

**SECOND AMENDMENT TO CONTRACT
FOR
FLEET MAINTENANCE & MANAGEMENT SERVICES
AND CENTRAL WAREHOUSE**

This Amendment to Contract ("Amendment") is entered into on this ____ day of _____, 2019 by and between the City of Fort Lauderdale (hereinafter "City") and **First Vehicle Services, Inc., a Delaware corporation authorized to transact business in the State of Florida** (hereinafter "Contractor"), individually referred to herein as "Party" and jointly referred to as "Parties" for the purpose of amending the **CONTRACT FOR FLEET MAINTENANCE & MANAGEMENT SERVICES AND CENTRAL WAREHOUSE, RFP No. 555-11442** (hereinafter "Contract"), dated **April 21, 2015**.

WHEREAS, a contract for fleet maintenance & management services and central warehouse was awarded in the amount of \$16,675,000; and

WHEREAS, due to a significant increase in the overall fleet size effective September 1, 2016, the City estimated that additional services of the Contract would be required in the annual amount of \$188,838; and

WHEREAS, by virtue of authorized Consumer Price Index cost adjustments and the City's Procurement Services Division's administrative approval of contract increase within 10% of contract value and 18-week contract extension, the current contract value is now \$33,272,199.30; and

WHEREAS, an additional contract increase in the amount of \$2,000,000 is required for Contractor to provide services for the remainder of the contract term ending September 30, 2020; and

WHEREAS, the Parties desire to annually compare the fleet composition to the previous calendar year rather than the fleet composition at the time the RFP was issued; and

WHEREAS, the Parties desire to amend the Contract by this writing to reflect the amended or additional terms and conditions to which the Parties have mutually agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth herein, the Parties agree as follows:

1. The Contract is hereby amended to increase the contract amount by \$2,000,000.
2. The Contract is hereby amended to annually compare the fleet composition to the previous calendar year rather than the fleet composition at the time the RFP was issued.
3. In the event of an explicit conflict between this Second Amendment to Contract, the terms and conditions of this Second Amendment shall take precedence in the interpretation of the explicit matter in question.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

(CORPORATE SEAL)

Approved as to form:

Assistant City Attorney

ATTEST:

FIRST VEHICLE SERVICES, INC.

Michael L. Petrucci, Secretary

Bradley Thomas, President

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by **Bradley Thomas as President of First Vehicle Services, Inc., a Delaware corporation authorized to transact business in the State of Florida.**

He is ____ personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed, Printed
Or Stamped

My Commission Expires:

Commission Number