

**CITY CLERK
ORIGINAL**

**C-9713-1
08/18/2015**

AMENDMENT NO. 1
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EMPIRE SOUTHWEST, LLC
(CONTRACT NO. C-9713)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Empire Southwest, LLC ("Contractor") is made this 18 day of August, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9713, dated February 24, 2015.
- B. The Agreement utilized the City of Tucson's May 1, 2012 National Intergovernmental Purchasing Alliance Contract Number 120377, to cooperatively purchase goods and services for heavy equipment, parts, accessories, supplies and related services.
- C. The Agreement expired on April 30, 2015, but allowed the Agreement to be extended for an additional one (1) year term if the City of Tucson extended its cooperative purchase agreement and if such extension was exercised in a written agreement signed by both parties.
- D. On April 13, 2015, the City of Tucson renewed and extended its Contract No. 120377 through April 30, 2016. The City of Tucson's extension is appended hereto as **Exhibit A**.
- E. The City wishes to purchase certain equipment to be used at its Materials Recovery Facility, taking advantage of the discounted pricing in the cooperative agreement.
- F. The City and Contractor wish to further 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 an additional one (1) year period from April 30, 2015 through April 30, 2016, unless otherwise terminated or canceled as provided by the Agreement.

3. **Scope of Work; Terms, Condition and Specifications.**

a) Contractor shall provide City the 2015 New Caterpillar 950M Fusion Coupler with the Waste Package as equipped, configured and quoted in the Scope of Work attached hereto as **Exhibit B**.

4. **Compensation.**

a) City shall pay Contractor compensation at the same rate and on the same schedule as the City of Tucson's Contract No. 120377, unless the City and Contractor agree otherwise.

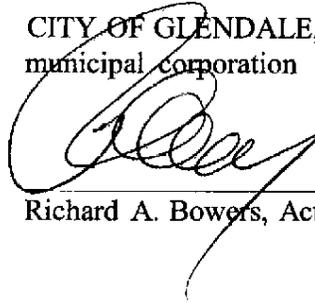
b) The total purchase price for the goods, supplies and/or services purchased under this Agreement shall not exceed the total purchase price of **\$362,969**, including applicable sales tax.

5. **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 warrants compliance with this section.

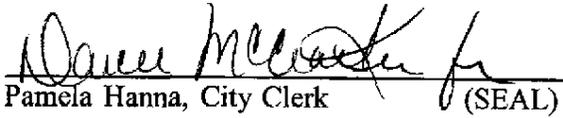
6. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

CITY OF GLENDALE, an Arizona
municipal corporation



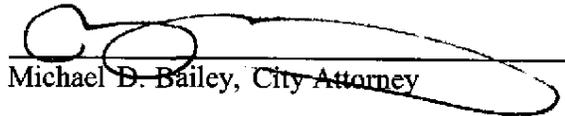
Richard A. Bowers, Acting City Manager

ATTEST:



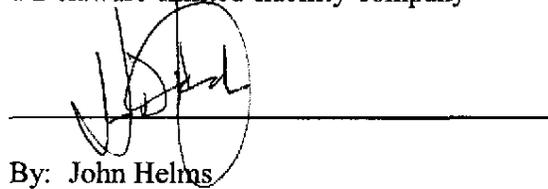
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Empire Southwest, LLC
a Delaware limited liability company



By: John Helms

Its: Vice President

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: APRIL 8, 2015

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: EIGHT (8)
PAGE 1 of 1
CQ
CONTRACT OFFICER: RAY VALDEZ

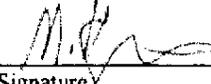
THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2015 through April 30, 2016.
2. The referenced contract has been amended to include the attached 2015 discount pricing structure and model changes for Caterpillar Equipment and Generators.
3. Caterpillar Telescopic Handlers have been added to the equipment line. A discount structure for the telescopic handlers has been added to the discount pricing structure.
4. Caterpillar Safety Services have been added as a value-added service, with a 15% discount.
5. The Caterpillar freight matrix shall be replaced with a dealer quote for shipping charges. Participating agencies shall receive a quote for shipping charges. Upon delivery of equipment, dealers shall provide participating agencies with a copy of the actual shipping charges. If actual shipping charges turn out to be lower than the quoted shipping charge, the difference shall be credited to the participating agency.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 09 APR 15

