

**GUILFORD COUNTY CONTRACT NO. 111156-07/14-066, AMENDMENT NO. 2  
OMNICO, INC. (PROVIDER)**

STATE OF NORTH CAROLINA  
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into, and effective as of this 1<sup>st</sup> day of July, 2016, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and **OMNICO, INC.**, a corporation with a place of business in Cary, North Carolina hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H :

WHEREAS, the Parties entered into a CONTRACT on July 1, 2014, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY:

**Janitorial Services at the Greensboro Courthouse located at 201 South Eugene Street, Greensboro, North Carolina.**

WHEREAS, the initial Contract may be revised or amended with a written Contract Amendment executed by both Parties; and,

WHEREAS, the Parties now wish to amend the terms of the Contract by extending the Contract period from July 1, 2016, through June 30, 2017.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Amendment, the following changes are hereby made to the initial Contract as follows:

- 1. Contract Term.** The effective period of this Contract for **Janitorial Services at the Greensboro Courthouse** is hereby extended from July 1, 2016, through June 30, 2017, under the same terms and conditions as set forth in the initial Contract, as amended. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.
- 2. Goods and/or Services and Changes.** The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract Amendment executed by the Parties.
- 3. Pricing.** As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract Amendment, as applicable.
- 4. Payment.** The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$200,640.00.

Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**5. Appropriation.** This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**6. Termination.** As stated in the initial Contract, either Party may terminate this Contract for any reason and without penalty, upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which

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goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

**7. Jurisdiction.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

IN WITNESS WHEREOF, the COUNTY and PROVIDER have set their hands and seals, all pursuant to authority duly granted as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

\_\_\_\_\_  
Marty K. Lawing, Guilford County Manager

\_\_\_\_\_  
Guilford County Clerk to Board

(COUNTY SEAL)

**OMNICO, INC.**

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Corporate Secretary

Printed Name:\_\_\_\_\_

(CORPORATE SEAL)

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

\_\_\_\_\_  
Guilford County Finance Director