

1 **CARSON CITY PURCHASING AND CONTRACTS**

2 **201 North Carson Street Suite 3**

3 **Carson City, NV 89701**

4 **775-283-7137 / FAX 887-2107**

5 <http://www.carson.org/Index.aspx?page=998>

6
7 **NOTICE TO BIDDERS**

8 **REQUEST FOR BID #1011-207**

9 **LONG LINE STRIPING PROJECT**

10
11 March 29, 2011

12
13 **PLEASE NOTE:** Carson City has extensively revised this Bid document and all Bidders are
14 advised to read the document thoroughly before submitting a sealed bid.

15
16 **SUMMARY:** Carson City Purchasing and Contracts, on behalf of the Carson City Public
17 Works Department, is accepting sealed bids for placing painted pavement striping on various
18 streets located throughout Carson City. This work consists of, but not limited to, furnishing and
19 placing various widths and types of white and yellow pavement stripes and traffic control. Bids
20 shall be based upon the information provided in this **REQUEST FOR BIDS.**

21
22 **CONTRACTOR'S LICENSE:** Carson City has determined that responsive Bidders must
23 possess a minimum of a Class A Contractor's license, or any combination thereof that qualifies
24 Contractor to perform this work, issued by the Nevada State Contractors' Board at the time
25 they submit their Bid.

26
27 **ADDENDA** are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>. It is each
28 Bidder's responsibility to ensure that they have received all addenda prior to submission of
29 their sealed bid.

30
31 **SEALED BIDS** [one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front
32 outside cover with the number and title of this **REQUEST FOR BID** as well as Bidder's name, address, e-mail
33 address, telephone number, and fax number)] **must be submitted in a sealed**
34 **envelope/package/box** (clearly marked with number and title of this **REQUEST FOR BID** as well as Bidder's
35 name, address, e-mail address, telephone number, and fax number) **to CARSON CITY PURCHASING**
36 **AND CONTRACTS, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 by 2:00**
37 **p.m. on April 19, 2011. Bids received after the date and time set for receipt will be**
38 **rejected and disqualified from consideration.**

39
40 **BID OPENING AND ACKNOWLEDGMENT** will be held publicly at 2:10 p.m. on April 19, 2011
41 at 201 North Carson Street, Carson City, Nevada 89701. A tabulation of the **BID RESPONSES**
42 will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998> within 48 hours.

43

44 **AWARD RECOMMENDATION** will be made by Sandy Scott-Fisher, Purchasing and Contracts
45 Coordinator, and you may contact her at 775-283-7137 or SScott@carson.org after April 20,
46 2011 for that recommendation.

47

48 **APPEAL BY UNSUCCESSFUL BIDDER** must be submitted in writing to Carson City
49 Purchasing and Contracts by 8:30 a.m. on Wednesday, May 4, 2011, and must be compliant to
50 Nevada Revised Statutes Chapter 332.

51

52 **AWARD** will be made by the Carson City Regional Transportation Commission and is
53 scheduled for Wednesday, May 11, 2011 and their decision is final. The Carson City Regional
54 Transportation Commission meeting will be held in the Sierra Room of the Carson City
55 Community Center, 851 E. William Street, Carson City, NV 89701 beginning at 4:30 p.m.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

SCOPE:

Carson City Purchasing and Contracts, on behalf of the Public Works Department, is accepting sealed bids for all labor, materials, tools, and equipment necessary for the Long Line Striping Project which consists of, and is not limited to, furnishing and placing various widths and types of white and yellow pavement stripes. Work also includes traffic control.

No guarantee is given that any specific quantities will be ordered. Quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

Bids shall be based upon the information provided in this **REQUEST FOR BIDS**.

GENERAL:

These **SPECIFICATIONS** shall be considered as the minimum standard acceptable to Carson City. Any deviations, modifications, and/or alternates proposed to the **SPECIFICATIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in the **SPECIFICATIONS**.

The use of the name of a manufacturer in the **SPECIFICATIONS** does not restrict Bidder to that manufacturer's product specifications, unless otherwise stated in this **REQUEST FOR BID**. The reference is used to indicate the principle specifications, operating characteristics, or quality of products which have been approved by Carson City as being acceptable for its use. Bids on equivalent products or other manufacturers will be considered provided they meet the principal operating and service quality requirements of the **SPECIFICATIONS** stated herein including qualitative/quantitative preferences. Carson City will be the sole judge on equivalent quality/quantity and specification allowances/tolerances. Bidder may be required to submit current detailed Product-Application Specifications and related literature, product UL Listing information, and other typical test data on the product(s). This information will be used for evaluation purposes.