Mike Hynes, Governmental Account Manager
Typed Name and Title

Caterpillar Inc.
Company Name

100 NE Adams St, AB1345, Peoria, IL, 61629
Address

Hynes_mike_j@cat.com
Email Address

Peoria Illinois 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 13th DAY
OF April, 2015, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

2015 Caterpillar Coop Contract Discounts V3

Machines	New Equipment	Used Equipment
2015	Discount off List	Discount off Original
Pavers		
AP255	16.00%	
AP500	16.00%	
AP555	16.00%	
AP600	16.00%	
AP655	16.00%	
AP1000	16.00%	
AP1055	16.00%	
Rollers		
CB14	16.00%	
CB22	16.00%	
CB24	16.00%	
CB32	16.00%	
CB34/CB34XW	16.00%	
CB44	16.00%	
CB54	16.00%	
CB64	16.00%	
CC24	16.00%	
CC34	16.00%	
CD44	16.00%	
CD54	16.00%	
CP34	14.00%	
CP44	14.00%	
CP54	14.00%	
CP56	14.00%	
CP68	14.00%	
CP74	14.00%	
CS34	14.00%	
CS44	14.00%	
CS54	14.00%	
CS64	14.00%	
CS68	14.00%	
CS78	14.00%	
CW14	16.00%	
CW34	16.00%	
Vocational Trucks		
CT660	23.00%	
CT681	23.00%	

2015 Caterpillar Coop Contract Discounts V3

Track Type Tractors		
D3	25.00%	20.00%
D4	24.00%	20.00%
D5	25.00%	20.00%
D6	24.00%	20.00%
D7	22.00%	20.00%
D8	22.00%	20.00%
D9	10.00%	20.00%
Integrated Tool Carriers		
IT62	21.00%	10.00%
Cold Planners		
PM102	14.00%	20.00%
PM200	14.00%	20.00%
PM201	18.00%	20.00%
Reclaimers		
RM300	14.00%	20.00%
RM500	14.00%	20.00%
Wheeled Excavators		
M313	35.00%	20.00%
M314	18.00%	20.00%
M315	32.00%	20.00%
M316	35.00%	20.00%
M318	32.00%	20.00%
M320	21.00%	20.00%
M322	35.00%	20.00%
Motor Graders		
12	33.00%	20.00%
120	37.00%	20.00%
140	33.00%	20.00%
160	33.00%	20.00%
14	23.00%	20.00%
Skid Steer Loaders		
226	16.00%	20.00%
232	16.00%	20.00%
236	16.00%	20.00%
242	16.00%	20.00%
246	16.00%	20.00%
262	16.00%	20.00%
272	16.00%	20.00%

2015 Caterpillar Coop Contract Discounts V3

Multi-Terrain Loaders		
247	16.00%	20.00%
257	16.00%	20.00%
277	16.00%	
287	16.00%	
297	16.00%	
Compact Track Loaders		
239	16.00%	
249	16.00%	
259	16.00%	20.00%
279	16.00%	
289	16.00%	20.00%
299	16.00%	20.00%
Excavators		
300.9	17.50%	
301.4	17.50%	
301.7	17.50%	
302.4	17.50%	
302.7	17.50%	
303	17.50%	
303.5	17.50%	
304	17.50%	
305	17.50%	
305.5	17.50%	
308	17.50%	
311	24.00%	
312	21.00%	
313	21.00%	
314	25.00%	
316	25.00%	
318	22.00%	
319	22.00%	
320	18.00%	
321	18.00%	
323	18.00%	
324	18.00%	
325	18.00%	20.00%
328	18.00%	20.00%
329	18.00%	20.00%
335	18.00%	
336	18.00%	
345	12.00%	
349	12.00%	
352	12.00%	

