

ORIGINAL

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CON-WAL, INC. DBA SOUTHWESTERN SALES COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ⁴ day of *October*, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Con-Wal, Inc., a Mississippi corporation doing business in Arizona as Southwestern Sales Company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 17, 2012, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the Landfill Cover Tarps Contract No. 120445 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 17, 2012, until the date the contract expires on February 28, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 28, 2017. The period of this Agreement is the period from the Effective Date of this Agreement until February 28, 2017.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty-eight thousand dollars (\$38,000) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. 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.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. 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.
9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ernie Ruiz
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-4722

and

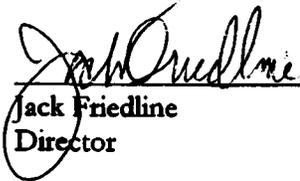
Con-Wal, Inc. dba Southwestern Sales Co.
c/o Julie M. Hines
P.O. Box 1257
Rogers, AR 72757

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:



Jack Friedline
Director

“Contractor”

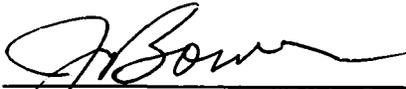
Con-Wal, Inc dba Southwestern Sales Inc.,
a Mississippi corporation

By:



Name: Julie M. Hines
Title: President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CON-WAL, INC. DBA SOUTHWESTERN SALES COMPANY**

**EXHIBIT A
LANDFILL COVER TARPS CONTRACT NO. 120445**

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: OCTOBER 26, 2015

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 2
CQ
CONTRACT OFFICER: JEFF WHITING

THIS CONTRACT IS AMENDED AS FOLLOWS:

LANDFILL COVER TARPS

1. Pursuant to Contract No. 120445, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of March 1, 2016 through February 28, 2017. *
2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

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 Contractor 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.

3. Paragraph 4 of the Special Terms and Conditions section is hereby replaced with the following paragraph:

INSURANCE: The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered 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. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMBDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4123
 ISSUE DATE: OCOTOBBER 26, 2015

CONTRACT NO.: 120445
 CONTRACT AMENDMENT NO.: FOUR (4)
 PAGE 3 of 3
 CQ
 CONTRACT OFFICER: JEPF WHITING

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability: Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability Each Occurrence General Aggregate Per Project Products & Completed Operations Aggregate Personal and Advertising Injury Blanket Contractual Liability	 \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000
II. Commercial Automobile Liability Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	 \$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)* Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit	 Statutory \$1,000,000 \$1,000,000 \$1,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- D. ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMBDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4123
ISSUE DATE: OCOTOBER 26, 2015

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 3 of 3
CQ
CONTRACT OFFICER: JEFF WHITING

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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

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

Julie M. Hines 10/28/15
Signature Date

Julie M. Hines, President

Typed Name and Title

Southwestern Sales Company

Company Name

P.O. Box 1257 Rogers, AR 72756

Address

sharrop@tarpARMOR.com

Email Address

Rogers Arkansas 72757
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 20th DAY
OF November, 2015, AT TUCSON, ARIZONA.

Nathan Aaron

As Director of Procurement and not personally

EXHIBIT A

CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 120445

BID DUE DATE: FEBRUARY 6, 2012, AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR LOBBY, TUCSON, AZ 85701

MATERIAL OR SERVICE: LANDFILL COVER TARPS

PRE-BID CONFERENCE DATE: JANUARY 27, 2012
TIME: 9:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested bidders may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded.

Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd
ISSUE DATE: JANUARY 17, 2012

PRICE PAGE

DESCRIPTIVE LITERATURE: All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

Manufacturer and model number bid must be stated in the bid response. Failure to clearly indicate the manufacturer and model number will be cause for rejection of the item(s).

Description	Est. Annual Quantity	Unit Price	Extended Price
Landfill Cover Tarps, as per requirements	5 Each	\$ 3,935.22	\$19,676.10
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
After July 1, 2012 - Landfill Cover Tarps, as per requirements	Up to 9 Each	\$ 3,935.22	\$35,416.98
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
<u>tarpLOX hardware – 1 yr. ADC tarp – 30 days</u> Standard Manufacturer's Warranty			

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within 21 calendar days after receipt of an order.

SALES TAX PERCENT: 0% (See Instructions to Bidders, Paragraph 8 - Taxes).

CREDIT CARD PAYMENT:

- Will payment be accepted via commercial credit card? Yes No
- a. If yes, can commercial payment(s) be made online? Yes No
- b. Will a third party be processing the commercial credit card payment(s)? Yes No
- c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If "no" to above, will consideration be given to accept the card? Yes No

CITY OF TUCSON BUSINESS LICENSE: Yes No
If yes, please provide a copy of your City of Tucson Business License.