All product(s) and/or materials proposed and furnished must comply with the most current O.S.H.A., N.O.S.H.A., E.P.A., Federal, State, and local laws, regulations, ordinances, and/or statutes applicable thereto.

No guarantee is given that any specific quantities will be ordered. Quantities shown are estimates only and Carson City reserves the right to increase or decrease amounts as circumstances may require.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

99 **SPECIAL PROVISIONS:**

100

101 **CARSON CITY WILL:**

102

103 Provide street sweeping ahead of striping.

104

105 Perform daily inspections of areas previously striped.

106

107 Assess Liquidated Damages in the amount of Two Hundred Fifty Dollars and No Cents
108 (\$250.00) per calendar day for failure to complete the work within the time specified.

109

110 Issue a Notice to Proceed that includes a listing of streets to be striped, as well as, the number
111 of days to complete the Work.

112

113 **BIDDER WILL:**

114

115 Contact Rick Beckerdite, Street Operations Manager, or his designee at 775-887-2355 x 1017
116 of 775-720-2550 to schedule street sweeping.

117

118 **DESCRIPTION OF BID ITEMS AND BASIS FOR PAYMENT:**

119

120 **Traffic Control:**

121

122 Measurement for this item will be on a Lump Sum basis.

123

124 Payment for Traffic Control will be made at the Lump Sum price named in the Bid Response,
125 which price shall constitute full compensation for furnishing all labor, tools, equipment and
126 materials necessary for complete traffic control.

127

128 All traffic control shall be in accordance with the Manual of Uniform Traffic Control Devices
129 (MUTCD) 2009 edition including any revision

130

131 **Painted Pavement Striping:**

132

133 Measurement of these items shall be per Linear Foot.

134

135 Painted Pavement Striping 4" Solid White

136 Painted Pavement Striping 4" Skip White

137 Painted Pavement Striping 4" Solid Yellow

138 Painted Pavement Striping 4" Skip Yellow

139 Painted Pavement Striping 4" Double Solid Yellow

140 Painted Pavement Striping 4" Solid Yellow/ 4" Skip Yellow

141 Painted Pavement Striping 6" Solid White

142 Painted Pavement Striping 8" Solid White

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

143 Painted Pavement Striping 8" Mini Skip White
144 Painted Pavement Striping 12" Solid White
145 Painted Pavement Striping 12" Mini Skip White

146

147 Payment for Painted Pavement Striping will be made at the Unit Price named in the Bid
148 Response, which price shall constitute full compensation for furnishing all labor, tools,
149 materials, equipment, and incidentals for doing all work involved, including but not limited to
150 layout, furnishing and installing Nevada Type II Waterborne Paint with glass beads, and all
151 other work for a complete installation as specified here, and as directed by the Project
152 Manager.

153

154 All Painted Pavement Striping shall conform to Waterborne Pavement Striping Technical
155 Specifications contained within the Bid Document.

156

157 Work shall conform to the requirements of Section 214 "PAINT" and Section 324 "PAINTING,
158 PAVEMENT STRIPING AND MARKING" of the Standard Specifications. Pavement markings
159 shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) 2009
160 edition including any Revision.

161

162 Protect the pavement striping and markings from public.

163

164 **Removal of Existing Striping:**

165

166 Measurement for this item shall be per Linear Foot.

167

168 Payment for these items will be made at the unit price named in the Bid Response, which price
169 shall constitute full compensation for mobilization, traffic Control, all other labor, tool,
170 equipment, materials, and incidentals required to perform the Work.

171

172 Removal of existing traffic markings by blasting or grinding. Removal of existing marking so
173 that at least 95% of the underlying pavement is visible. Remove the abrasive material from the
174 pavement surface before the pavement is opened to uncontrolled traffic flow.

175

176 **ELIGIBILITY REQUIREMENTS:**

177

178 **Bidders must:**

179

180 Possess a minimum of a Class A Contractor's license, or any combination thereof that qualifies
181 Contractor to perform this work, issued by the Nevada State Contractors' Board at the time
182 they submit their Bid.

183

184 Provide a minimum of three (3) and a maximum of five (5) public agency references listing
185 similar work performed during the last three (3) years.

186

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

187 **TECHNICAL SPECIFICATIONS:**

188

189 **Waterborne Pavement Striping Specifications:**

190

191 **Description:**

192

193 This work shall consist of applying permanent pavement striping and markings on the
194 completed pavement. Use rapid dry waterborne paint materials for the waterborne pavement
195 striping item shown in the Bid Response.

196

197 **Construction:**

198

199 **General:**

200

201 Perform engineering for the location of the pavement striping according to the drawings,
202 Special Conditions, these specifications, and as directed. The location of striping shall be the
203 striping pattern depicted on the plan sheets or by the Construction Manager.

