

**Communications Support for the UNRBA  
AMENDMENT #2 OF THE AGREEMENT FOR CONSULTING SERVICES**

The AGREEMENT FOR CONSULTING SERVICES (the “Agreement”) entered into on March 21, 2018 and amended on June 27, 2018, by and between the **Upper Neuse River Basin Association d/b/a Falls Lake Watershed Association**, a North Carolina nonprofit corporation (hereinafter referred to as “UNRBA”) and **HDR Engineering, Inc. of the Carolinas**, with an office at 555 Fayetteville Street, Suite 900, Raleigh, NC 27601-3034, (hereinafter referred to as the “Contractor”) is amended pursuant to Paragraph 25 of the Agreement as follows (this amendment shall be referred to herein as Amendment #2):

NOTE: The following paragraphs and Exhibit C fully replaces the corresponding paragraphs and Exhibit C in the Agreement and Amendment #1. The remaining paragraphs of the Agreement remain in full force and effect. The Agreement is modified as presented below.

1. **THE WORK.** UNRBA hereby contracts with Contractor to do the work described in the revised Scope of Work which is attached as Exhibit C (the “Work”).
  
3. **PAYMENT.** UNRBA shall pay the Contractor the not to exceed amount of \$40,000 for completion of all Work based upon payments to Contractor at Contractor’s hourly rates as specified in its Rate Schedule provided in Exhibit D of the Agreement and payments to the Contractor for its costs and budgeted reimbursable expenses. Additional Tasks or sub-Tasks may be added to the Work by mutual written agreement of the parties.

Contractor shall bill UNRBA on a monthly cycle for all Work completed pursuant to this Amendment #2 during the previous fiscal month. Contractor’s invoiced amounts shall be payable within 30 days of receipt of an invoice from Contractor requesting payment (unless any amount is in dispute). All invoices shall specify the amount billed to each Task (or optional sub-Task) and shall be accompanied by a project status report as described in the Scope. If any amount owed under the terms hereof is disputed, UNRBA shall pay Contractor the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to Contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.

This Amendment #2 represents work to assist the UNRBA’s Communications efforts which supports the successful development of the UNRBA’s reexamination of the Falls Lake Nutrient Management Strategy. The Work required by Amendment #2 shall be completed by December 31, 2019. A new agreement or an amendment to Amendment #2 will be required for work not described or covered by this Agreement. Upon written request from Contractor and upon Contractor’s demonstration of good cause, the Executive Director may extend the Amendment #2 completion date by not more than 3 months without ratification by UNRBA’s Board of Directors. Any additional extensions of the Amendment #2 completion date will require the approval of UNRBA’s Board of Directors. If additional tasks are added to the Work (“Additional

Work”) and require additional time for completion, then Additional Work shall be billed at the rates set out in the Rate Schedule provided in Exhibit D of the Agreement, but only after receiving prior written authorization from the UNRBA to proceed. The parties may mutually agree in writing to a revised Schedule of Standard Rates. If the parties do not reach mutual agreement regarding revised rates, then the Rate Schedule in Exhibit D to this Agreement shall remain in effect.

8. NOTICE. Any notice or other communication required or permitted under the Agreement shall be provided in writing with a copy sent electronically via e-mail, and shall be deemed given on the earliest in time of the following delivery dates: (a) the date it is delivered by hand to the parties listed below; (b) the date one day following the date delivered via electronic mail, (c) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (d) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service:

UPPER NEUSE RIVER BASIN ASSOCIATION

Attn: Forrest R. Westall, Executive Director

P.O. Box 270

Butner, NC 27509

Phone: 919-339-3679

E-mail: forrest.westall@unrba.org and

forrest.westall@mcgillengineers.com

CONTRACTOR:

HDR Engineering Inc. of the Carolinas

555 Fayetteville Street, Suite 900 Raleigh, NC 27601-3034

Attn: Amy Shahar

Title: Senior Strategic Communications Coordinator and Project Manager

Phone: 919-480-5739

E-mail: Amy.Shahar@hdrinc.com

By signing below the parties hereto certify that they have read the entire contents of this Amendment #2; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing Amendment #2; fully understand the provisions set forth in Amendment #2 and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of Amendment #2.

IN WITNESS WHEREOF, the parties have entered into Amendment #2 on \_\_\_\_\_, 2019.

UPPER NEUSE RIVER BASIN ASSOCIATION

By: \_\_\_\_\_

Sig Hutchinson, Chair

HDR Engineering, Inc. of the Carolinas

By: \_\_\_\_\_  
Kevin Mosteller, Area Manager for HDR for HDR  
Engineering, Inc. of the Carolinas/Senior Vice-President

*[The following officers may sign for HDR.: chairperson; president; chief executive officer; vice-president; senior associate; treasurer; or chief financial officer.]*

**EXHIBIT C**

**CONTRACTOR'S SCOPE OF WORK**