

AMENDMENT TO PURCHASE CONTRACT BETWEEN GILLIG LLC AND THE CITY OF DURHAM, IN ORDER TO INSTALL BULL CITY WRAP ON FIVE BUSES

This contract amendment ("Amendment") is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, between GILLIG LLC ("Seller") and City of Durham ("City").

The City and the Seller entered into a contract titled "Purchase Contract" made and entered into 20 December 2010, for the sale to the City of five hybrid buses. That contract is referred to as the "Original Contract." The Seller acknowledges receipt of payment for all amounts due under the Original Contract.

The Original Contract is hereby amended as follows:

The following is added as section 3 and section 4:

3 (a) Installation of Full Bus Custom "Bull City" Wrap on both sides (with extensions) of five buses, front & rear and removal of vinyl, with 5 year warranty. Gillig represents and warrants that the substrate was prepared and the graphics were fabricated and installed in accordance with 3M's directions and recommendations as set forth in the applicable substrate preparation, product and instruction bulletins. A Pre-Installation and Inspection Report (in Bulletin 5.36) was completed prior to graphic installation and will be provided to the City of Durham upon request. This product is warranted for 5 years, including labor up to three times the material value, with film color specification being 3M Scotchcal, ElectrolCut, and Graphic Film Series 7725; Film Color, 114,120,131, as noted in the warranty information sheet.

(b) Fully installed DR600 System on 5 buses including Automatic Passenger Counters, Installed Rear Settee for 5 buses, Boom Microphone for 5 buses and Installed fuel gauge to Dash on 5 buses.

Additional Total Charge for the above items per bus	<b>\$15,054</b>
Total Charge for all items on all 5 buses	<b>\$75,270</b>

4. Section 2 of the Original Contract is changed to read as follows:

The sum to be paid under this contract for the goods referred to in section 1 is \$2,920,495.00. The additional sum to be paid under section 3 is set forth in section 3.

GILLIG LLC

By: \_\_\_\_\_ (SEAL)

Joseph Policarpio  
Vice President Sales and Marketing

State of \_\_\_\_\_

ACKNOWLEDGMENT BY

LIMITED LIABILITY COMPANY

County of \_\_\_\_\_

I, a notary public in and for said county and state, certify that Joseph Policarpio personally (1) appeared before me this day, (2) stated that he is Vice President, Sales and Marketing of GILLIG LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, and that he was authorized to sign the foregoing contract by a member of said company, (3) acknowledged that the foregoing contract with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution, under seal, of the contract on behalf of the company. This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

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

\_\_\_\_\_

\_\_\_\_\_

City's Financial Officer

Date