

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF ALTERNATIVE DAILY COVER TARPS
BID NO: 13-249
FIRST RENEWAL**

This Amendment is hereby entered into by and between **Southwestern Sales Company, Inc., 3221 North 2nd Street, Rogers AR 72757** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 5, 2013**, under E. O. No. **86429**, (the "Agreement"), for the **Annual Supply of Alternative Daily Cover Tarps, Bid No. 13-249**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 1, 2013 through August 31, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **September 1, 2014 through August 31, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$20,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **September 1, 2014 through August 31, 2015**
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$20,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>21st</u> day of <u>August</u> 2014  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Public Works & Utilities Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	SOUTHWESTERN SALES CO.
By: (Please Sign)	<i>Gerald Barrett</i>
By: (Please Print)	GERALD BARRETT
Title: (Please Print)	SALES & MARKETING MANAGER
Company Address: (Please Print)	P.O. BOX 1257 ROGERS, AR 72757
Company Phone & Fax: (Please Print)	479-636-6943 / 479-636-4718 (FAX)
E-Mail Address: (Please Print)	gbarrette@swsalesco.com
Date: (Please Print)	8/5/14
Contact Person For: "Orders or Service" (Please Print)	GERALD BARRETT
Phone Number: (Please Print)	479-636-6943 OR 479-366-0643 (CELL)

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
of
Alternative Daily Cover Tarps
Bid No. 13-249**

**Southwestern Sales Company, Inc.
3221 North 2nd Street
Rogers, AR 72757
(479)636-6943**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Southwestern Sales Company, Inc., 3221 North 2nd Street, Rogers, AR 72757**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Alternative Daily Cover Tarps, Bid No. 13-249** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$67,096.00 during the contract term without approval.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective September 1, 2013 thru August 31, 2014. The term of the Contract shall be a one (1) year term with option for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 086429

Dated 9-5-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Shawn D. Hays (SEAL)
Secretary

Con-Wal, Inc dba Southwestern Sales Co.
Name of Corporation
PO Box 1257 Rogers, AR 72757-1257
(Address)

By: *Julie M. Hines*
Duly Authorized Official
President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Solid Waste/Wastewater/Public Works/Utilities
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		6001 Bluff Road Landfill Yard Waste Composting Lincoln, NE
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	13-249	Department			
Title	Annual Supply of Alternative Daily Cover Tarps	Building	Suite 200	Contact	
Bid Type	Bid	Floor/Room		Department	
Issue Date	07/19/2013	Telephone	(402) 441-7428	Building	
Close Date	8/2/2013 12:00:00 PM CT	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov	Floor/Room	
				Telephone	
				Fax	
				Email	

Supplier Information

Company	Southwestern Sales Company, Inc.
Address	3221 North 2nd Street P.O. Box 1257 Rogers, AR 72757
Contact	Gerald Barrett, Sales & Marketing Mgr.
Department	
Building	
Floor/Room	
Telephone	1 (479) 636-6943
Fax	1 (479) 636-4718
Email	gbarrett@swsalesco.com
Submitted	7/26/2013 4:47:45 PM CT
Total	\$67,096.00

Signature _____

Supplier Notes

Delivery time of 21 days is based upon City ordering 4 tarps at one time. Delivery time for less than 4 tarps would be less.

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	Gerald Barrett, Sales & Marketing Manager
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	21 days
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
12	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes

13 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	4	EA	40 Foot x 130 Foot Tarp, 9.4 oz. and unballasted	\$3,196.00
Item Notes: Per attached specifications. Estimated quantity of four (4) per year.				
Supplier Notes: Price is for one (1) 40ft x 130ft 9.4oz ADC delivered to zip code 68517. Price does not include chain nor cable for ballast.				
2	4	EA	40 Foot x 150 Foot Tarp, 9.4 oz. and unballasted	\$3,613.00
Item Notes: Per attached specifications. Estimated quantity of four (4) per year.				
Supplier Notes: Price is for one (1) 40ft x 150ft 9.4oz ADC delivered to zip code 68517. Price does not include chain nor cable for ballast.				
3	4	EA	40 Foot x 130 Foot Tarp, 9.4 oz. with chain and cable ballast system, uninstalled	\$4,651.00
Item Notes: Per attached specifications. Estimated quantity of four (4) per year.				
Supplier Notes: Price is for one (1) 40ft x 130ft 9.4oz ADC delivered to zip code 68517 and includes 3/8" coil chain in perimeter and six (6) tarpLOX couplers with 7/8" aircraft cable in cross pockets for ballast.				
4	4	EA	40 Foot x 150 Foot Tarp, 9.4 oz. with chain and cable ballast system, uninstalled.	\$5,314.00
Item Notes: Per attached specifications. Estimated quantity of four (4) per year.				
Supplier Notes: Price is for one (1) 40ft x 150ft 9.4oz ADC delivered to zip code 68517 and includes 3/8" coil chain in perimeter and seven (7) tarpLOX couplers with 7/8" aircraft cable in cross pockets for ballast.				
Response Total:				\$67,096.00

