

# 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 7, 2014

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: SEVEN (7)  
PAGE 1 OF 1  
JM

CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2014 through April 30, 2015.
2. Standard Terms and Conditions, item #20 and #21 shall hereby be replaced with the following:


**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any action, acts, errors, mistakes or omissions of Contractor relating to work, services, and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by the Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or wilful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a \$4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

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

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

 5-7-2014  
\_\_\_\_\_  
Signature Date

Jason Walker Governmental Sales Consultant  
\_\_\_\_\_  
Typed Name and Title

Caterpillar Inc.  
\_\_\_\_\_  
Company Name

100 NE Adams  
\_\_\_\_\_  
Address

Walker\_jason\_c@cater.com  
\_\_\_\_\_

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 7th DAY  
OF May, 2014, AT TUCSON, ARIZONA.

Email Address

Peoria Illinois 61629  
City State Zip

*Nathan Laon*

As Director of Procurement and not personally