204

205 Place markings in proper alignment. All striping and pavement markings shall be white
206 except the handicap stall marking which shall be blue. Remove and replace markings not
207 placed in proper alignment or pattern by approved methods (blacking out with paint not
208 acceptable) by Construction Manager.

209

210 Protect the pavement striping and markings from public traffic until dry.

211

212 Painted pavement striping shall be four (4) inches wide unless otherwise noted.

213

214 **Striping Equipment:**

215

216 Use equipment with a system capable of spraying both yellow and white paint, mounted on
217 a truck of sufficient size and stability, and having an adequate power source to produce
218 lines of uniform dimension and prevent application failure. Use equipment capable of
219 placing stripes on the left and right sides and of placing two lines simultaneously with either
220 line in a solid or intermittent pattern in yellow or white, and of applying glass beads at the
221 proper rate. All guns must be in full view of operators at all times. Provide equipment with a
222 metering device to register the accumulated installed footage for each gun, each day.
223 Include at least one operator in each vehicle who is a technical expert in equipment
224 operations and application techniques. Use equipment designed so that the pressure
225 gauges for each pump are constantly visible to the operator at all times during its operation
226 so that any fluctuation and pressure difference can be monitored immediately. Equip each
227 paint tank with a mechanical agitator.

228

229 For rapid dry waterborne traffic paint materials use only equipment designed for water
230 based paints.

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

231

232 After opening containers of rapid dry waterborne traffic paint, maintain a thin layer of water
233 on the surface of the paint during storage to prevent skinning.

234

235 **Application:**

236

237 Rapid Dry Waterborne Traffic Paint. Apply paint to an approved clean and dry surface.

238 Apply by a single application with a machine capable of dispensing beads immediately after
239 paint is applied. Do not use thinner unless otherwise approved.

240

241 Do not apply paint when the ambient air temperature or the pavement temperature is below
242 7°C (45°F).

243

244 Apply Nev.Type II 6050 waterborne paint markings to obtain a twenty-five (25) mils
245 minimum wet thickness, measured without drop-on glass beads.

246

247 Produce markings of uniform thickness and with uniform distribution of glass beads
248 throughout the line width. The width of lines shall be as specified with tolerance of ± one
249 quarter (¼) inch for four (4) inch lines and one half (½) inch for wider lines. Produce
250 markings with sharp edges and cutoff at the ends.

251

252 **Final Acceptance:**

253

254 Final acceptance will be based on satisfactory compliance with these specifications. Work
255 will have a (1) one year warranty.

256

257 **CONTRACT TERM:**

258

259 This Contract shall not become effective until and unless approved by the Carson City
260 Regional Transportation Commission.

261

262 The term of this Contract shall be from May 11, 2011 through July 29, 2016, unless sooner
263 terminated by either party as specified in **Contract Termination**.

264

265 Carson City shall reserve the right to renew this Contract for five (5) years, subject to
266 negotiation.

267

268 Bidder shall guarantee the pricing through June 30, 2011.

269

270 **ESCALATION AND DE-ESCALATION:**

271

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

272 This **REQUEST FOR BID** shall be subject to escalation and/or de-escalation of prices as
273 indicated herein; (i.e., conditions brought about due to market fluctuation may result in such
274 changes). Escalation and/or de-escalation shall be as set forth by the following provisions:
275

276 Base Price:

277

278 For purposes of this **REQUEST FOR BID** and bid / contract award, the base price shall be
279 established by Bidder's **BID RESPONSE**. This price, once the **BID RESPONSE** is opened and
280 bid / contract award made, shall not be changed except as provided by the conditions
281 stipulated herein.
282

283 De-escalation:

284

285 Adjustments decreasing the "Base Price" shall be concurrent with Bidder's price from his
286 supplier(s). Should Bidder have legal access to more than one supplier, he shall be aggressive
287 in his endeavor to obtain the lowest responsive and responsible supplier capable of providing
288 products that meet or exceed the requirements of this **REQUEST FOR BID**. Bidder shall
289 promptly notify Carson City Purchasing and Contracts by telephonic facsimile and e-mail of the
290 adjusted price, product involved, and the date of effect.
291

292 Escalation:

293

294 Adjustments increasing the "Base Price" may be concurrent with Bidder's price from his
295 supplier(s), provided Bidder can substantiate the necessity for such an adjustment, and that it
296 is consistent with market conditions. Should Bidder have legal access to more than one
297 supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and
298 responsible supplier capable of providing products that meet or exceed the requirements of this
299 **REQUEST FOR BID**. Bidder shall promptly notify Carson City Purchasing and Contracts by
300 telephonic facsimile and e-mail of the adjusted price, product involved, and the date of effect.
301 Notification shall be prior to the distribution of, or commitment to distribute, any product(s)
302 affected by such an adjustment.
303

