

**CITY CLERK
ORIGINAL**

**C-6516-8
09/11/2012**

AMENDMENT NO. 8

AGREEMENT FOR EMERGENCY GENERATOR POWER SYSTEMS SERVICE
AND REPAIR (Contract No. C-6516)
City of Glendale Solicitation No. 07-75

This Amendment to the Agreement for Emergency Generator Power Systems Service and Repair is made this 11th day of September, 2012 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Arizona Generator Technology, Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into an Agreement for Emergency Generator Power Systems Service and Repair, Contract No. C-6516, dated August 12, 2008 ("Agreement"); and
- B. City and Contractor previously amended the Agreement as follows:
Amendment No. 1 dated June 9, 2009;
Amendment No. 2 dated January 7, 2010;
Amendment No. 3 dated February 10, 2010;
Amendment No. 4 dated June 17, 2010;
Amendment No. 5 (erroneously labeled as Amendment No. 2) dated October 20, 2010;
Amendment No. 6 (erroneously labeled as Amendment No. 4) dated November 24, 2010;
Amendment No. 7 (erroneously labeled as Amendment No. 5) dated July 18, 2011
- 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 one-year period from September 1, 2012 through August 31, 2013, unless otherwise terminated or canceled as provided by the Agreement.
3. **Exhibit A (Project).** The scheduled maintenance service provided by Contractor is amended as of the Effective Date of this Amendment and Exhibit A of the original Agreement is amended as set forth in Exhibit A-Amendment No. 8, attached hereto.
4. **Exhibit B (Compensation).** The compensation for the services provided by Contractor is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 8, attached hereto.
5. **City's Representative.** The City's representative is amended as of the Effective Date of this Amendment and shall be as follows:

Karla Camou-Guerra
Water Reclamation Facility Supervisor
West Area Reclamation Facility
5901 North Glen Harbor Boulevard
Glendale, Arizona 85307
Telephone: 623-930-4757

Any notices shall be sent to the City's representative and a copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

6. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the City prior to September 1, 2012.

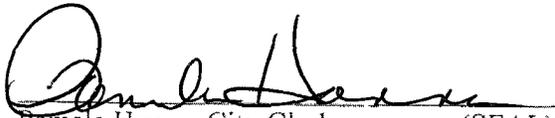
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



Horatio Skeete, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney

ARIZONA GENERATOR
TECHNOLOGY, INC., an Arizona
corporation, authorized to do business in
Arizona

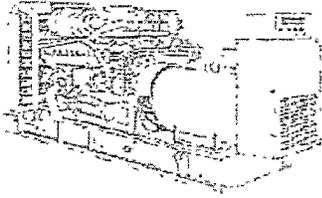


By: Cara Taggart
Its: SVC Mkt Mgr

EXHIBIT A-AMENDMENT NO. 8

AMENDED PROJECT

[See attached.]



GEN-TECH
Arizona Generator Technology, Inc.

7901 N 76th Ave
Glendale, AZ 85303
Phone (623) 937-1719

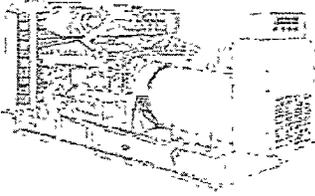
4742 S Tennessee Pl
Tucson, AZ 85714
Phone (520) 777-3130
Fax (623) 937-0408
www.gen-tech.com

SCHEDULED MAINTENANCE SERVICE AGREEMENT

Issue date: Jun-28-2012
Agreement: SA1197

Scheduled Maintenance (SM) & Operational Inspection Services (OIS)

