

**AMENDMENT NUMBER ONE (1)
TO AGREEMENT**

BETWEEN CITY OF ORLANDO AND SOUTH FLORIDA EMERGENCY VEHICLES

THIS AMENDMENT (“Amendment”) is made and entered into this _____ day of _____ 2020 (“Effective Date”), by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and South Florida Emergency Vehicles, LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an agreement on January 25, 2019 ("Agreement"), whereby the latter, as the exclusive dealer for Sutphen Corporation (“Sutphen”) in Central Florida, would sell parts for Sutphen vehicles and related apparatus to the City; and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement to allow Contractor to provide repair services for Sutphen vehicles and related apparatus to the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. SCOPE OF WORK

From and after the Effective Date of this Amendment, Contractor shall provide non-warranty repair and maintenance services for Sutphen vehicles and related apparatus to the City as set forth below in this Amendment. Unless otherwise expressly provided herein, the Contractor shall be responsible for providing all labor, parts, materials, equipment, supplies and transportation necessary for the performance of the repair and other services set forth herein. Such services shall be provided only when and as requested by the City and the City does not guarantee a minimum amount of work. The services provided pursuant to this Amendment and the Agreement shall be provided on a non-exclusive basis and nothing herein shall prevent the City from self performing any work or having work performed by third parties in the City’s discretion.

II. COMPENSATION

For all work performed pursuant to this Amendment, Contractor shall be compensated as follows:

- A. The standard service hourly labor rate shall be \$115 per hour for all positions. This rate, and the after-hour and holiday rates set forth below, shall apply regardless if the service is conducted at South Florida Emergency Vehicle shops or at the City’s locations.
- B. The after-hours emergency hourly labor rate shall be \$165 per hour for all positions. After hours shall be defined as after 5:00 p.m. and before 8:00 a.m. hours weekdays and anytime Saturday or Sunday, excluding holidays.

- C. The holiday hourly labor rate shall be \$215 per hour for all positions. For purposes of this Amendment and the Agreement, the parties agree that holidays are: New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.
- D. All technician travel time to and from the City for call out service or shop service will be charged at \$85 per hour from point of origin to the location requested by the City. No other charges, including but not limited to mileage fees, fuel charges, or service call fees will be applied.
- E. Vehicle pickup from the City and return upon completion of service from Contractor’s facilities in Ft Myers shall be available from Contractor at the request of the City. A flat fee of \$400 each way will be charged by Contractor for such service, plus fuel costs invoiced at actual costs incurred by Contractor for transporting the City apparatus.
- F. Parts utilized in providing repair and other services pursuant to this Amendment shall be priced and invoiced in accordance with the pricing set forth in the Agreement. Any consumables, parts, or other items not covered by the pricing in the Agreement shall be quoted on the written estimate submitted approval by the City.

III. SERVICE REQUEST AND APPROVAL PROCESS

- A. If the City desires Contractor to provide any non-warranty vehicle repair work or other services, the City shall notify Contractor of the request and provide Contractor with the following information as applicable to the request:
 - (i) the HS number or the unit number of the apparatus requiring servicing,
 - (ii) the Vehicle Identification Number,
 - (iii) the mileage of the vehicle,
 - (iv) the chassis number,
 - (v) the model number,
 - (vi) a description of failure(s) and/or other issue(s) for which service is being requested, and
 - (vii) such other information as Contractor may reasonably request.
- B. Based upon the information provided by the City, Contractor shall either:
 - (i) Prepare a written estimate of the repair work required and submit such estimate to the City for its review and approval;
 - (ii) With the approval of the City’s Fleet and Facilities Division Manager, or his designee(s) (each individually a “Fleet Manager”), dispatch a technician to the location of the vehicle

to inspect the vehicle and prepare a written estimate of the repair required and submit such estimate to the City for its review and approval. Contractor shall endeavor to dispatch a technician within one (1) business days of notification of a repair request from the City; or

- (iii) With the approval of a City Fleet Manager, arrange for and transport the vehicle to Contractor's facility, after which Contractor shall prepare a written estimate of the repair required and submit such estimate to the City for its review and approval.
- C. Written estimates received by the City from Contractor shall be reviewed by a City Fleet Manager. A City Fleet Manager may approve or decline to proceed with the work set forth in an estimate in his or her sole discretion. Contractor must have written approval of an estimate from a City Fleet Manager, before performing any repair work or other service. If a City Fleet Manager declines to approve a written estimate and a substitute estimate is not agreed upon by the parties, Contractor shall invoice the City for any time and charges incurred to prepare the estimate and, if applicable, transport the vehicle back to such location as designated by the City at the City's expense at the rates set forth in this Amendment for such time and transport.
- D. Upon receipt of the City's written approval of an estimate, the Contractor shall start the work within one (1) business and work diligently to complete the repairs, subject to the reasonable availability of necessary parts and equipment.
- E. At any time while a City vehicle or other piece of equipment is in the possession of Contractor, the City reserves the right to have the vehicle or equipment returned to the Fleet Management Division or to another location designated by the City at the request of a City Fleet Manager. Upon such notice of return from the City, Contractor shall promptly arrange for return of the vehicle or equipment, and invoice the City for work performed prior to the request for return, if any. Such return shall be at the City's cost and expense at the rates and fees set forth in this Amendment and the Agreement.
- F. Except as may be directed otherwise by a Fleet Manager, the Contractor shall pick up and deliver repaired vehicles to the City's Fleet Management Division facility located at 1010 S. Westmoreland Drive, Orlando, Florida.