304 In the event, price adjustments are inconsistent with market conditions, and in the opinion of
305 Carson City Purchasing and Contracts, the best interest of the Carson City, would be served
306 by a re-bid to the competitive market, Carson City reserves the right to waive the notification
307 requirements of this agreement and terminate the bid / contract award without regard to the
308 thirty (30) day written notice. The method necessary for such notice of termination shall be at
309 the discretion of Carson City Purchasing and Contracts.
310

311 WARRANTIES AND GUARANTIES:

312

313 Bidder agrees that any warranty or guarantee provided Carson City shall not be considered as
314 the exclusive remedy of Carson City for any default in any respect by Bidder, but such warranty

CARSON CITY PURCHASING AND CONTRACTS SPECIFICATIONS

315 or guarantee shall be considered to be in addition to any right or remedy allowed by this
316 **REQUEST FOR BID**, law, equity, or statute.

317

318 Bidder warrants that all deliverables and work product under this **REQUEST FOR BID** shall
319 be completed in a workmanlike manner consistent with standards in the trade, profession, or
320 industry; shall conform to or exceed the **SPECIFICATIONS**; and shall be fit for ordinary use, of
321 good quality, with no material defects.

322

323 Bidder guarantees that he will have full legal right of all processes, programs, methods, and
324 techniques employed under the performance of this **REQUEST FOR BID**, and agrees to
325 pay all rents, fees, and royalties of every description on any and all patents or patent rights, or
326 copyrights, covering said processes, programs, methods, or techniques. Bidder guarantees to
327 observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and
328 regulations in any way affecting this **REQUEST FOR BID**. Bidder guarantees to comply
329 with all provisions of federal, state, and local regulations to ensure that no employee or
330 applicant for employment is discriminated against because of race, religion, color, sex, sexual
331 preference, marital status, age, handicap, or national origin. Bidder guarantees to be in
332 compliance with Immigration and Naturalization Laws regarding eligibility of their employees or
333 subcontractors to work in the United States. Bidder guarantees that any and all prices which he
334 may charge under the terms of this **REQUEST FOR BID**, do not and will not, violate any
335 existing federal, state, or municipal laws or regulations concerning price discrimination and/or
336 price fixing. Bidder agrees to indemnify, exonerate, and hold Carson City harmless from liability
337 for any such violation now and throughout the term of the bid / contract award.

338

DEFAULT OF CONTRACT:

339

340
341 Should Bidder fail to deliver the product(s) and/or perform the service(s) bid in accordance with
342 this **REQUEST FOR BID**, Carson City may declare Bidder in default of contract and
343 recover all damages, costs and fees (including Attorney's fees) allowable by law.

344

345 In the event of default by Bidder, Carson City may, at its option, pursue one or all of the
346 following alternatives including: procure the product(s) and/or service(s) from another source
347 and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a
348 penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance
349 Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other
350 applicable legal remedies.

351

352 If necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**,
353 they may be accepted and payment shall be made at a proper adjustment in price.

354

355

*** * * END OF SPECIFICATIONS * * ***

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

356 These **TERMS AND CONDITIONS** shall be considered as the minimum standard acceptable
357 to Carson City. Any deviations, modifications, and/or alternates proposed to the **TERMS AND**
358 **CONDITIONS** shall be recorded on the **EXCEPTION SUMMARY**. Failure to do so may be
359 justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number
360 corresponding to the item and a detailed description of the deviation, modification, and/or
361 alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION**
362 **SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described
363 and/or specified in the **TERMS and CONDITIONS**.

364

NOTICE OF RIGHTS:

365

366
367 Carson City reserves the right to accept or reject any or all bids or portions thereof, received by
368 reason of this **REQUEST FOR BID**.

369

370 Carson City shall not be liable for any costs incurred by Bidders prior to the bid / contract
371 award by the Carson City Regional Transportation Commission.

372

373 Carson City reserves the right to waive any irregularities and/or informalities in the submitted
374 **BID RESPONSE**. Should Carson City elect to waive a right it will not constitute an automatic
375 waiver of that right in the future nor will it impact any other right or remedy.

376

377 Carson City reserves the right to accept or reject any or all deviations, modifications and/or
378 alternates offered, based solely on the value of said deviations, modifications and/or alternates
379 to Carson City.

380

381 Carson City reserves the right to require such surety as may be deemed necessary for the
382 protection of Carson City or to ensure the satisfactory performance of Bidder in accordance
383 with this **REQUEST FOR BID**.