1. This Maintenance Agreement by and between Arizona Generator Technology, Inc., (hereinafter "GEN-TECH") and City of Glendale (hereinafter "Customer") will commence on 9/1/2012. The initial period will be for 1 (One) Year for this Maintenance Agreement and shall be from 9/1/2012 through and including 8/31/2013. This agreement shall hereafter continue on a year-to-year basis. It may, however, be terminated at any time during the service agreement period by either party hereto, provided written notice is received and acknowledged thirty (30) days prior to termination. Customer's obligation to pay all charges, which have accrued, shall survive any termination of the Agreement. Gen-Tech will provide the customer with a renewal agreement on an annual basis.
2. GEN-TECH will provide the customer scheduled maintenance services, on the equipment identified herein, during regular business hours. Any adjustments/modifications to quoted maintenance services, special instructions, and associated labor rates (referenced in Section 10), shall be stated in Section 17.
3. **EMERGENCY SERVICES:** GEN-TECH will provide Customer with Emergency Service, available 24 hours a day, 7 days a week, to meet the needs of Customer. Emergency Service will be charged on a time and materials basis as outlined in Section 10. GEN-TECH will supply Red Diesel fuel as required (where applicable) at market price upon Customer's request. Fuel delivery &/or service fee(s) may apply.
4. The charges for services described herein for the period covered by this Agreement shall be due and payable according to customer credit terms or scheduled payments and billed as services are rendered.
5. GEN-TECH assumes no liability for damages except those as a result of negligence by GEN-TECH in operating and maintaining the unit as covered by this Agreement.
6. GEN-TECH shall not be held responsible for any damages to the equipment, delay or failure in performance of any part of this agreement to the extent that such damage, delay or failure is caused by acts of God, acts of nature or of the public enemy, acts of the government or military authority, terrorism or other similar causes beyond their control.



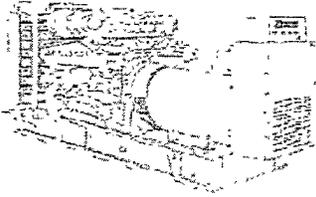
GEN-TECH
Arizona Generator Technology, Inc.

7901 N 76th Ave
Glendale, AZ 85303
Phone: (623) 937-1717

4702 S Tennessee Pl
Tucson, AZ 85714
Phone: (520) 777-3139

Fax: (623) 937-0408
www.gen-tech.com

7. Customer agrees that GEN-TECH will not be required to make adjustments, repairs, or replacements if GEN-TECH is not provided reasonable access to the equipment for the purpose of performing the inspection service(s) thereon.
8. Any lost time or mileage costs due to the unavailability of the unit(s) for scheduled service(s) may be invoiced at an additional charge at GEN-TECH's then current and prevailing rates.
9. The Customer covenants and agrees that any liability of GEN-TECH hereunder shall be expressly limited to the extent that negligence of GEN-TECH caused the damage to the described equipment itself. GEN-TECH's total liability is limited to cost and repair or replacement of the described equipment. The Customer shall have no claim or claims hereunder or otherwise against GEN-TECH based on damage of or loss of products or delay in production, or marketing thereof, or any loss resulting from the incapacity to use equipment as intended.
10. Additional or emergency service or other work not specifically covered in this Agreement or Addendum will be charged on a time and material basis. Upon receipt of Customer's consent, GEN-TECH shall perform such services at an hourly rate of \$ 95.00 during regular business hours (7:00 A.M. to 3:30 P.M. Monday through Friday) and at an hourly rate of \$125.00 after hours and on weekends. Hourly rate on holidays will be calculated on an as per basis and not to exceed \$170.00. An additional charge of \$ 2.00 per mile shall be made for the service vehicle. Additional charges or fees may apply for any specialty equipment that may be needed to perform services. These discounted service agreement time and material labor rates are subject to change based on current market forces.
11. In no event, shall GEN-TECH be liable for any losses resulting from delays in supplying service, repair or attempts to repair the equipment due to labor disputes or picketing of any nature whatsoever in connection with Customer or any supplier of parts required to maintain service or repair equipment.
12. All service will be scheduled with the Customer's representative in advance.
13. This Agreement may be transferable at the sole discretion of GEN-TECH.
14. There are no warranties that extend beyond the description herein.
15. **Evaluation**
 - A. Gen-Tech will provide our Monthly or Quarterly Service Agreement Customers at no additional labor charge, an on-site evaluation related to the Emergency System. The evaluation will cover any concerns questions or equipment problems. The evaluation shall be conducted during regular business hours, and if possible in conjunction with a scheduled maintenance trip.
 - B. As a result of the evaluation, any services that are required will be charged to the customer on a "Time and Material" basis, as outlined in section 10.
16. In the event of Cancellation, postponement, delay and/or schedule time changes or service restrictions implemented (such as operating the engine to service, load bank and/or repair and verify) once Gen-Tech is on site or in route, differing from scheduling conversations, possibly creating overtime labor hours and/or requiring a return separate trip not contained as part of the agreements level of compensation. Gen-Tech retains the option to invoice the difference above and beyond the agreement to the Customer.

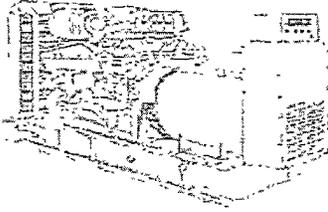


GEN-TECH
Arizona Generator Technology, Inc.

