Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

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Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 100915-1

EMERGENCY REPAIR-ENGINE OVERHAUL ON CATERPILLAR D7R CRAWLER FOR RECYCLING AND LANDFILL MANAGEMENT

THIS AGREEMENT, made and entered into this 20TH day of OCTOBER, **2015,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Empire Southwest, LLC., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Gila County Recycling and Landfill Manager** or designee.

This contract is being issued pursuant to A.R.S. §41-2537 Emergency Procurements. Due to ADEQ Requirements and the Code of Federal Regulations 258.21 Cover Material Requirements, the owners or operators of all Municipal Solid Waste Landfill Facility units must cover disposed solid waste with six inches of earthen material at the end of each operating day, or at more frequent intervals if necessary, to control disease vectors, fires, odors, blowing litter, and scavenging. The D7R Crawler is a vital piece of equipment for the landfill to fulfill these requirements and contain any possible health risks on a daily basis.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100915-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100915-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100915-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or

more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to

provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires forty-five (45) days after D7R Crawler is delivered to Empire Southwest, LLC.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$43,736.42**, without prior written approval from the County, for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

EMPIRE ~~CAT~~ SOUTHWEST, LLC

Authorized Signature

John Helms, VP/CFO

Print Name

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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

SOLD TO
GILA COUNTY PAYSON MAINT
PAYSON PARTS/SVC ONLY 5320 EAST HWY 260
STAR VALLEY AZ 85541

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

****
THANK YOU FOR CHOOSING THE EMPIRE SERVICE SOLUTION, WE VALUE YOUR BUSINESS.
****

09 REMOVE & INSTALL RADIATOR

REMOVE AND INSTALL RADIATOR CORES FOR CLEAN AND TEST
MISC CHARGES FOR VENDOR CLEAN AND TEST.

TOTAL PARTS	687.22
TOTAL LABOR	1314.00
TOTAL MISC	650.00
SEGMENT 09 TOTAL	2651.22

10 REMOVE & INSTALL ENGINE

REMOVE AND INSTALL ENGINE AND TORQUE CONVERTER FOR RECONDITION

TOTAL PARTS	954.22
TOTAL LABOR	5475.00
TOTAL MISC	0.00
SEGMENT 10 TOTAL	6429.22

12 RECONDITION ENGINE

ESTIMATE REFLECTS 40% OFF PARTS PER MARKETING PROGRAM FOC-ENG-1440 3.0

ESTIMATE IS BASED ON RECONDITION AVERAGES OF A RUNNING, NON-FAILED 3176 ENGINE.
A FIRM REBUILD QUOTE CAN BE PROVIDED AFTER THE ENGINE IS DISASSEMBLED.
NEW PARTS INSTALLED:
- AIR FILTERS• ALL SOFT HOSES
- BREATHER• CAMSHAFT BEARINGS
- CONNECTING ROD BEARINGS
- EXHAUST STUDS• FAN BELTS
- FRONT & REAR CRANKSHAFT SEALS
- HAND PRIMING PUMP (IF MOUNTED ON ENGINE)
- LIFTER CLIPS• OIL, OIL FILTERS, FUEL FILTERS
- REQUIRED GASKETS & SEALS• SENSORS & SWITCHES
- TEMPERATURE REGULATOR• THRUST BEARINGS &

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ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
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REVISION TITLE	40% off engine recondition

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

CRANKSHAFT BEARINGS.
• CYLINDER HEAD(S): INCLUDES VALVE GUIDES, EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRINGS SEATS)
• CYLINDER LINER PACKS: INCLUDES LINER, PISTON, RINGS, WRIST PIN & CONNECTING ROD
• ENGINE OIL COOLER• FAN DRIVE• FUEL INJECTION PUMP • FUEL INJECTORS• GOVERNOR• OIL PUMPS
• TIMING ADVANCE• TURBOCHARGER(S): INCLUDES REBEARING & RESEAL,
CLEAN HOUSINGS, NEW GASKETS, SEALS & BOLTS.
OR A CAT REMANUFACTURED CARTRIDGE WHERE AVAILABLE.
• WATER PUMP

