

NORTH CAROLINA

CHATHAM COUNTY

AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement (this "Amendment") is made and entered into this 16th day of July, 2018, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **GREEN REVIVAL LANDSCAPING** (the "Contractor"). The County and the Contractor are sometimes referred to in this Amendment individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The County and the Contractor entered into the original Agreement dated and made effective the **1ST day of April 2016** (the "Agreement").
- B. The County and the Contractor approved the first amendment to the Agreement regarding service term, the 17th day of July, 2017.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained herein, the Parties agree as follows:

1. **SCOPE OF SERVICE.** The Contractor shall provide to the County the services set forth in the "Scope of Services" attached hereto as "Attachment A", which is incorporated herein and made an integral part of the Agreement.
2. **TIME OF PERFORMANCE.** The Contractor shall commence providing such services on or about the 1st day of July, 2018, and shall complete the provision of such services to the reasonable satisfaction of the County on or before the 30th day of June, 2019.
3. **COMPENSATION and EXPENSES.** As compensation for the services to be provided under this Second Amendment, the County shall pay the Contractor an additional sum of \$108,620.00, which includes Reimbursables, payable within thirty (30) days of completion of each Task set forth on Attachment A.
4. **STATE and FEDERAL REQUIREMENTS; County Terms and Conditions:** By signing this Agreement Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at this link: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request.

Unless otherwise stated on Attachment A the foregoing amount is all inclusive and includes all expenses of every kind and nature, including but not limited to travel, lodging, copying, overhead, outside 'consultants' and other similar and dissimilar expenses and charges.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except as set forth in the first amendment and this second Amendment, the original Agreement dated April 1, 2016 shall remain in full force and effect.

CHATHAM COUNTY, NORTH CAROLINA, a body politic and corporate of the State of North Carolina.

CHATHAM COUNTY

BY: _____
Renee F. Paschal, County Manager

ATTEST:

BY: _____
Lindsay K. Ray, NCCCC
Clerk to the Board

CONTRACTOR

BY: _____
Name, Title

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