1701 N. 70th Ave. 1702 S. Tennessee Pl
Glendale, AZ 85303 Tucson, AZ 85714
Phone: (623) 937-1719 Phone: (520) 777-3130
Fax: (623) 937-2403
www.gen-tech.com

- Repairs over the customer approved amount will be quoted and completed with customer's approval on a separate return trip

Please return this signature page to fax number - (623) 937-0438



GEN-TECH

WWW.GEN-TECH.COM

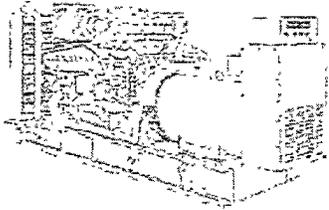
7991 N 76th Ave 4702 S Tennessee Pk
Glendale, AZ 85303 Tucson, AZ 85714
Phone (623) 937-1719 Phone (520) 777-3130
Fax (623) 937-0428 Fax (623) 937-0408

4785 Copper Sage St, Suite A
Las Vegas, NV 89115
Phone (702) 633-6400
Fax (702) 622-5600

Operational Inspection Service(s)

Operational Inspection Service(s) shall be performed in conjunction with other contracted services. Services listed are performed as follows.

- A. Inspect engine for leaks and/or component wear; verify all fluid levels
- B. Test all engine safeties and start control systems for correct operation
- C. Test and service engine coolant. Inspect cooling system including filter cap and water pump for any leaks, inspect all hoses and tighten hose clamps/fittings as needed. Record coolant protection level(s)
- D. Inspect and grease fan drive assembly. Inspect all belts for wear and/or abnormalities.
- E. Inspect complete fuel delivery system. Inspect and grease governor linkage.
- F. Check jacket water heater for correct operation
- G. Inspect battery charger and test batteries for maximum reliability. Record voltage levels during crank cycle to establish minimums and trends.
- H. Testing of Automatic Transfer Switch (ATS) and Generator Auto-Control with customer's approval only.
 - 1. Check all wiring for wear and/or damage
 - 2. Perform operational test of ATS and record all time frames
 - 3. Check indicator lights
 - 4. Check all timers for correct values; adjust as needed
 - 5. Summarize condition and itemize any repairs required.
- I. Operate engine/generator at no load.
 - 1. Check and record engine pressure and temperature values
 - 2. Check and record generator voltage and frequency, voltage regulation, controls and safety devices for proper operation, adjust as necessary
- J. GEN-TECH will dispose of solvents, chemicals and materials reclaimed during the service(s) in compliance with EPA standards
- K. Inspect rear generator bearing and record air gap between excitor field and excitor stator
- L. Inspect generator winding and voltage regulator for wear or damages
- M. GEN-TECH shall provide a detailed report of work performed, overall condition of unit(s) and potential problems that GEN-TECH becomes aware of, and recommendation(s) of the most economical repair alternative to assure maximum reliability. Quotation(s) will be forwarded for Customer's clarity and approval



GEN-TECH

WAX BUILDUP SERVICE

7901 N 70th Ave 4762 S Tennessee Pl
Glendale, AZ 85303 Tucson, AZ 85714
Phone (623) 937-1719 Phone (520) 777-3130
Fax (623) 937-0400 Fax (520) 737-0168

4785 Copper Sage St Suite A
Las Vegas NV 89113
Phone (702) 633-6400
Fax (702) 633-5950

Load Bank Testing – Basic One Hour

This service will ensure the Customer an internally clean running engine, preventing carbon build up as well as testing peak performance of the governor, cooling system, turbo charger (if applicable), voltage regulator, alternator performance and engine horse power at optimum condition for Emergency service status.

Load Bank Service may be conducted in conjunction with other contracted services and the services listed shall be performed as described below

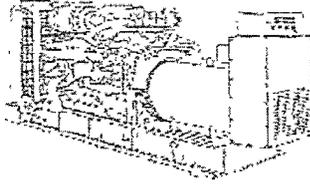
- A Load test generator, using portable load bank provided by GEN-TECH. Test run generator set for a minimum of one (1) consecutive hour. Run at 80% of rating with 100% verification or as described in Service Agreement.
- B Check and record engine oil pressure and coolant temperature values
- C Check and record generator voltage and frequency, voltage regulation controls, and safety devices for proper operation.
- D Provide a detailed load test report to the customer, documenting all data and readings during load test.

