

**AMENDMENT #1 TO VEHICLE EQUIPMENT AND LIGHTING AGREEMENT**

**(Contract #111201)**

**RECITALS**

**THIS AMENDMENT** is made and entered into this March 17, 2014, by and between Yavapai County, a political subdivision of the State of Arizona hereinafter the "COUNTY" and American Emergency Products, hereinafter the 'VENDOR.'

**RECITALS**

**WHEREAS**, On February 5, 2012, the COUNTY issued a Call for Bids inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting; and

**WHEREAS**, Upon evaluation of the bids as submitted, the COUNTY, upon a determination that VENDOR's bid conformed to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR; and

**WHEREAS**, pursuant to said award, the Parties entered into an Agreement #11120, the "Equipment Agreement") with an effective date of March 21, 2012; and

**WHEREAS**, The Equipment Agreement as approved by the Parties identified, and incorporated the terms and conditions of, the following Contract Documents: (1) The Equipment Agreement; (2) The Specifications and related Documents issued by the County on February 5, 2012 and Vendor's responses thereto including, but not limited to; (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the "Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted and (h) the "Technical Specifications Pricing Form" and responses as submitted; and

**WHEREAS**, Paragraph III of the Special Terms and Conditions provides that ". . . Yavapai County at its option may renew [the Equipment Agreement] for supplemental terms of up to a maximum of four (4) additional years; and

**WHEREAS**, the COUNTY, has determined that it is in its best interest to extend the Equipment Agreement subject to the terms and conditions set forth herein.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. A new sentence is added to Section III of the Special Terms and Conditions to provide as follows:  
Pursuant to Section IV of the Special Terms and Conditions, the initial renewal period for this Agreement shall commence on March 22, 2014 and shall terminate on June 30, 2016. Additional renewals, if any, pursuant to shall be subject to the provisions of Section IV.

2. Section V(A) of the Special Terms and Conditions is deleted in its entirety and replaced by a new Section V(A) to provide as follows:

A. PRICE ADJUSTMENTS: After the Contract has been in effect for six (6) months, the VENDOR may submit requests for price adjustments for review by the COUNTY's Fleet Management staff. A request for a price increase shall be based upon a cost increase that was clearly unforeseen at the time of submission of the Proposal which directly affects the price of the item concerned and shall include manufacturer price sheets or other written documentation highlighted to indicate the price increase as requested. The COUNTY's Fleet Management staff will determine whether the interests of the COUNTY will be best served by acceptance of the requested price increase or by utilization of an alternate purchase option. Proposals for temporary or permanent price decreases shall include manufacturer price sheets or other written documentation highlighted to indicate the price decrease as proposed. In the alternative, and if approved by the COUNTY, proposals for price decreases may be verified by inspection by COUNTY staff of pertinent records and documents in the custody of the VENDOR

3. A new Section XIII is added to the Special Terms and Conditions to provide as follows:

XIII. COOPERATIVE USE OF THE CONTRACT: The COUNTY has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. This CONTRACT may be extended for use by other municipalities, school districts and government agencies in the state of Arizona. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed or services received by the other agencies and payment thereof will be the sole responsibility of that agency. The COUNTY shall not be responsible for the Contract or any disputes arising out of the transactions made by that agency.

4. A new Section XIV is added to the Special Terms and Conditions to provide as follows:

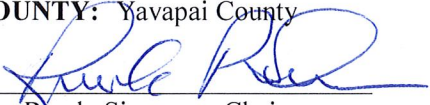
The VENDOR shall pay the COUNTY the sum \$100 per vehicle per calendar day for each and every calendar day of unexcused delay in completing the work or any portion of the work as described herein. Any sums due and payable hereunder by the VENDOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the COUNTY estimated at or before the time of award of bid. When the COUNTY reasonably believes that completion of the Work or any portion thereof shall be inexcusably delayed, the COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due the VENDOR an amount then believed by the COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when the VENDOR overcomes the anticipated delay in completing the Work, or any portion thereof, for which the COUNTY has withheld payment, the COUNTY shall promptly release to the VENDOR those funds withheld, but no longer applicable, as liquidated damages.

5. With the exception of the provisions as set forth in this Amendment #1, all terms and conditions of the Contract Documents shall remain as originally drafted and approved by the Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY: Yavapai County

By: \_\_\_\_\_

  
Rowle Simmons, Chairman,  
Board of Supervisors

Dated: 4/10/14

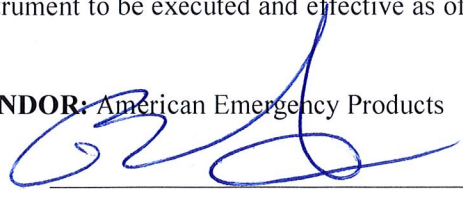
ATTEST:

  
Ana Wayman-Trujillo, Clerk of the Board

Dated: 4/10/14

VENDOR: American Emergency Products

By: \_\_\_\_\_

  
Az Regional Sales Consultant  
Title

Dated: 4-3-14