384

385 Carson City reserves the right to withhold bid / contract award for a period of sixty (60)
386 calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is
387 indicated on page one of this **REQUEST FOR BID**.

388

389 Carson City reserves the right to award in whole or in part, by item, group of items, or by
390 section where such action would serve Carson City's best interest. However, Bidder may
391 record in the **EXCEPTION SUMMARY** that his **BID RESPONSE** must be awarded by Carson
392 City on the basis of "**ALL OR NOTHING**".

393

394 Carson City reserves the right to issue a Notice of Award or Contract document without further
395 discussion or negotiations with Bidder provided the bid / contract award is made within sixty
396 (60) calendar days from the date set for **BID OPENING AND ACKNOWLEDGMENT** which is
397 indicated on page one of this **REQUEST FOR BID**.

398

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

399 Carson City reserves the right to require Bidder to provide an on-site demonstration at no cost
400 to Carson City.

401

SALES/USE TAX EXEMPT STATUS:

403

404 Pursuant to Nevada Revised Statute 372.325 and related statutes, CARSON CITY
405 CONSOLIDATED MUNICIPALITY has been granted sales/use tax exempt status. Direct
406 purchase of tangible personal property made by CARSON CITY CONSOLIDATED
407 MUNICIPALITY is exempt from sales/use tax.

408

JOINDER OR MUTUAL USE OF CONTRACT:

410

411 Pursuant to Nevada Revised Statute 332.195 (1), local governments and the State of Nevada
412 may join or use the contracts of local governments located within or outside this State with the
413 authorization of the contracting vendor. Carson City is not liable for the obligations of the
414 governmental entity which joins or uses this Contract. Carson City shall be held harmless in
415 any and all transactions between the successful bidder and other participating governmental
416 entities.

417

QUESTIONS:

418

419 All questions must be directed, in writing via e-mail, to Sandy Scott-Fisher, Purchasing and
420 Contracts Coordinator SScott@carson.org, at least five (5) working days prior to the date set
421 for **BID OPENING AND ACKNOWLEDGMENT** which is indicated on page one of this
422 **REQUEST FOR BID**.

423

424
425 You must indicate that these questions pertain to **REQUEST FOR BID #1011-207**. You
426 must indicate what line number(s) your question(s) references. You must provide a contact
427 person, their title, their e-mail address, their telephone number, and their fax number.

428

429 Questions and answers will be posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>
430 at least three (3) working days prior to the date set for **BID OPENING AND**
431 **ACKNOWLEDGMENT** which is indicated on page one of this **REQUEST FOR BID**.

432

433 Any communication with other Carson City personnel regarding this **REQUEST FOR BID**
434 may result in the rejection of your firm's **BID RESPONSE**.

435

REQUEST FOR BID ERRORS:

437

438 Bidders shall notify Sandy Scott-Fisher, Purchasing and Contracts Coordinator, in writing via e-
439 mail, of any perceived conflicts, errors, or discrepancies in this **REQUEST FOR BID** as
440 soon as possible so that corrective addenda may be furnished to all Bidders. Any addenda

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

441 issued prior to the date and time set for the receipt of **SEALED BIDS** which is indicated on
442 page one of this **REQUEST FOR BID** shall be made part of this **REQUEST FOR BID**.
443 All addenda must be signed, placed in date and time order, submitted, and marked as
444 "**EXHIBIT A**". Failure to do so may be justification for rejection of the **BID RESPONSE**.
445

446 All addenda are posted on Carson City's website <http://www.carson.org/Index.aspx?page=998>.
447 It is each Bidder's responsibility to ensure that they have received all addenda prior to
448 submission of their sealed bid.
449

450 **TELEPHONE:**

451
452 Bidder shall maintain telephone service such that Carson City may contact or leave a message
453 for Bidder at any time. Bidder shall provide advance notice to Carson City Purchasing and
454 Contracts of any change in telephone number.
455

456 **BID RESPONSE, CONTRACT, AND DISPOSITION:**

457
458 The contents of the **BID RESPONSE** including all **EXHIBITS** submitted by Bidder and
459 accepted by Carson City shall become part of the contractual obligation and incorporated by
460 reference into any ensuing Contract. All bids shall become the property of Carson City and
461 shall not be returned to Bidder. Any information submitted in the **BID RESPONSE** that Bidder
462 desires to be held proprietary shall be labeled as such. Carson City Purchasing and Contracts
463 shall make the final determination regarding which information, if any, shall be held proprietary
464 pursuant to Nevada Revised Statutes 332.025 and 332.061.
465

