

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4123
ISSUE DATE: MARCH 2, 2016

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: TEN (10)
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JW/sa
CONTRACT OFFICER: JEFFREY WHITING

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL

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 01, 2016 through April 30, 2017

ITEM NO. TWO (2): PRICING

Pursuant to Contract No. 120377, Scope of Work, Pricing, shall be replaced in its entirety with the Attached Price Page dated 2016, and shall become effective May 01, 2016

ITEM NO. THREE (3): INDEMNIFICATION

Pursuant to Contract No. 120377, General Terms and Conditions, Indemnification, shall be replaced in its entirety with the following:

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

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

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

Patty Redpath 3/8/16
Signature Date
Patty Redpath, Government Account Manager
Typed Name and Title

Caterpillar Inc.
Company Name
100 NE Adams St, Peoria, IL 61629
Address
redpath_patty@ca.com
Email Address
Peoria, IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 8th DAY
OF March, 2016, AT TUCSON, ARIZONA.

Nathan Laon
as Director of Procurement and not personally