**ANNUAL SUPPLY
OF
ALTERNATIVE DAILY COVER TARPS**

GENERAL REQUIREMENTS:

- 1.1 Tarps shall be specifically designed for use as alternative daily cover in landfills.
 - 1.1.1 Previous purchases have included the Belton Industries, Style 884 woven geotextile fabric and Fabrene, Type RTGPN9N9 woven geotextile fabric.
 - 1.1.2 Previous purchases have included 9.4 oz/yd² (flame/fire resistant) and 12.1 oz/yd² (flame/fire retardant) fabric.
- 1.2 Tarps shall be compatible with use on Tarpomatic equipment.
- 1.3 Tarps shall be 40 feet wide and either 130 foot or 150 foot lengths.
- 1.4 Tarps shall be either white or off-white/light yellow in color.
- 1.5 Tarp edges shall be joined/heat welded to prevent unraveling or fraying during use.
- 1.6 Tarps shall be designed to accommodate perimeter (long dimension) ballasting using 3/8 inch chain and lateral (short dimension) ballasting using 7/8 inch steel cable at 12 foot intervals throughout the length of the tarp.
 - 1.6.1 All chain and cable to be enclosed in heavy-duty sewn pockets when the tarp and ballasting system fully assembled.
 - 1.6.1.1 The 130 foot tarp shall have 11 pockets for the 7/8 inch cable.
 - 1.6.1.2 The 150 foot tarp shall have 13 pockets for the 7/8 inch cable.
 - 1.6.2 Each pocket shall include pull rope (to pull 3/8 inch chain) and 1/8 inch chain (to pull 7/8 inch cable) to allow for field installation of chain and cable ballast.
 - 1.6.3 Tarps shall be shipped unballasted if the 3/8 inch chain and/or the 7/8 inch cable is ordered with the tarps.
- 1.7 Tarps shall include nine straps and "D" clip connectors evenly spaced along both ends (short dimension) for connecting and disconnecting the tarp to the Tarpomatic equipment and for connecting a tarp to another tarp.
- 1.8 All tarps shall be delivered to:

Solid Waste Operations/Bluff Road Landfill
6001 Bluff Road
Lincoln, NE 68517

TARP MATERIALS AND PROPERTIES:

- 2.1 Tarps shall be manufactured from high density polyethylene, coated on both sides with low density polyethylene.
 - 2.1.1 Physical and mechanical properties based on Fabrene® RTGPN9N9 specifications dated May 2012.
- 2.2 Multiple tape construction using a minimum of 23.9 tapes per inch in the warp direction and 16 tapes per inch in the weft direction.
- 2.3 Minimum weight: 9.4 oz square yard excluding ballast. (ASTM D3776)
- 2.4 Minimum thickness: 24 mil. (ASTM D1777 MOD)
- 2.5 Minimum tensile strength: 495 pounds force warp by 342 pounds force weft. (ASTM D751)
- 2.6 Minimum tear strength: 112 pounds force warp / 129 pounds force weft. (ASTM D2261)

- 2.7 Minimum mullen burst strength: 595 pounds per square inch. (ASTM D751)
- 2.8 Minimum water vapor transmission: 0.2 grams/100 in²/24 hours. (ASTM E96 Proc A)
- 2.9 Minimum ultraviolet resistance: 80% after 1200 hours. (ASTM G53)
- 2.10 Flammability: Class A (ASTM E84-94)
- 2.11 Contains ultraviolet inhibitors.
- 2.12 Contains flame retardant additive.

SUPPLEMENTAL INSTRUCTIONS

- 3.1 Bidder shall submit bid documents and all supporting material via e-bid.
- 3.2 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 3.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 3.2.2 The Purchasing Office shall only reply to written inquires received within five (5) calendar days of bid opening.
 - 3.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 3.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

CONTRACT TERM

- 4.1 Upon contract execution by both parties, the contract shall be in effect for a period of one (1) year with the option to renew for three (3) additional one (1) year terms.