

(ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Purchase Requisition Number: CR031151
Contract Number: C026593
Vendor Number: V026692

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT MODIFICATION**

On August 1, 2017 the Milwaukee Board of School Directors ("MPS" or "Board") and Airoidi Brothers, Inc. ("Contractor") entered into Professional Services Contract number C026593 ("Contract") with a term of September 1, 2017 through August 31, 2018.

In accordance with ¶ 19 of the Contract, the parties modify those terms and conditions identified below.

MODIFIED TERMS:

1. Paragraph 1 is modified to include the following provision: "Schedule A is attached hereto and incorporated by reference. The Vehicle Identification Number for each of the five (5) Isuzu NQR trucks as listed as follows: JALE5W162J7900807, JALE5W166J7900812, JALE5W165J7900817 JALE5W164J7900839, JALE5W161J7900880."
2. Paragraph 7 of the Contract is deleted in its entirety and replaced with the following: "MPS is self-insured for general liability. MPS carries both automobile insurance and excess automobile insurance and will provide to Contractor a Certificate of Insurance prior to the effective date of this Contract as proof of such insurance. MPS will: name Airoidi Brothers, Inc. as additional insured on its automobile insurance policies; add any vehicles leased under this Contract to its comprehensive automobile insurance; and include Contractor as loss payee with respect to the leased vehicles."

CONTRACTOR

By: [Signature]

Date: 9-20-17

Airoidi Brothers, Inc.
6930 South 6th Street
Oak Creek, WI 53154
414-856-8508

Tax ID: [Redacted]

Budget code(s): LNC-0-0-LNH-NU-ESDF

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]

*Aaron A. Konkol, Director
Procurement & Risk Management*

Date: 9/21/2017

By: NOT REQUIRED

*Darienne B. Driver, Ed.D.
Superintendent of Schools*

Date: _____

By: NOT REQUIRED

*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

SCHEDULE A

TRUCK LEASE AGREEMENT BETWEEN:

AIROLDI BROTHERS, INC. AND MILWAUKEE BOARD OF SCHOOL DIRECTORS(MPS) Location: MILWAUKEE, WI

Schedule No. 1A

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VEHICLE DESCRIPTION

Vehicle No. 1	Date in Service 2	Terms in Months 3	Make & Year 4	Model & Type 5	Serial No. 6	MFG. RECM. MAX GVW AND/OR GCW 7	Weekly Fixed Charge (In arrears) 8	Mileage Rate Per Mile 9
		*60 MONS	ISUZU,2018	NQR refrigerated w/2000 lb lift gate		17,950	373.90	0.065
		*60 MONS	ISUZU,2018	NQR refrigerated w/2000 lb lift gate		17,950	373.90	0.065
		*60 MONS	ISUZU,2018	NQR refrigerated w/2000 lb lift gate		17,950	373.90	0.065
		*60 MONS	ISUZU,2018	NQR refrigerated w/2000 lb lift gate		17,950	373.90	0.065
		*60 MONS	ISUZU,2018	NQR refrigerated w/2000 lb lift gate		17,950	373.90	0.065

Customer shall provide all the necessary insurance as set for the in paragraph ⁷ eight of the truck lease agreement. Professional Services Contract.

The amount of the license is \$283.00 for each unit which is included in the rate.

The customer is responsible for the removal of the decals at the end of the lease.

Electronic Delivery of Documents. The parties agree that any signed document transmitted by facsimile transmission or email shall be treated in all matter and respects as an original document and the signature of any party upon a document transmitted by fax or by mail shall be considered an original signature. Any document transmitted by fax or by email shall have the binding legal effect of an original document.

THE SPECIFIC VEHICLE NUMBER, SERIAL NUMBER, AND IN-SERVICE DATE FOR EACH SCHEDULE LISTED ABOVE WILL BE PROVIDED SEPARATELY TO CUSTOMER BY AIROLDI BROTHERS, INC. AFTER ALL VEHICLES ON EACH SCHEDULE A ARE PLACED IN CUSTOMER'S SERVICE.

Customer agrees to pay for initial fueling upon in-service. Customer may return the vehicle(s) empty at end of term.

The parties hereto recognize that the rates quoted herein are based on current cost and labor conditions, and agree that for each rise of one percent (1%), or portion thereof in the Consumer Price Index for All Urban Consumers for the United States (using a 1982-84 base period), published by the United States Bureau of Labor Statistics, or any successor index designated by Lessor, above the index figure applicable to each vehicle covered by this Agreement, the mileage charges per mile, hourly charges per hour and fixed lease charges for such vehicle shall be adjusted upward by one percent (1%) or portion thereof. Such adjustment shall be effective on January 1 and July 1 based upon the latest published index available prior to the calculation of the adjustment.

Customer: MILWAUKEE BOARD OF SCHOOL DIRECTORS(MPS)

By: A. A. G. Aaron A. Konkol
 Title: Director Procurement & Risk Management

Lessor: Airoldi Brothers, Inc.

By: [Signature]
 Title: [Signature]