for the aforesaid county and state, certify that Brenda Paquin personally appeared before me this day and stated that he or she is Assistant Secretary of McKim & Creed, Inc., a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract or agreement with the CITY of Durham was signed in its name by its Vice President, whose name is Bryan F. Blake, sealed with its corporate seal, and attested by him/herself as it said Assistant Secretary. This the _____ day of _____, 20_____.

My commission expires:
September 29, 2020

Notary Public