2015 Caterpillar Coop Contract Discounts V3

Backhoe Loaders		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
745	14.00%	20.0%
Landfill Compactors		
815	14.00%	20.0%
816	14.00%	20.0%
825	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%
Wheel Loaders		
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
910	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
982	12.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%

2015 Caterpillar Coop Contract Discounts V3

Telehandlers		
TH255	12.00%	20.00%
TH406	12.00%	20.00%
TH407	12.00%	20.00%
TH514	12.00%	20.00%
TL642	12.00%	20.00%
TL943	12.00%	20.00%
TL1055	12.00%	20.00%
TL1255	12.00%	20.00%
Worktools	15.00%	
Caterpillar Safety Services	15.00%	N/A



06/19/2015

City of Glendale Landfill
Attention: Ernie Ruiz

Dear Ernie, on behalf of Empire Machinery, Caterpillar Inc. and National IPA, we are pleased to quote the following.

**2015 New Caterpillar 950M Waste Package Wheel Loader
Standard Equipment**

POWERTRAIN

Brakes, full hydraulic enclosed wet-disc
with Integrated Braking System (IBS)
Brake wear indicators
Engine, Cat 7.1 w/ US Tier 4 Final /
EU Stage IV rating
Cat Clean Emissions Module (CEM) with
Diesel Particulate Filter (DPF) and
remote Diesel Emissions Fluid (DEF)
tank & pump
Fan, radiator, electronically
controlled, hydraulically driven,
temperature sensing, on demand
Fuel Management System (FMS)
Fuel priming pump (electric)
Fuel/Water separator
Axes, Manually actuated front axle
differential lock, open differential
rear axle, ecology drain
Pre-cleaner, engine air intake
Parking Brake, disk & caliper
Switch, transmission neutralizer lockout
Torque converter, locking clutch with
free wheel stator
Transmission countershaft, powershift
(5F/3R)

ELECTRICAL

Alarm, back-up
Alternator, 145-amp brushed
Batteries (2), maintenance free 1400CCA
Ignition key, start/stop switch
Lighting system:
-Four halogen work lights
-Two halogen roading lights (w/ signals)
-Two halogen rear vision lights (hood
mounted)
Main disconnect switch
Receptacle start (cables not included)
Starter, electric, heavy duty
Starting and charging system (24-volt)

OPERATOR ENVIRONMENT

Air conditioner, heater, and

hydraulic oil, transmission oil

- Fuel level
- With following Warning Indicators:
- Regeneration
- Temperature: axle oil, engine intake
manifold
- Pressure: engine oil, fuel Pressure
Hi/Low, primary steering oil,
service brake oil
- Battery voltage Hi/Low
- Engine air filter restriction
- Hydraulic oil filter restriction
- Hydraulic oil Low
- Parking brake
- DEF low level

-Transmission filter bypass

MULTI-FUNCTION MONITOR :

- 18cm (7 in) color LCD touch-screen
display
 - Rear-view camera image display
(reverse travel activated)
 - Machine health parameters
- CAT CONNECT** (on-board, utilizing multi-
function monitor)
- Core App software to monitor & display:
- Total fuel consumption
 - Average fuel burn rate
 - Engine fuel consumption
 - Total idle time
 - Total operating hours
 - Travel distance (odometer)
- Basic App software to monitor & display:
- Total idle fuel
 - Total operating hours, neutral
 - Total operating hours with hydraulic
filter in bypass

TIRES, RIMS, AND WHEELS

A tire must be selected from the
mandatory attachments section.
Base machine price includes an allowance