IV. ADDITIONAL WORK

- A. The Contractor shall not perform, or bill the City for, any additional work not listed on the original approved written estimate without receiving a City Fleet Manager's prior written approval. If the Contractor believes that additional work is required or recommended that was not listed on the original written estimate, the Contractor shall submit to the City a supplemental

written estimate referencing the original approved written estimate, detailing the need for additional work, and clearly itemizing the additional price to perform the additional work. Such supplemental estimate shall be subject to the same approval process as initial estimates of work requested by the City.

B. Additional work approved by the City shall be invoiced on a single, final invoice (along with the original approved work), as a separate item identified as approved additional work.

V. QUALIFICATIONS

A. All work shall be performed by Emergency Vehicle Technician (E.V.T.) certified technicians or those with equivalent qualifications. The City reserves the right to approve what is an equivalent qualification at its sole discretion.

B. Contractor shall provide a copy of their Motor Vehicle Repair Registration Certificate and Occupational License (as applicable) upon the City’s request.

C. The Contractor’s facility shall have adequate provisions for the secured storage of City vehicles when in the possession of the Contractor. Adequate provisions shall include at a minimum: secured fencing with a locked gate during non-business hours, security lighting, and alarms, guards or remote monitoring. The City reserves the right to inspect storage provisions at any time during the Agreement.

D. From and after the Effective Date of this Amendment, Section VI. F. 2. of the Agreement entitled “Insurance” is amended to add the following type of insurance coverage to be maintained by Contractor during the term of the Agreement, as new sub-section f.(iv) as set forth below:

f. Types of Coverage to be Provided.

(iv) Garage Keeper’s Liability. Contractor shall keep and maintain Garage Keeper’s Liability insurance in an amount not less than: \$2,000,000 combined single limit per occurrence for bodily injury and property damage endorsed to include:

- i. Automobile Service Operations; and
- ii. Garage keepers legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief.

VI. MATERIAL REQUIREMENTS

A. Unless otherwise approved in writing by a City Fleet Manager (including but not limited to as part of a written estimate), all parts and materials used for the repair and servicing of City

vehicles shall be new. The Contractor shall utilize new, original manufacturer’s components (OEM) or City approved equals.

- B. Aftermarket, rebuilt, remanufactured or exchange parts, may be acceptable with the written approval of a City Fleet Manager.
- C. At the request of the City, the Contractor shall furnish complete current manufacturer's price list and any parts catalog(s) related to services estimated or performed for the City.
- D. An adequate local stock parts and adequate facilities must be maintained at Contractor's place of business to assure the City of prompt service. The City reserves the right to inspect the Contractor's inventory of parts and facilities.

VII. WARRANTIES

- A. The Contractor warrants that all work shall be performed in a good and workmanlike manner in accordance with the industry standards and be of the highest quality. The Contractor shall be responsible for faulty labor and workmanship and shall promptly correct or repair the improper work without cost to the City. Payments in full or otherwise, do not constitute a waiver of this obligation.
- B. The warranty for new equipment and parts provided during repair or other service work found to be defective shall be the manufacturer’s warranty for such item.
- C. The warranty for used, remanufactured, rebuilt or exchange parts shall be _____.

VIII. NOTICES.

Communications between the parties regarding estimates and work to be performed, approvals to perform work, parts orders and approvals, transportation of vehicles, and expected completion dates may be made by e-mail between City Fleet Manager(s) and Contractor at email addresses provided by the parties for such purposes upon the Effective Date of this Amendment. All other communications between the parties related to the Agreement shall in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties’ addresses for the delivery of all such notices are as follows:

City:	Attn: David Billingsley, CPSM, C.P.M. Chief Procurement Officer City of Orlando 400 South Orange Avenue, Fourth Floor Orlando, FL 32801 Fax: (407) 246-2869 Phone: (407) 246-2291
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Contractor: Attn: _____
South Florida Emergency Vehicles, LLC.