CONTRACT AMENDMENT ①

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
235 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ. 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 897-4103
ISSUE DATE: DECEMBER 10, 2013

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

LANDFILL COVER TARPS

Pursuant to Contract No. 120445, Special Terms and Conditions, Section 2, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of March 1, 2014 through February 28, 2015.

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

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

Ramon D. Harrop 12/11/13
Signature Date

Shannon D. Harrop, Corp. Sec./ OpsMgr

Typed Name and Title

Southwestern Sales Company

Company Name

PO Box 1257, 3221 N. 2nd St.

Address

sharrop@tarparmor.com

Email Address

Rogers AR 72757, 72756
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 12th DAY
OF December, 2013, AT TUCSON, ARIZONA.

[Signature]
As Director of Procurement and not personally

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the invitation for Bid.

For clarification of this offer, contact:

Southwestern Sales Company
Company Name

Name: Shannon Harrop

PO Box 1257, 3221 N. 2nd St.
Address

Title: Corporate Secretary / Operations Manager

Rogers AR 72757
City State Zip

Phone: 479-636-6943


Signature of Person Authorized to Sign

Fax: 479-636-4718

Shannon Harrop
Printed Name

E-mail: sharrop@tamARMOR.com

Corporate Secretary / Operations Manager
Title

ACCEPTANCE OF OFFER

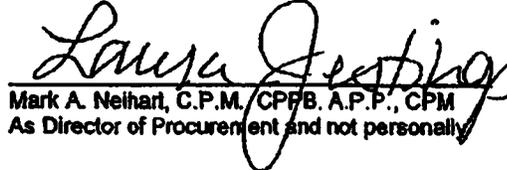
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this 21st day of Feb, 2012.

Awarded this 17 day of February, 2012.


As Tucson City Attorney and not personally


Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: DECEMBER 14, 2014

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 2
CQ
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

LANDFILL COVER TARPS

1. Pursuant to Contract No. 120445, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of March 1, 2015 through February 28, 2016.

→ 2. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

3. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"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."

4. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

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.

SH

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: DECEMBER 14, 2014

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 2 of 2
CQ
CONTRACT OFFICER: KYLE PASEWARK

****THIS PAGE LEFT INTENTIONALLY BLANK****

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

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

Shannon D. Harrop 12/16/14
Signature Date

Shannon D. Harrop, Corporate Secretary
Typed Name and Title

Southwestern Sales Company
Company Name

P.O. Box 1257 Rogers, AR 72757
Address

sharrop@tarparmor.com
Email Address

Rogers Arkansas 72757
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 18th DAY
OF December 2014, AT TUCSON, ARIZONA.

Nathan Gaon
As Director of Procurement and not personally



tarP ARMOR Automated Tarping Machine ADC Tarp with tarpLOX Specification

Fabric Physical Characteristics – 9.4 oz PP

Color	White
Construction	27.8 X 24 Woven Polypropylene
Thickness	30-35 mils (approx.)
Weight	9.4 oz/yd ²
Tensile Strength	535 lbs. warp X 575 lbs. fill (ASTM D-4632)
Tear Strength	195 lbs. warp X 225 lbs. fill (ASTM D-4533)
Puncture	285 lbs. (ASTM D-4833)
Burst Strength	900 p.s.i. Mullen (ASTM D-3786)
U.V. Resistance	80% after 1200 hours (ASTM D-4355)
Flammability	Class "A". Complies with ASTM E-84

Tarp Ballast and Structural Support System

Both sides of the tarp must be finished with side pockets with no less than a 4 inch opening to contain 3/8 inch proof coil lateral chains. The chains shall run continuously the full length of the tarp plus extend two (2) feet additional beyond each end of the tarp to attach to the Automated Tarping Machine (ATM) spindle and/or additional tarps.

Both ends of the tarp shall include five or six (depending on ATM design) straps to attach the tarp to the ATM spindle. The straps shall be constructed from two inch seat belt webbing with a usable length of 24 inches. The straps shall be double folded with Dee ring loops on the end for attaching to the spindle. Each strap shall extend onto the tarp fabric a minimum of 14 inches and be reinforced with a 12 inch by 12 inch patch of base material.

Transverse sleeves shall run across the width of the tarp, spaced no more than twelve feet between sleeves. Each sleeve shall have no less than 4 inch openings to contain the 7/8 inch diameter 6X19 steel cable. The ends of each sleeve shall be reinforced with at least eight inches of RFL fabric turned over with two inches exposed as a cuff. Cables may be installed in each sleeve or every other sleeve depending on site conditions.

