

C-10261-1  
SEP 28 2016

AMENDMENT NO. 1  
LINKING AGREEMENT  
(Maricopa County Contract No. 15021-C, Contract No. C-10261)

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 Empire Southwest, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Empire Southwest, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10261, 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 \$225,000 over the entire term of the agreement.
5. **Insurance Certificate.** Current certificate will expire on July 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

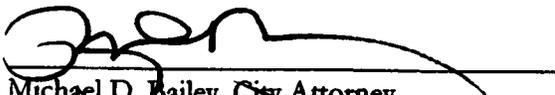


Kevin R. Phelps, City Manager

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney

Empire Southwest, LLC,  
a Delaware limited liability company

  
\_\_\_\_\_  
By: Sam Ferreri  
\_\_\_\_\_  
Its: Service Manager

8/10/16

**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**

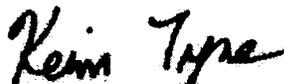
**TO: All Departments**

**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 Tyns, 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)

**EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210**

COMPANY NAME: Empire Southwest, LLC  
 DOING BUSINESS AS (DBA) NAME: Empire Machinery  
 MAILING ADDRESS: 1725 S. Country Club Dr., Mesa, AZ 85210  
 REMIT TO ADDRESS: 1725 S. Country Club Dr., Mesa, AZ 85210  
 TELEPHONE NUMBER: 480-633-4000  
 FACSIMILE NUMBER: 623-707-1799  
 WEB SITE: www.empire-cat.com  
 REPRESENTATIVE NAME: Mark Vander Giessen  
 REPRESENTATIVE TELEPHONE NUMBER: 602-639-0582  
 REPRESENTATIVE E-MAIL: Mark.Vandergiessen@empire-cat.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<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)
CAT	See price file		0%
Massey Ferguson	See price file		0%

Labor Rates	Unit Price				Bidder Notes
Labor Rate Contractor Facility	\$109.50				
Labor Rate County Facility	\$143.75				
Labor Rate for after hours/overtime (if different)	\$143.75				Labor Rate for Contractor's Facility Overtime
Labor Rate for Field Service	\$143.75				
Labor Rate for Field Service Overtime	\$181.80				
1.3 Mileage - 1st 50 miles free or a onetime flat fuel charge:	Hourly Charge only	per mile	Hourly Charge only	flat fuel charge	
1.4 Business Hours	M - F: 6:00am - 6:00pm Sat 7:00am - 12:00pm				
1.5 Return Policy					
1.5.1 Time limitations					
1.5.2 Restocking charge (if any)					
1.6 Additional Services Offered:	Service after hours parts delivery				
1.7 Warranty (define)	standard 6 months				
1.8 Additional Participating Locations:					

**EMPIRE SOUTHWEST, LLC, 1725 S. COUNTRY CLUB DR., MESA, AZ 85210**

**Maricopa Part Prices**

NIGP CODE: 06066  
Terms: NET 30 DAYS  
Vendor Number: 2011000564 0  
Certificates of Insurance Required

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