

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: SEPTEMBER 29, 2014

CONTRACT NO.: 110051
CONTRACT AMENDMENT NO.: EIGHT (8)
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JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

27 CUBIC YARD CAPACITY AUTOMATED SIDE LOAD BODIES

1. Pursuant to Contract No. 110051, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of October 15, 2014 through October 14, 2015.
2. 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."


3. 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.

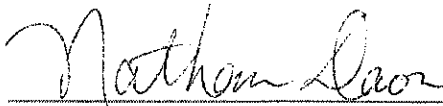
The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that 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.

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

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

 10-7-14
Signature Date
PAUL Campbell President
Typed Name and Title
DADEE mfg
Company Name
1930 W Broadway Rd
Address
pcampbell@dadeemfg.com
Email Address
Phoenix AZ 85041
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 7th DAY
OF October, 2014, AT TUCSON, ARIZONA.


As Director of Procurement and not personally