

NORTH CAROLINA

CHATHAM COUNTY

FIRST AMENDMENT TO AGREEMENT

DATED AUGUST 17, 2015

This First Amendment to Agreement dated August 17, 2015 (this "Amendment") is dated and made effective this 3rd day of February, 2016, by and between **CHATHAM COUNTY, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and **Atlantic Power Solutions, Inc.** (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 an Agreement dated the 17th day of August 2015 (the "Agreement").
- B. The County has requested that the Agreement be amended to change the SCOPE OF SERVICE (i) to include three (3) additional generators and (ii) to require the prior approval by each department before repairs are made to that department's equipment.
- C. The Contractor has agreed to amend the Agreement as requested by the County.

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

- 1. **SCOPE OF SERVICE.** Appendix 1 attached to the Agreement is replaced by Appendix 1 attached to this Amendment. The three (3) generators listed on Appendix 2 attached to this Amendment are added to generators listed on Appendix 2 attached to the Agreement.
- 2. **COMPENSATION and EXPENSES.** Paragraph 3 of the Agreement, Compensation and Expenses, is amended to replace \$10,455 with \$12,425, to cover the cost of the three (3) generators added.

AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. Except for the changes made by this Amendment the Agreement dated August 17, 2016, shall remain in full force and effect.

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

BY: _____
Renee Paschal, County Manager

ATTEST:

BY: _____
Lindsay K. Ray
Clerk to the Board

ATLANTIC POWER SOLUTION

BY: _____
Walter Petty, Owner

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

Vicki McConnell, Finance Director

Appendix 1

AGREEMENT BETWEEN CHATHAM COUNTY AND ATLANTIC POWER SOLUTIONS, INC.

SCOPE OF WORK

Name of Services to be Performed: Generator Maintenance and Repair Services

Contractor will provide the following services to the County fleet of stand-by generators. Service A performed first followed within six months by Service B.

All repairs must be approved by the department that owns the generator prior to making the repair.

Service A. Removal and Replace engine lubricant

Removal and Replace lube filter or filters
Removal and Replace fuel filter or filters
Removal and Replace air cleaner as required
Test engine coolant
Inspect engine air inlet system
Inspect and test engine coolant system
Inspect and test engine exhaust system
Inspect and test engine fuel control system
Inspect and test engine safety shut downs
Inspect and test engine instrumentation controls
Inspect alternator wiring control/distribution
Inspect alternator bearing for proper lubrication
Run, evaluate, and record unit performance data

Service B. Inspect engine air inlet system
Inspect and test engine coolant system
Inspect and test engine exhaust system
Inspect and test engine fuel control system
Inspect and test engine safety shut downs
Inspect and test engine instrumentation/controls
Inspect alternator wiring control/distribution
Inspect alternator bearing for proper lubrication
Run, evaluate, and record unit performance data

Appendix 2

Additional Generators

1	Baldor	150kw	Diesel	Mt View Church Rd. Pump Station	\$ 610.00
1	Baldor	200kw	Diesel	Walter Bright Rd. Pump Station	\$ 610.00
1	Clarke	450kw	Diesel	Farrington Point Rd. Durham Inter. Pump Station	\$ 750.00