

**AMENDMENT TO AGREEMENT FOR MUNICIPAL CONSTRUCTION AND UTILITY
EQUIPMENT, ACCESSORIES, PARTS, AND SERVICE
Agreement No. 5068**

THIS AMENDMENT is made this 7 day of September, 2022, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **INGRAM EQUIPMENT COMPANY, LLC**, an Alabama limited liability company (the "Vendor"), collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into Agreement No. 5068 ("Contract") dated April 1, 2021, for the purchase of municipal construction and utility, accessories, parts, and service under RFP No. 130-20-KM;

WHEREAS, in accordance with Section 3.2 - Scope of Work of RFP No. 130-20-KM, the City requests placement of manufacturer-trained Vendor Technicians ("Vendor Technicians") on-site at the City's Fleet Management Facility located at 400 Dupree Street, Tallahassee, Florida 32304; and

WHEREAS, the Parties desire to amend the Contract by adding specific language related to warranty and insurance for the placement of on-site Vendor Technicians and equipment trade in offers.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 6., Warranty, of the Contract is hereby amended to add the following:
 - A. The Vendor and the City agree to place Vendor Technicians at the Fleet Management facilities to perform all warranty and non-warranty (non-warranty covered on a "as-needed" basis) mechanical related issues as approved by the City's Fleet Management Director and as required by the City.
 - B. The Vendor Technicians shall facilitate and expediate both warranty-related work and general repairs as directed by the Fleet Service Manager. The City shall not be obligated to pay the Vendor for any warranty-related repairs or replacements; however, the Vendor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed by the Vendor. Non-warranty repairs performed by the Vendor will be billed to the City at a labor rate agreed upon by the City and the Vendor.

2. Section 24., Insurance Coverage, of the Contract is hereby amended to add the following:

K. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

L. Garage Keepers Coverage. A minimum of \$ 500,000.00 per accident.

3. Section 30., Miscellaneous, is hereby added to include the following:

The Vendor agrees to offer the City an opportunity to trade-in certain equipment that has been originally purchased from the Vendor. Upon approval from the Fleet Management Director, the terms and conditions related to the trade-in will be addressed on a case-by-case basis and as best fits the needs of the City.

4. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

The Parties are executing this Amendment by their duly authorized representatives as of the date set forth in the introductory clause.

IN WITNESS WHEREOF, the City and Vendor have caused this Amendment to be executed.

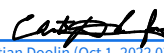
INGRAM EQUIPMENT COMPANY, LLC

By: Keith P. Johnson
Keith P. Johnson (Sep 13, 2022 09:14 CDT)

Name: Keith P. Johnson

Title: General Manager

CITY OF TALLAHASSEE

By: 
Christian Doolin (Oct 1, 2022 07:58 EDT)

Reese Goad, City Manager

AO

Attest:



By: _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By: Cassandra K. Jackson

Cassandra K. Jackson, City Attorney