466 **PREPARATION OF BID RESPONSE:**

467
468 Bid must be prepared on the **BID RESPONSE** form supplied by Carson City Purchasing and
469 Contracts in accordance with this **REQUEST FOR BID**. All expenses incurred as a result of
470 **BID RESPONSE** preparation shall be the responsibility of Bidder and shall not be chargeable
471 to Carson City.
472

473 In the upper right hand corner of the **BID RESPONSE** including all exhibits, Bidder shall initial
474 and date each page. Failure to do so may be justification for rejection of the **BID RESPONSE**.
475

476 Bidder shall respond to each item listed on the **BID RESPONSE**. If additional space is required
477 to respond to an item, Bidder shall indicate on company letterhead the item number as well as
478 the additional information to be provided and mark as "**Exhibit B**". Supplemental materials
479 may be provided and shall be marked as "**Exhibit C**". All the blank spaces shall be completed.
480

481 Bidders are expected to examine all documents of this **REQUEST FOR BID**. Failure to do
482 so will be at Bidder's risk.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

483
484 Bidders are urged to proofread their **BID RESPONSE** carefully for any errors. Failure to do so
485 will be at Bidder's risk.

486
487 Numbers shall be stated in both figures and in writing. In the event of a difference between
488 written words and figures, the amount stated in written words shall govern and the amount will
489 be corrected accordingly. In the case of a difference between a unit price and the extended
490 price, the unit price shall govern and the amount will be corrected accordingly.

491
492 Erasures and other changes must be initialed in blue ink by the person signing this **BID**
493 **RESPONSE**.

494
495 The original **BID RESPONSE** shall contain all original signatures where required. Signatures
496 shall be signed in longhand by an individual duly authorized to commit Bidder. An unsigned
497 **BID RESPONSE** may be disqualified.

498 499 **Order of Documents:**

500
501 The items shall be placed in the following order. Bids may be disqualified from further
502 consideration if Bidder does not conform to this requirement.

503 504 **1st - BID RESPONSE**

505
506 **2nd - "Exhibit A"** – All addenda must be signed and placed in date and time order.

507
508 **3rd - "Exhibit B"** – **BID RESPONSE** additional space on company letterhead.

509
510 **4th - "Exhibit C"** - Supplemental materials.

511
512 **5th - "Exhibit D"** – **EXCEPTION SUMMARY** additional space on company letterhead.

513 514 **SEALED BIDS:**

515
516 Bidder shall submit their **SEALED BID** to **CARSON CITY PURCHASING AND CONTRACTS,**
517 201 North Carson Street Suite 3, Carson City, NV 89701 by the date and time set for receipt of
518 **SEALED BIDS** which is indicated on page one of this **REQUEST FOR BID**.

519
520 The **SEALED BID** shall consist of

521
522 one (1) original **BID RESPONSE** which includes all exhibits (clearly marked on the front
523 outside cover as the original with the number and title of this **REQUEST FOR BID** as
524 well as Bidder's name, address, e-mail address, telephone number, and fax number); and
525 placed in a sealed envelope/package/box (clearly marked with number and title of this

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

526 **REQUEST FOR BID** as well as Bidder's name, address, e-mail address, telephone
527 number, and fax number).

528

529 Carson City will not be responsible for the premature opening of a bid not properly addressed
530 or identified.

531

532 It is Bidder's sole responsibility to see that their **BID RESPONSE** is received at the place, date,
533 and time specified. Carson City assumes no responsibility for errant delivery of any **BID**
534 **RESPONSE** relegated to a courier agent who fails to deliver in accordance with the specified
535 receiving point and time herein stated.

536

537 A **BID RESPONSE** received after the date and time set for receipt will be rejected and
538 disqualified from consideration.

539

540 A **BID RESPONSE** that is sent by telephone, facsimile, or e-mail shall not be accepted and will
541 be disregarded if received.

542

543 **MODIFICATION OF BIDS:**

544

545 Bids may be modified by written notice received by Carson City Purchasing and Contracts prior
546 to the date and time set for receipt of **SEALED BIDS** which is indicated on page one of this
547 **REQUEST FOR BID**. Notice of modification by telephone, facsimile, or e-mail will not be
548 accepted and will be disregarded if received. Notice of modification received after the date and
549 time set for receipt of **SEALED BIDS** will not be considered.

550

551 **WITHDRAWAL OF BIDS:**

552

553 Bids may be withdrawn without penalty by written notice received by Carson City Purchasing
554 and Contracts prior to the date and time set for receipt of **SEALED BIDS** which is indicated on
555 page one of this **REQUEST FOR BID**. Notice of withdrawals by telephone, facsimile, or e-
556 mail will not be accepted and will be disregarded if received. Notice of withdrawals received
557 after the date and time set for receipt of **SEALED BIDS** will not be considered.