GT Form. CSA-Std LB Basic
One Hour Duration

EXHIBIT B-AMENDMENT NO. 8

AMENDED COMPENSATION

[See attached.]



www.gentechusa.com

Arizona Generator Technology, Inc
dba Gen-Tech

7901 N 70th Ave 4702 S Tennessee P:
 Glendale, AZ 85303 Tucson, AZ 85714
 Phone (623) 937-1719 Phone (520) 777-3130
 Fax (623) 937-0408

QUOTE
 Billed As Services
 Rendered Type Agreement

Doc # PHXQ11917
Date 06/27/12
Sales Rep. Cara Taggart

Quote To:

Company: City of Glendale
Contact: Teresa Hernandez
Address: 6210 W Myrtle Avenue
 Suite 112
 Glendale AZ 85301
Phone: 623-930-2723
Fax: 623-915-3094

Equipment Location & Agreement Information:

Company: City of Glendale
Contact:
Address: 5901 N Glen Harbor Blvd
 Glendale AZ 85307
Phone: 623-930-2723
Fax:

Start Date: 9/1/2012
Renewal Date: 8/31/2013

Qty	Description	Unit Price	Ext. Price
	Tag #4143 1500kW Cat, MDL SR4B, S/N ACR00265		
	Tag #4144 1500kW Cat, MDL SR4B, S/N ACR00264		
	West Area Reclamation		
18	Monthly Inspections	\$130.50	\$2,349.00
6	OIS Quarterly (3 on each unit)	\$152.50	\$1,155.00
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$2,365.00	\$2,365.00
1	Step Down Transformer 12470 to 480VAC	\$2,000.00	\$2,000.00
1	High Voltage Cable	\$2,500.00	\$2,500.00
2	Fuel Sample	\$175.00	\$350.00
4	Oil Sample Kit	\$20.00	\$80.00
1	Breaker Inspection & Testing (West Area Reclamation)	\$5,800.00	\$5,800.00
	Tag #4148 1000kW Onan, MDL DFHD-5635416, S/N K030567449 Spec D		
3	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$1,190.00	\$1,190.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
	Tag #4142, 500kW Caterpillar, MDL# SR48, S/N 8HG01688		
	Airport Lift Station		
6	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$690.00	\$690.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
	Tag #4147, 125KW Onan, MDL DGEA-4477361, S/N C000075351		

Qty	Description	Unit Price	Ext. Price
Aquifer Recharge Facility			
8	Monthly Inspections	\$130.50	\$1,044.00
3	O/S, Quarterly	\$95.00	\$285.00
1	Load Banking @ 80% 1 Hour with verification of 100%	\$416.25	\$416.25
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4152, 225W Cummins, MDL NT8556, S/N 43103968 67TH & AC/DC Lift Station			
6	Monthly Inspections	\$130.50	\$1,044.00
3	O/S, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$441.25	\$441.25
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4154, 35KW Kohler, MDL 40ROZ201, S/N 188859 55TH & Dahlia Lift Station			
6	Monthly	\$130.50	\$1,044.00
3	O/S, Quarterly	\$95.00	\$285.00
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$275.00	\$275.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4146, 100KW Onan, MDL GGHD-3382578, S/N L990029512 (Nat Gas) Arrowhead Manor Lift Station			
6	Monthly Inspections	\$130.50	\$1,044.00
3	O/S, Quarterly	\$95.00	\$285.00
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$290.00	\$290.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4145, 350KW Onan, MDL 350DFCC, S/N H910414694 Hillcrest Ranch Booster Station Per customer only Quarterly and Samples for 2012-2013			
3	O/S, Quarterly	\$142.50	\$427.50
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4153, 1100KW Caterpillar, MDL 3512DITA, S/N 24Z07636 Zone Four Reservoir			
8	Monthly Inspections	\$130.50	\$1,044.00
3	O/S, Quarterly	\$190.00	\$570.00
1	Load Banking @ 80% 1 Hour with verification of 100%	\$1,120.00	\$1,120.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
TAG #3275, 750KW Onan, MDL 750DFHA, S/N B980695115 Zone One Booster Station			
8	Monthly Inspections	\$130.50	\$1,044.00