FLUIDS

Premixed 50% concentration of extended

defroster (auto temp & fan)
 Beverage holders (2) with storage
 compartment for cell phone/MP3 player
 Bucket/Work tool function lockout
 Cab, pressurized and sound suppressed,
 (ROPS/FOPS), radio ready (entertainment)
 includes antenna, speakers and
 converter (12-volt 10-amp)
 Camera, rearview
 Coat hook (2)
 EH Controls, lift and tilt function
 EH Parking Brake
 Ergonomic cab access ladders
 & handrails
 Horn, electric
 Light, two dome (cab)
 Mirrors, rearview external with
 integrated spot mirrors
 Post mounted membrane 16 switch keypad
 2 receptacles, 12-Volt
 Seat, Cat Comfort (cloth) air suspension
 Seat belt, retractable, 51mm (2") Wide
 Steering, HMU wheel
 Sun visor, front
 Wet-Arm wipers/washers front & rear,
 Intermittent front wiper
 Window, sliding (left and right sides)
 Viscous mounts
COMPUTERIZED MONITORING SYSTEM
 With following gauges:
 -Speedometer/Tachometer
 -Digital gear range indicator
 -DEF (Diesel exhaust fluid) level
 -Temperature: engine coolant,

life coolant with freeze protection
 to -34C (-29F)

OTHER STANDARD EQUIPMENT

Auto idle shutdown
 Couplings, Caterpillar O-ring face seal
 Ecology drains for engine, transmission,
 and hydraulics
 Fenders, steel front with mud-flap/rear
 with extension
 Filters: fuel, engine air, engine oil,
 hydraulic oil, transmission
 Fuel cooler
 Grease zerks
 Grill, airborne debris
 Hitch, drawbar with pin
 Hood, non-metallic power tilting with
 rear clamshell
 Hoses, Caterpillar XT
 Hydraulic oil cooler (swing out)
 Hydraulic System, load sensing
 Kickout, lift & tilt, automatic
 (adjustable in cab)
 Linkage, Optimize Z-Bar
 Oil sampling valves
 Remote diagnostic pressure taps
 Ride control, 2V
 Service Center (electrical & hydraulic)
 Sight gauges: engine coolant, hydraulic
 oil, and transmission oil level
 Steering, load sensing
 Toolbox
 Vandalism protection caplocks

Configured as Follows

Ref #	Description
3607932	950M Wheel Loader
3861319	Industrial Package
3930072	Counterweight High Lift
3669910	Axles, Auto Diff F/R ED, SG Industrial Package
3733897	Hydraulics 3V High Lift
3669912	Hydraulic Oil
3733910	Standard Starting Package
3647272	Standard Lighting
3847009	Standard HMU Steering
3847005	Auto Differential, HMU
3757658	Air Suspension Seat HMU
3927092	Single Axis Levers w/ FNR 3V
4501592	3" Seatbelt w/ Indicator
3661983	Standard Mirrors
3886245	Product Link Satellite PL321
3649808	Cooling 6 fins per inch
3733906	Fan Variable Pitch / Reversing
3717064	Antifreeze
4344487	Tires, 23.5R25 Flexport Solid
4234916	Cab Full Guard Front and Rear windows / LH RH Door

4443238 Cab Roof Cap Metallic
4550862 Cover, HVAC, Steel
3650121 Precleaner, Trash
3994330 Sound Supression, Industrial
3847012 Linkage High Lift
3847015 Manual Grease
0P0309 Domestic Truck
3721600 Radio, AM/FM/USB/MP3 Bluetooth
3721603 Radio Ready, CB
4168461 Respa Precleaner
3994332 Powertrain Guard, Industrial
3608835 Guard, Tilt Cylinder
3847017 Lubrication, Manual High Lift
3533169 Beacon
4362591 Film, Waste
3788421 Connector Lines 3V
3776178 Industrial Grapple Bucket 6.0 CYD
4668778 Windows Flat Rubber Mounted

Warranty

Three year / 5500 hour premier warranty coverage included.

NIPA Pricing Summary Contract Number 120377

Sale Price:	\$335,926.00
Sales Tax:	<u>\$ 27,042.04</u>
Total Price:	\$362,968.04

FOB City of Glendale Landfill

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,



Doug Calvet
Account Manager