

AMENDMENT NO. 1  
LINKING AGREEMENT  
(Maricopa County Contract No. 15021-C, Contract No. C-10259)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this 28 day of September, 2016, made to be effective as of the 1<sup>st</sup> day of August, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cummins Rocky Mountain, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Cummins Rocky Mountain, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10259, dated September 8, 2015 ("Agreement"); and
- B. The original Maricopa County Contract No. 15021-C, had an initial one-year term effective August 1, 2015 through July 31, 2016 with the option to extend up to a maximum of four (4) additional years; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a four-year period from August 1, 2016 through July 31, 2020, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$500,000 over the entire term of the agreement.
5. **Insurance Certificate.** Current certificate will expire on December 1, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

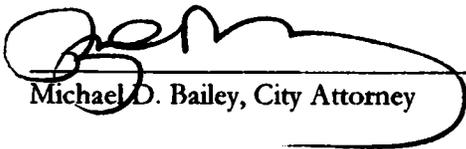


Kevin R. Phelps, City Manager

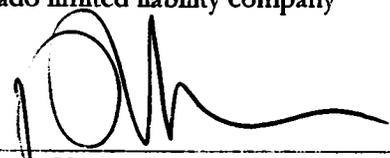
ATTEST:

  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

Cummins Rocky Mountain, LLC,  
a Colorado limited liability company



By: Doug Varner  
Its: General Manager

SERIAL 15021 C

**HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,  
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND  
ACCESSORIES**

DATE OF LAST REVISION: July 28, 2016

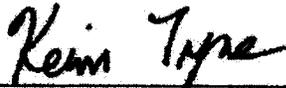
CONTRACT END DATE: July 31, 2020

**CONTRACT PERIOD THROUGH JULY, 31, 2016 2020**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION AND AGRICULTURAL,  
INDUSTRIAL FLEET AND EQUIPMENT PARTS, SERVICE AND ACCESSORIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on July 22, 2015 (Effective 08/01/15).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



**Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services**

NP/at  
Attach

Copy to: Office of Procurement Services  
Gidget Vigil, Equipment Services

(Please remove Serial 10018-C from your contract notebooks)

**CUMMINS ROCKY MOUNTAIN, LLC, 651 N 101ST AVE., AVONDALE AZ 85323**

COMPANY NAME: Cummins Rocky Mountain  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: 651 N 101st Ave., Avondale AZ 85323  
 REMIT TO ADDRESS: PO Box 912138, Denver CO 80291-2138  
 TELEPHONE NUMBER: 623-474-2600  
 FACSIMILE NUMBER: 623-474-2730  
 WEB SITE: www.cumminsrockymountain.com  
 REPRESENTATIVE NAME: Theresa Gardner  
 REPRESENTATIVE TELEPHONE NUMBER: 623-474-2600  
 REPRESENTATIVE E-MAIL: theresa.gardner@cummins.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

Manufacturer	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
Cummins			15%
Fleetguard			62%

Labor Rates	Unit Price
Labor Rate Contractor Facility	\$102.00
Labor Rate County Facility	\$136.50
Labor Rate for after hours/overtime (if different)	\$204.75
Labor Rate for Field Service	\$204.75
Labor Rate for Field Service Overtime	\$204.75
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	\$2.35 per mile   N/A flat fuel charge
1.4 Business Hours	6:00AM - Midnight M-F   6:00AM - 4:30PM Saturday
1.5 Return Policy	10 day full price
1.5.1 Time limitations	filters 1 year
1.5.2 Restocking charge (if any)	10%
1.6 Additional Services Offered:	parts delivery
1.7 Warranty (define)	parts 1 year, labor 90 days
1.8 Additional Participating Locations:	cummins rocky mountain Mesa 440 E. Juanita Ave., Mesa, AZ 85204

NIGP CODE: 06066  
 Terms: NET 30 DAYS  
 Vendor Number: W000004563 X  
 Certificates of Insurance Required

**Contract Period: To cover the period ending July 31, 2016 2020.**

