

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this the **16th day of October, 2018**, by and between, the **COUNTY OF DURHAM** (hereinafter referred to as "**County**") and **XYLEM DEWATERING SOLUTIONS, INC. dba GODWIN PUMPS OF AMERCIA**, (hereinafter referred to as "**Contractor**").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated March 20, 2018, for the rental provision of pumps and associated piping equipment when needed and County-owned Godwin Pumps PM services, Funds Reservation 18-940, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor renewed the Original Agreement on July 1, 2018, Funds Reservation 19-312; and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is remains through **June 30, 2019**.
2. The compensation paid to Contractor shall be amended to add **One hundred twenty-three thousand five hundred and No/100 Dollars (\$123,500.00)** for a new amount not to exceed of **One hundred fifty-three thousand five hundred and No/100 Dollars (\$153,500.00)**.
3. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification**.
4. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
5. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**XYLEM DEWATERING SOLUTIONS, INC.
dba GODWIN PUMPS OF AMERCIA**

DocuSigned by:

By Jarrod Williamson
Jarrod Williamson, SE Region Sales Manager

DURHAM COUNTY

DocuSigned by:

By Wendell M Davis
Wendell Davis, County Manager

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

DocuSigned by:

By Susan Tejai
Susan Tejai, Durham County Chief Financial Officer