INSPECT OR TEST:
THESE ITEMS ARE ADDITIONAL TO
THE COST OF RECONDITION IF THEY DO NOT MEET CAT REUSE GUIDELINES:
• STARTER & ALTERNATOR
• CAMSHAFT, CAMSHAFT ROLLERS & FOLLOWERS
• CRANKSHAFT (INSPECT & POLISH) • CYLINDER BLOCK
• ENGINE MOUNTS• FUEL INJECTION LINES
• HEAT SHIELDS• PISTON SPRAY TUBES
• PULLEYS & DAMPER• GEARS
• RING GEAR• ROCKER ARM ASSEMBLY
• SPACER PLATE & LINER PROTRUSION
• STARTER & ALTERNATOR
• TRANSMISSION & OTHER ATTACHED OIL COOLER
• VIBRATION DAMPER• WIRE HARNESS

TOTAL PARTS	19800.11
LESS 40 % PARTS	-7920.04
TOTAL LABOR	11169.00
TOTAL MISC	1225.00
SEGMENT 12 TOTAL	24274.07

13 MACHINE/GRIND/MILL ENGINE
THIS SEGMENT IS AVERAGE MACHINE SHOP WORK TO THE BLOCK.

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ESTIMATE NUMBER	24806 D
CLIENT ORDER	
CLIENT NUMBER	0054054
DATE	10/08/2015
AGMT/PSO/WO #	
EXPIRATION DATE	11/07/2015
REVISION TITLE	40% off engine recondition

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
		TOTAL PARTS		0.00
		TOTAL LABOR		438.00
		TOTAL MISC		25.00
		SEGMENT 13 TOTAL		463.00

14 HARD PARTS ENGINE
THIS SEGMENT IS FOR A CRANKSHAFT.

ESTIMATE REFLECTS 40% OFF PARTS PER MARKETING PROGRAM FOC-ENG-1440 3.0

1	0R-8195	CRANKSFT AS	5,423.70	5,423.70
1		CORE DEPOSIT	1,019.68	1,019.68
-1		CORE RETURN	1,019.68	-1,019.68
		TOTAL PARTS		5423.70
		LESS 40 % PARTS		-2169.48
		TOTAL LABOR		0.00
		TOTAL MISC		0.00
		SEGMENT 14 TOTAL		3254.22

28 RECONDITION TORQUE CONVERTER
RECONDITION: COMPLETE TEARDOWN, INSPECTION OF ALL PARTS AND REUSE GUIDELINES APPLIED. ALL BEARINGS, SEALS, AND GASKETS ARE REPLACED.
COMPONENT IS REASSEMBLED AND TESTED.

MISC. CHARGES REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK.

TOTAL PARTS	2765.12
TOTAL LABOR	1752.00
TOTAL MISC	1200.00
SEGMENT 28 TOTAL	5717.12

30 CLEAN POWER TRAIN OIL
CLEAN OUT POWERTRAIN OIL SYSTEM

REPLACE POWERTRAIN FILTERS

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QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

REPLACE PT OIL

CLEAN ALL HOSES AND LINES

DISASSEMBLE AND CLEAN BRAKE VALVE

TOTAL PARTS	1745.76
TOTAL LABOR	2190.00
TOTAL MISC	0.00
SEGMENT 30 TOTAL	3935.76

9W CLEAN MACHINE

TOTAL PARTS	0.00
TOTAL LABOR	657.00
TOTAL MISC	0.00
SEGMENT 9W TOTAL	657.00

PC DOCUMENTATION PAPERWORK .
20% PARTS CREDIT FOR ENGINE REBUILD

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	-5190.48
SEGMENT PC TOTAL	-5190.48

EMPIRE CAT

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ESTIMATE NUMBER	24806 D
CLIENT ORDER	
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CATERPILLAR	D7R	0AEC00639	T-12	4008	P014411

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

ENVIRON. FEE	0.00
STATE/COUNTY TAX	1,209.36
CITY/OTHER TAX	335.93
TOTAL ESTIMATE	43,736.42
EXPIRATION DATE	11/07/2015

Client Approval: _____ _____

Signature Date

CONDITIONS:
CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.