558

559 **BID EVALUATION:**

560

561 The evaluation of bids and the determination as to the quality of the product(s) and/or
562 service(s) offered shall be the responsibility of Carson City and will be based on information
563 furnished by Bidder as well as other information obtained. Responses to this **REQUEST**
564 **FOR BID** will be the primary source of information used in the evaluation process.

565

566 Carson City reserves the right to perform an investigation to determine the ability of Bidder to
567 perform in accordance with the provisions of this **REQUEST FOR BID**. Carson City may

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

568 contact any current users of a Bidder's product(s) and/or service(s); solicit information from any
569 available source concerning any aspect of the bid; and seek and review any other information it
570 deems pertinent to the evaluation process.

571

572 Carson City reserves the right to meet with bidders to discuss or clarify their **BID**
573 **RESPONSES**, to request additional information, and to allow corrections of errors or
574 omissions. All expenses incurred as a result of said meeting shall be the responsibility of
575 Bidder and shall not be chargeable to Carson City.

576

577 Deviations, modifications, and/or alternates to this **REQUEST FOR BID** shall be given
578 consideration in the evaluation process, provided each deviation, modification and/or alternate
579 shall be recorded on the **EXCEPTION SUMMARY**.

580

COLLUSION:

581

582 Pursuant to Nevada Revised Statute 332.820 (1), any agreement or collusion among bidders
583 or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price,
584 or otherwise, shall render the bids of such bidders void.

585

ADVANCE DISCLOSURES:

586

587 Pursuant to Nevada Revised Statute 332.820 (2), advance disclosures of proprietary
588 information or any other information to any particular bidder which would give that particular
589 bidder any advantage over any other interested bidder in advance of the opening of bids,
590 whether in response to advertising or an informal request for bids, made or permitted by a
591 member of the governing body or an employee or representative thereof, shall operate to void
592 all bids received in response to that particular request for bids.

593

REJECTION OF BID:

594

595 Pursuant to Nevada Revised Statute 332.075, any or all bids received in response to a request
596 for bids may be rejected by the governing body or its authorized representative if such
597 governing body or its authorized representative determines that any such bidder is not
598 responsive or responsible or that the quality of the services, supplies, materials, equipment or
599 labor offered does not conform to requirements or if the public interest would be served by
600 such a rejection.

601

AWARD OF CONTRACT:

602

603 Carson City will award the bid / contract to the lowest responsive and responsible bidder(s), as
604 determined by Carson City pursuant to the provisions of Chapter 332 of the Nevada Revised
605 Statutes.

606

607

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609

610

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

611 Pursuant to Nevada Revised Statute 332.065 (1), the lowest responsive and responsible may
612 be judged on the basis of (a) Price; (b) Conformance to the specifications; (c) Qualifications,
613 (d) Past performance; (e) Performance or delivery date; (f) Quality and utility of services,
614 supplies, materials, or equipment offered and the adaptability of those services, supplies,
615 materials or equipment to the required purpose of the contract; (g) The best interest of the
616 public; and (h) Such other criteria as may be set forth by the governing body or its authorized
617 representative in the advertisement or request for bids, as applicable, that pertains to the
618 contract.

619
620 Pursuant to Nevada Revised Statute 332.065 (2), the governing body or its authorized
621 representative (a) shall give preference to recycled products if: (1) The product meets the
622 applicable standards; (2) The product can be substituted for a comparable nonrecycled
623 product; and (3) The product costs no more than a comparable nonrecycled product.

624
625 Pursuant to Nevada Revised Statute 332.085, in determining the responsibility of any bidder,
626 the governing body or its authorized representative shall consider the possession of and limit
627 on any required license of the bidder; and may consider the financial responsibility of the
628 bidder; experience of the bidder; adequacy of the equipment of the bidder; past performance of
629 the bidder; performance or delivery date; and ability of the bidder to perform the contract.

630
631 Prompt payment discounts will be considered in bid / contract award recommendation only if
632 discount period is fifteen (15) or more calendar days. Discount period will be computed from
633 the date Carson City acknowledges that the delivery and/or performance meets the
634 requirements of this **REQUEST FOR BID** or from the date the correct invoice is received by
635 the appropriate Carson City department/division accounts payable clerk, whichever is the latter
636 date. Payment is deemed to be made on the date payment is mailed to Bidder.

