

AMENDMENT NO. 2
LINKING AGREEMENT

(State of Arizona Contract No. ADEQ17-143565, Contract No. C-10992)

This Amendment No. 2 ("Amendment") to the Installation, Repair and Maintenance of Petroleum Storage Tank Systems ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Eaton Sales and Service, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Eaton Sales and Service, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10992, dated July 15, 2016 ("Agreement"); and
- B. The original State of Arizona Contract No. ADSP016-109211, had an initial one-year term effective September 22, 2015 through September 16, 2016 with the option to extend up to a maximum of four (4) years; and
- C. The State of Arizona has transferred original Contract No. ADSP016-109211 to ADEQ as Contract No. ADEQ17-143565; and
- D. Amendment No. 1, dated September 22, 2016, Contract No. C-10992-1 modified the term date from September 22, 2016 to September 16, 2017; and
- E. 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 unchanged and shall expire September 16, 2017 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in the Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is amended to include design and construction services for the Glendale Municipal Landfill identified in the Scope of Work attached as Exhibit B, and to also include repair and maintenance on an as-needed basis for the Glendale Municipal Landfill and the Fleet Management Division of the Public Works Department.

4. **Compensation.** The original compensation amount of \$45,000 is being amended and increased by \$412,192.63 for a maximum of \$457,192.63 over the entire term of the agreement, (initial term plus any renewals), as per Exhibit A.
5. **Insurance Certificate.** Current certificate will expire on April 1, 2017 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. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **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.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

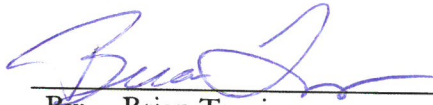
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Eaton Sales and Service, LLC,
a Colorado limited liability company



By: Brian Travis

Its: President

AMENDMENT NO. 2
LINKING AGREEMENT
(State of Arizona Contract No. ADEQ17-143565, Contract No. C-10992)

EXHIBIT A
COMPENSATION

The Compensation shall be amended as follows:

NOT-TO-EXCEED AMOUNT

The original compensation amount of \$45,000 is being amended and increased by \$412,192.63 for a total maximum of \$457,192.63 over the entire term of the agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

Per Exhibit B, the Glendale Municipal Landfill will have qty (1) 12,000 gallon UL2085 Fireguard tank installed for \$198,466.63 with a 10% Contingency of \$18,726.00, for a total of \$217,192.63.

Also to be included is \$40,000 for the Glendale Municipal Landfill, \$155,000 (and the original compensation amount of \$45,000) for the Fleet Management Division of the Public Works Department, for repair and maintenance of underground storage fuel tanks, on an as-needed basis.

Exhibit B



December 21, 2016 **Eaton Sales & Service LLC**

City of Glendale Landfill
11480W Glendale Ave
Glendale, AZ 85307

PETROLEUM EQUIPMENT TANKS INSTALLATION

(602) 415-3394 FAX (602) 415-3405 1-888-889-4402

Re: 12,000 gallon UL2085 Fireguard tank

We are pleased to quote the following for your consideration...

Tank and freight;

1-EAT 12000FRG 12,000 gallon UL 2085 AGST, with 8 foot non
OSHA end ladder, and 6 inch fill opening @ 30,639.00

1-Freight @ 2,500.00

Tank and freight

\$ 33,139.00

Tank Equipment and Accessories

1-MOR515-0300 AC spill containment box 3 inch @ 797.00	\$ 797.00
1-MOR9095A 0300 overflow prevent valve @ 982.00	\$ 982.00
1-OPW 633A 3 inch adapter @ 17.00	\$ 17.00
1-OPW 634B 3 inch cap @ 19.00	\$ 19.00
1-TP 3 inch drop tube @ 93.00	\$ 93.00
1-JOM 100-710-3 inch ball valve @ 211.00	\$ 211.00
1-OPW 1175-0050 3 inch check valve @ 350.00	\$ 350.00
1-MOR 710-0200 1V 2" solenoid valve @ 833.00	\$ 833.00
2-MOR244 OF-0100AV 8 inch e-vent @ 270.00	\$ 540.00
1-MOR 749 1100 pressure vac vent @ 82.00	\$ 82.00
2-FSSFF15X18HMXM346 flex connector @ 101.00	\$ 202.00
2-OPW 10P-0152 safety valve @ 182.00	\$ 364.00
1-TP 3 inch remote fill pipe and fittings @ 995.00	\$ 995.00
1-TP 2 inch product and vent pipe @ 538.00	\$ 538.00
1-MOR 818-0100 clock gauge @ 377.00	\$ 377.00
1-FEP STP150 1.5hp fixed speed sub pump @ 1855.00	\$ 1,855.00
1-FEP 4008182921 control box @ 99.00	\$ 99.00
1-GAS 9853KX DF Gasboy dispenser single product 1 hose, with sub drive relays, pulse out put and hanging hardware @ 4153.00	\$ 4,153.00
1-GAS 9850KXDF hi flo dispenser single product 1 hose With sub drive relay, pulse out put and hanging hardware @ 6046.00	\$ 6,046.00

Tank equipment and accessories

\$ 18,553.00

Continued on page 2

1-VEE TLS4-C tank monitor console with display @ 835.00	\$ 835.00
1-VEE 333577-001 application software @ 1116.00	\$ 1,116.00
1-VEE 846390-107 inventory only probe @ 1540.00	\$ 1,540.00
1-VEE 846400-400 4 inch diesel float @ 209.00	\$ 209.00
1-VEE 312020-984 install kit @ 111.00	\$ 111.00
1-VEE 794390-420 interstitial sensor @ 470.00	\$ 470.00
1-VEE 312020-982 sensor cap kit @ 115.00	\$ 115.00
1-VEE 62M-0500 cap and ring kit @ 63.00	\$ 63.00
1-VEE 790091-001 overfill alarm @ 586.00	\$ 586.00
1-VEE 790095-001 acknowledgement switch @ 373.00	\$ 373.00
Total Veeder Root	\$ 5,418.00

1-Sentry Gold Fuel Management System @ 12,431.00	
Includes fuel island terminal with key reader	
Sentry Gold Proximity Reader	
IP serial device @ 12,431.00	\$ 12,431.00
1-Canopy 20x22 with 2 canopy lights and 2 columns, standard white fascia @	\$ 25,283.00
4-Cree area lights with 18' light pole single arm 6,306.00	\$ 6,306.00
1-Professional services, Stamped engineered detail drawings and electrical engineering	\$ 12,225.00

Tank and Freight	\$ 33,139.00
Tank equipment and accessories	\$ 18,553.00
Veeder Root Tank monitor	\$ 5,418.00
Trac Fuel management System	\$ 12,431.00
Canopy with 2 lights	\$ 25,283.00
Area lights	\$ 6,306.00
Stamped Engineered drawings	\$ 12,225.00
Installation	\$ 73,913.00

Sub Total	\$ 187,268.00
Construction tax	\$ 11,198.63
Total	\$ 198,466.63

Owners contingency	\$ 18,726.00
---------------------------	---------------------

Notes:**Eaton Terms and Conditions apply**