Facsimile: (____) ____ - _____
Phone: (____) ____ - _____

Such notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. Orlando local time, or, if not, the first City business day after the transmission. The City’s Chief Procurement Officer, or his written designee, shall have the authority to act on behalf of the City in all matters related to the Agreement (as may be amended from time to time), including but not limited to, the sending and receiving of any notices required hereunder and all actions related to default and termination of the Agreement. The City’s Chief Procurement Officer’s, or his written designee(s)’, authority to act on behalf of the City in matters related to the Agreement (as may be amended from time to time) is independent of and in addition to any specific limited authority granted to any other City employee, agent, or official in this Amendment or in the Agreement.

IX. OTHER PROVISIONS; SCRUTINIZED COMPANIES LISTS.

Contractor certifies that it and those related entities of Contractor as defined in Section 215.473 of the Florida Statutes are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, Contractor certifies that it and those related entities of Contractor as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations

in Cuba or Syria. In the event that the Agreement is renewed or extended for any reason, Contractor by executing the extension or renewal shall be deemed to have recertified that the above certifications are true and correct as of the date of renewal or extension.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

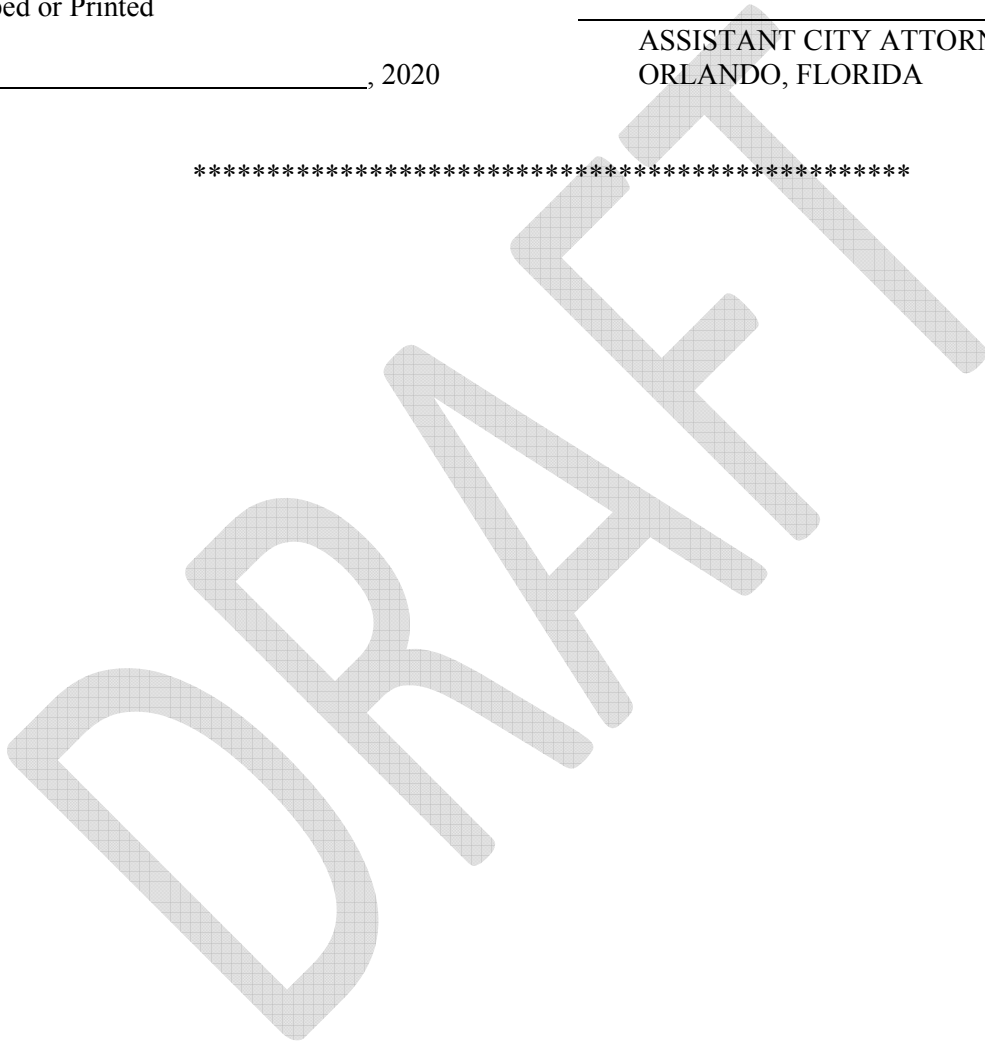
By: _____
Chief Procurement Officer

Date: _____, 2020

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2020

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA



CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Date

STATE OF FLORIDA }

COUNTY OF }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for _____ (name of entity/party on behalf of whom instrument was executed).

Signature of Notary Public – State of Florida

Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known; or

___ Produced Identification, Type of Identification Produced _____