

CITY CLERK
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C-7229-4
03/04/2014

AMENDMENT NO. FOUR

AGREEMENT FOR HEAVY DUTY CATERPILLAR EQUIPMENT PARTS,
SERVICE AND ACCESSORIES (Contract No. C-7229)
City of Glendale Solicitation No. RFP 10-18

This Amendment No. Four to the Agreement for Heavy Duty Caterpillar Equipment Parts, Service and Accessories is made to be effective this 4th day of March, 2014 ("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 Contractor previously entered into an Agreement for Heavy Duty Caterpillar Equipment Parts, Service and Accessories, Contract No. C-7229, dated March 9, 2010 ("Agreement") with an original term of two years (2); and
- B. The Agreement provided an option to extend the term an additional four (4) years; and
- C. On March 22, 2011 the City and Contractor entered into Amendment No. 1 to increase the maximum annual expenditure to \$390,000; and
- D. City and Contractor extended the term of the Agreement from March 9, 2012 through March 8, 2013 and made certain rate adjustments in Amendment No. 2; and
- E. City and Contractor extended the term of the Agreement from March 9, 2013 to March 8, 2014 and made certain rate adjustments in Amendment No. 3; and
- F. City and Contractor wish to again extend the term of the Agreement and make certain rate adjustments, subject to and strictly in accordance with the terms of this Amendment No. Four.

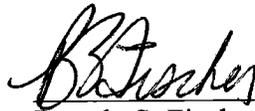
AGREEMENT

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.

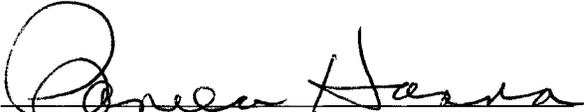
2. **Term.** The term of the Agreement is extended for a one (1) year period from March 9, 2014 through March 8, 2015, unless otherwise terminated or canceled as provided by the Agreement.
3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B is amended as set forth in Exhibit B-Amendment No. 4, attached hereto.
4. **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 Contract Specialist prior to July 1, 2014.
5. **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 or any prior Amendment, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
Municipal Corporation



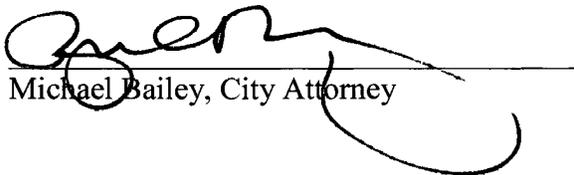
Brenda S. Fischer, City Manager

ATTEST:



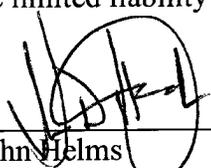
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael Bailey, City Attorney

Empire Southwest, LLC _____, a
Delaware limited liability company



By: John Helms
Its: Vice President/CFO

EXHIBIT B-AMENDMENT NO. FOUR

AMENDED COMPENSATION

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$390,000.

METHOD AND AMOUNT OF COMPENSATION:

Effective March 9, 2014 pricing is as follows:

Machinery Shop Rates (All Stores)	Regular Time	Overtime	Regular Time Difference	Overtime Difference	Percentage
Construction Equipment	\$107.40	\$140.70	\$4.15	\$5.40	4%
Welding	\$107.40	\$140.70	\$4.15	\$5.40	4%
BCP/CCE	\$104.50	\$137.90	\$4.00	\$5.30	4%
Lube Services	\$88.40	\$120.30	\$3.40	\$4.65	4%
Agricultural (Special Rates)	\$99.60	\$132.10	\$2.45	\$3.20	2.5%

Machinery Field Service (All Stores & Residents)	Regular Time	Overtime	Regular Time Difference	Overtime Difference	Percentage
1 st Man Rate	\$141.00	\$178.30	\$4.40	\$6.85	3%
2 nd Man Rate	\$98.95	\$136.25	\$3.80	\$5.25	4%
Lube Services (Field – TLC)	\$106.30	\$142.55	\$4.10	\$5.50	4%
Boom Truck	\$141.00	\$178.30	\$5.40	\$6.85	4%

Empire Precision Machining (EPM)	Regular Time	Overtime	Regular Time Difference	Overtime Difference	Percentage
Inspection	\$105.65	\$138.65	\$3.10	\$4.05	3%
Weld Shop	\$102.30	\$134.00	\$3.00	\$3.90	3%
Small Machines	\$105.65	\$138.65	\$3.10	\$4.05	3%
Medium Machines	\$139.35	\$174.55	\$4.05	\$5.10	3%
Large Machines	\$154.80	\$189.95	\$4.50	\$5.55	3%
Metal Spray	\$139.20	\$172.25	\$4.05	\$6.85	3%

Empire Hydraulic Service (EHS)	Regular Time	Overtime	Regular Time Difference	Overtime Difference	Percentage
Shop	\$94.00	\$128.80	\$2.75	\$5.85	4%

Overtime Rates apply to any shop or field hours worked at customer request during the following times:

- Monday – Friday. Midnight – 5:00 a m
- Weekends: Saturday Noon – Monday 5:00 a.m.
- Holidays: All Day

Daily per diem charge for meals and lodging: \$165.00

Empire Power Systems (EPS)	Regular Time	Overtime	Regular Time Difference	Overtime Difference	Percentage
Highway Truck Engines – All locations	\$115.00	\$140.00	\$5.00	\$2.50	4%
Commercial Engines – Shop	\$ 98.00	\$120.00	\$3.00	0	3%
Commercial Engines – Field	\$115.00	\$172.50	\$5.00	\$22.50	4%
Motor Homes	\$135.00	\$175.00	\$5.00	\$2.50	4%
UPS/Switchgear Maintenance	\$150.00	\$220.00	0	0	0

- EPS Regular Rates apply to labor performed during regularly scheduled 8-hour shifts
- EPS Overtime Rates apply whenever an Empire Technician, at the customer's request, works more hours than their regularly scheduled shift.
- EPS After-Hour Call-Out Fees will be charged to the customer when customer requests work to be performed at time that is not a part of the regular shift and is not contiguous with work performed on a regular shift.
- Call-Out Fee. \$100.00 per occurrence

EPS Vehicle Rates*

- Service Trucks: \$2.95 mileage rate based on customer type

EPS Load Bank Rates*

- To 100 kW \$110.00 / day
- To 250 kW \$160.00 / day
- To 650 kW \$300.00 / day
- To 1300 kW \$500.00 / day
- To 2.5 mW \$750.00 / day

EPS Dynamometer Rates*	\$125.00 / hook-up
EPS Cooling Tower Rates*	\$125.00 / hook-up
EPS Strip Chart Recorder/Data Logger*	\$1,000.00 / day
Environmental Fee A fee of \$25.00 per work order will be added to all in-shop service invoices to offset ongoing costs for disposal of waste, in compliance with Environmental Protection Agency standards.	

*Charge does not include any hook-up, installation or transportation labor