The transverse sleeves are to be attached at each fabric panel splice. The panel splice joints shall be spaced no more than 12 feet apart and sewn together with double needle J-Seam construction. Two inch polypropylene seatbelt webbing shall reinforce the sewn seam. All sleeves and stitching shall be on the top side of tarp so no thread is directly exposed to the working surface.

The 7/8 inch cables shall be positively attached to the lateral chains on each end of the cable with a bolted connection. Each end of the cable shall be connected to the lateral chains with 3/8" diameter button head bolts. The bolts shall penetrate through the tarp fabric and chain link to make a positive connection. The bolt must be capped with a heavy fender washer and nylon insert locking nut.

LIMITED WARRANTY

Southwestern Sales Company warrants all Alternative Daily Cover (ADC) materials to be free from defects in material and workmanship under normal use and service for a period of thirty (30) days.

If, during the warranty period, ADC material or components are found to be defective, Southwestern Sales Company will repair or replace, at its option, the defective item(s). Freight charges and labor expenses for installation of the replacement item(s) are not covered in this warranty. Southwestern Sales Company does not warrant ADC fabric against shrinkage and, in the case of black fabric, to be opaque. **THIS REMEDY OF REPAIR OR REPLACEMENT OF DEFECTIVE MATERIAL IS EXCLUSIVE OF ANY OTHER REMEDY THE PURCHASER MIGHT HAVE UNDER LAW AND IS IN LIEU OF ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF IMPLIED WARRANTIES AND SAID INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.**

ALL OTHER WARRANTIES, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE EXPRESS WARRANTY SET OUT ABOVE. No person is authorized to give any other warranties or to assume any other liability on behalf of Southwestern Sales Company unless made in writing by Southwestern Sales Company.

LIMITED WARRANTY

Southwestern Sales Company warrants all tarpLOX Structural Support Components (tarpLOX) to be free from defects in material and workmanship under normal use and service for a period of one (1) year.

If, during the warranty period, tarpLOX components are found to be defective, Southwestern Sales Company will repair or replace, at its option, the defective item(s). Freight charges and labor expenses for installation of the replacement item(s) are not covered in this warranty. Southwestern Sales Company does not warrant ADC fabric against shrinkage and, in the case of black fabric, to be opaque. **THIS REMEDY OF REPAIR OR REPLACEMENT OF DEFECTIVE MATERIAL IS EXCLUSIVE OF ANY OTHER REMEDY THE PURCHASER MIGHT HAVE UNDER LAW AND IS IN LIEU OF ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF IMPLIED WARRANTIES AND SAID INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.**

ALL OTHER WARRANTIES, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE EXPRESS WARRANTY SET OUT ABOVE. No person is authorized to give any other warranties or to assume any other liability on behalf of Southwestern Sales Company unless made in writing by Southwestern Sales Company.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CON-WAL, INC. DBA SOUTHWESTERN SALES COMPANY**

**EXHIBIT B
Scope of Work**

PROJECT

Purchase of landfill cover tarps on an as needed basis for the City Landfill.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CON-WAL, INC. DBA SOUTHWESTERN SALES COMPANY**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$38,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Tucson Contract No. 120445 for the purchase of landfill cover tarps on an as needed basis for the City Landfill.

PRICE PAGE

DESCRIPTIVE LITERATURE: All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

Manufacturer and model number bid must be stated in the bid response. Failure to clearly indicate the manufacturer and model number will be cause for rejection of the item(s).

Description	Est. Annual Quantity	Unit Price	Extended Price
Landfill Cover Tarps, as per requirements	5 Each	\$ 3,935.22	\$19,676.10
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
After July 1, 2012 - Landfill Cover Tarps, as per requirements	Up to 9 Each	\$ 3,935.22	\$35,416.98
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
<u>tarpLOX hardware - 1 yr. ADC tarp - 30 days</u> Standard Manufacturer's Warranty			

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within 21 calendar days after receipt of an order.

SALES TAX PERCENT: 0 % (See Instructions to Bidders, Paragraph 8 - Taxes).

CREDIT CARD PAYMENT:

- Will payment be accepted via commercial credit card? Yes No
- a. If yes, can commercial payment(s) be made online? Yes No
- b. Will a third party be processing the commercial credit card payment(s)? Yes No
- c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
- d. If "no" to above, will consideration be given to accept the card? Yes No

CITY OF TUCSON BUSINESS LICENSE: Yes No
If yes, please provide a copy of your City of Tucson Business License.