

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENVIRONMENTAL, SAFETY AND HEALTH COMPLIANCE SERVICES**

**CONTRACT AMENDMENT II**

THE CONTRACT, by and between the Board of Trustees of Blue Ridge Community College, Flat Rock, North Carolina, hereinafter referred to as "Contractor," and the North Carolina State Board of Community Colleges, hereinafter referred to as "State Board of Community Colleges," entered into on August 19, 2002, is hereby amended effective July 1, 2004 as follows:

WHEREAS, the Contractor has performed satisfactorily during the 2002-2003 contract period, and the 2003-2004 contract period; and

WHEREAS, the State Board of Community Colleges wishes to exercise its option to renew the contract for the second, and final, one year period;

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

The Contractor hereby agrees to perform in a manner satisfactory to the State Board, those tasks set forth in the original "Scope of Work."

The activities of the contractor shall be conducted during the period beginning on the 1<sup>st</sup> day of July 2004, through the 30<sup>th</sup> day of June 2005.

Total payment under this Contract shall not exceed \$595,800 including expenses. The \$187,000 funding authorized in the original Agreement for the period August 19, 2002 – June 30, 2003; the \$208,800 (including \$20,000 for the acquisition of an ambient air analyzer) authorized by the first amendment for the period July 1, 2003 – June 30, 2004; and the \$200,000 authorized by this amendment for the period July 1, 2004 – June 30, 2005 shall each be accounted for separately.

Payment provisions set forth in the original Contract do not apply to work during this third year of the project. For work during the period July 1, 2004 – June 30, 2005, the Contractor will be paid monthly **upon submission of an invoice**. Included with each invoice shall be a list of colleges visited and a brief description of services performed. The total amount of this contract is not to exceed \$200,000. For the period July 2004, through May 2005, the monthly payment shall be \$16,667. The final invoice, not to exceed \$16,663, must be received no later than June 20, 2005.

All other provisions of the Contract dated August 19, 2002, not changed by this amendment, shall remain in force.

IN WITNESS THEREOF, the parties have executed this amendment in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

**FOR THE NORTH CAROLINA STATE BOARD OF COMMUNITY COLLEGES**

BY: \_\_\_\_\_  
James J. Woody Jr., Chairman

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
H. Martin Lancaster  
System President

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
Kennon D. Briggs, Vice President  
Business & Finance

WITNESS: \_\_\_\_\_

**FOR BLUE RIDGE COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
Joe D. Spearman, Sr., Chair  
Board of Trustees

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
David W. Sink Jr.  
President

WITNESS: \_\_\_\_\_

APPROVED AS TO FORM

David Sullivan, Assistant to the President for Legal Affairs

BY: \_\_\_\_\_