

NORTH CAROLINA

CHATHAM COUNTY

FIRST AMENDMENT TO AGREEMENT

DATED October 17, 2016 (the "Agreement")

This First Amendment to the Agreement (this "Amendment") is made and entered into this 7th day of November, 2016, by and between **COUNTY OF CHATHAM, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina (the "County") and Bakers Waste Equipment, 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 this Agreement dated and made effective the 17th day of October, 2016.
- B. The County has requested that the Agreement be amended to change the SCOPE OF SERVICE to better reflect actual services and costs of services.
- 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.** The Contractor shall provide to the County the services (the "Services") set forth in the "Scope of Work" attached hereto as "Appendix 1", which is incorporated herein and made an integral part of this Amendment.

2. **TIME OF PERFORMANCE.** The Contractor commenced providing such services on or about the 7th day of November, 2016, and shall complete the provision of such services to the reasonable satisfaction of the County on or before the date stated in Appendix 1 unless such of time of performance is extended in writing by the County.

3. **COMPENSATION and EXPENSES.** As compensation for the Services to be provided under this Agreement, the County shall pay the Contractor a total sum not to exceed **\$163,971.70**, which includes reimbursables, payable as set forth in Appendix 1.

Unless otherwise stated on Appendix 1 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 for the amendments set forth above to provide additional services and costs, the original Agreement dated October 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 F. Paschal, County Manager

ATTEST:

BY: _____
Lindsay K. Ray
Clerk to the Board

CONTRACTOR NAME

BY:  _____
Ron Clark, National Sales Manager
Bakers Waste Equipment, Inc.

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

Scope of Work

In addition to the Scope of Work provided in the Agreement dated October 17, 2016, Contractor will provide (4) S-300 "shorty's" instead of (4) S-300 units.

TOTAL COST: \$163,971.70. The original agreement is \$ 162,371.70. The S-300 "shorty's" are an additional \$400 each for a total increase of \$1,600.

COMPLETION DATE: January 31, 2017