Qty	Description	Unit Price	Ext. Price
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$847.50	\$847.50
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
TAG #1809, 300kW Onan, MDL MDFCB4046735, S/N B000065349 Cholla Admin			
6	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$460.00	\$460.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4149, 50kW Onan, MDL DGCA-4484811, S/N G000132099 Cholla Chlorine Scrubber			
6	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$95.00	\$285.00
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$277.50	\$277.50
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #4155, 1250kW Detroit Diesel, MDL 1250DS, S/N 606822 Tag #4156, 1250kW, Detroit Diesel, MDL 1250DS, S/N 191374 Arrowhead Reclamation			
16	Monthly Inspections	\$130.50	\$2,088.00
6	OIS, Quarterly (3 for each unit)	\$190.00	\$1,140.00
2	Load Banking @ 80%, 1 Hour with verification of 100%	\$1,542.50	\$3,085.00
2	Fuel Sample	\$175.00	\$350.00
4	Oil Sample Kit	\$20.00	\$80.00
Tag #4150, 300kW Cummins, MDL DiCB-5703576, S/N B050750996 83RD Ave Lift Station			
6	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$460.00	\$460.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
Tag #3073, 230kW Generac, MDL#1490020200, S/N 2062208 Oasis Recharge Site			
6	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$652.50	\$652.50
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
TAG #4151, 600kW Detroit, MDL 4A07682, S/N 81637305			

Qty	Description	Unit Price	Ext. Price
	Pyramid Peak		
8	Monthly Inspections	\$130.50	\$1,044.00
3	OIS, Quarterly	\$142.50	\$427.50
1	Load Banking @ 80%, 1 Hour with verification of 100%	\$810.00	\$810.00
1	Fuel Sample	\$175.00	\$175.00
2	Oil Sample Kit	\$20.00	\$40.00
	Tag #4159 1750kW Cummins, MDL DQKB-5750336, S/N H060976129		
	Tag #4158 1750kW Cummins, MDL DQKB-5750336, S/N H060960117		
	Oasis Water Campus		
16	Monthly inspections	\$130.50	\$2,088.00
6	OIS, Quarterly (3 for each unit)	\$190.00	\$1,140.00
2	Load Banking @ 80%, 1 Hour with verification of 100%	\$1,762.50	\$3,525.00
2	Fuel Sample	\$175.00	\$350.00
4	Oil Sample Kit	\$20.00	\$80.00

Total \$60,238.50

Total Price Does Not Include Applicable Sales Taxes

TOTAL PRICE DOES NOT INCLUDE APPLICABLE SALES TAX. PRICES QUOTED HEREIN ARE BASED UPON TOTAL PURCHASE - ALL DELIVERY, ADDITIONAL SERVICES, TRAINING OR CONSULTING (EXCLUDING OUR PREFERRED SERVICE EVALUATION) TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - AN OPERATIONAL INSPECTION SERVICE IS PERFORMED DURING THE ANNUAL SERVICE - ATTACHMENTS PROVIDED ARE THE PROPOSED AGREEMENT SCOPE OF WORK FOR ONE OR MORE OF THE FOLLOWING: ANNUAL, OIS, LOAD BANK, ADDITIONAL AND/OR SPECIAL SERVICE ADDENDUMS, IF APPLICABLE AND A RECOMMENDED SERVICE ADVERTISEMENT.



Contract Amendment No. 8
RFP # 07-75
Contract #C-6516
Generator Repair and Maintenance

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

In accordance with the Special Terms and Conditions, the above referenced contract is amended as follows:

The option to extend the term of the agreement is exercised this 25th day of July, 2012. The term of the contract is hereby extended from September 1, 2012 through August 31, 2013, unless terminated, canceled or extended as provided within the contract

The following equipment has been changed for the upcoming year:
 Tag #4143, 350k W Onan, MDL 350DFCC, S/N H910414694

Monthly inspections have been deleted
 Load Banking @ 80%, 1 hour w verification of 100% has been deleted

AZ Generator Technology quote PHX111917

With the extension of this agreement, a current insurance certificate is required. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

All other provisions of the contract shall remain in their entirety

In witness whereof, the parties hereto have executed this amendment to be effective the date first written above.

Contractor hereby acknowledges receipt of and is in agreement with the amendment. A signed copy must be filed with the City of Glendale Materials Management office. Please provide current information if the address has changed

Arizona Generator Technology, Inc
 3991 N. 70th Ave, Glendale, AZ 85303
 Phone: 623-937-1719
 Email: ctaggart@genrectus.com

7/26/12
 Date

Cara Taggart Svc Act Mgr
 Printed Name and Title