637
638 Should identical low, responsive and responsible bids be received from two (2) or more
639 Bidders; Sandy Scott-Fisher, Purchasing and Contracts Coordinator, shall notify all parties
640 involved in the tie and may, at her option, exercise one of the following tie breaking methods
641 unless another alternative is apparent and prudent: (1) Tie Bid (two vendors): The Purchasing
642 and Contracts Coordinator with a witness present, may flip a coin with heads representing
643 Bidder whose tie bid was first received by Carson City. If the toss is heads, the
644 recommendation will be to this Bidder; if tails, the recommendation will be made in favor of the
645 second tied Bidder. (2) Tie Bid (two or more vendors): Should there be two or more low,
646 responsive and responsible tie bids where representatives of Bidders wish to participate in the
647 tie breaking process, the Purchasing and Contracts Coordinator shall set a mutually agreed
648 upon time where, in her office, she shall shuffle a new deck of playing cards and have each
649 Bidder's representative cut the cards. The tie Bidder who cuts the highest card (with Ace high)
650 shall be recommended for bid / contract award.

651
652 A Notice of Award or Contract mailed or otherwise furnished by Carson City Purchasing and
653 Contracts to Bidder is a binding contract without further action by either party.

654

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

655 Pursuant to Nevada Revised Statute 332.095, no contract awarded may be assigned to any
656 other person without the consent of the governing body or its authorized representative. No
657 contract awarded or any portion thereof may be assigned to any person who was declared by
658 the governing body or its authorized representative not to be a responsible person to perform
659 the particular contract.

660

661 Bidders will receive written notification of the Bidder(s) who has been recommended to be
662 awarded this **REQUEST FOR BID**.

663

664 Pursuant to Nevada Revised Statute 332.065 (3), if after the lowest responsive and
665 responsible bidder has been awarded the contract, during the term of the contract he does not
666 supply goods or services in accordance with the bid specifications, or if he repudiates the
667 contract, the governing body or its authorized representative may reaward the contract to the
668 next lowest responsive and responsible bidder without requiring that new bids be submitted.
669 Reawarding the contract to the next lowest responsive and responsible bidder is not a waiver
670 of any liability of the initial bidder awarded the contract.

671

APPEAL BY UNSUCCESSFUL BIDDER:

672

673
674 Pursuant to Nevada Revised Statute 332.068, a person who submits a bid on a contract that is
675 required to be advertised pursuant to paragraph (a) subsection 1 of Nevada Revised Statute
676 332.039 may, after the bids are opened and within the period specified by the governing body
677 or its authorized representative, file with the governing body or its authorized representative a
678 notice of protest regarding the awarding of the contract.

679

680 Should an unsuccessful Bidder choose to appeal the recommendation, Bidder shall do so by
681 providing a notice of protest which must include a written statement setting forth with specificity
682 the reasons the person filing the notice believes the applicable provisions of law were violated
683 to Sandy Scott-Fisher, Purchasing and Contracts Coordinator, by not later than five (5) working
684 days prior to the date scheduled for **AWARD** which is indicated on page one of this
685 **REQUEST FOR BID**.

686

687 A person filing a notice of protest may be required by the governing body or its authorized
688 representative, at the time the notice of protest is filed, to post a bond with a good and solvent
689 surety authorized to do business in this State or submit other security, in a form approved by
690 the governing body or its authorized representative, to the governing body or its authorized
691 representative who shall hold the bond or other security until a determination is made on the
692 protest. A bond posted or other security submitted with a notice of protest must be in an
693 amount equal to the lesser of: Twenty-Five percent (25%) of the total value of the bid
694 submitted by the person filing the notice of protest; or Two Hundred Fifty Thousand Dollars
695 (\$250,000.00).

696

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

697 A notice of protest filed in accordance with the provisions of this section operates as a stay of
698 action in relation to the awarding of any contract until a determination is made by the governing
699 body or its authorized representative on the protest.

700

701 A person who submits an unsuccessful bid may not seek any type of judicial intervention until
702 the governing body or its authorized representative has made a determination on the protest
703 and awarded the contract.

704

705 A governing body or its authorized representative is not liable for any costs, expenses,
706 attorney's fees, loss of income or other damages sustained by a person who submits a bid,
707 whether or not the person files a notice of protest pursuant to this section.

708

709 If the protest is upheld, the bond posted or other security submitted with the notice of protest
710 must be returned to the person who posted the bond or submitted the security. If the protest is
711 rejected, a claim may be made against the bond or other security by the governing body or its
712 authorized representative in an amount equal to the expenses incurred by the governing body
713 or its authorized representative because of the unsuccessful protest. Any money remaining
714 after the claim has been satisfied must be returned to the person who posted the bond or
715 submitted the security.

716

717 No protest shall be considered unless these procedures have been followed.

718

TIMELINESS OF BILLING SUBMISSION:

719

720
721 The parties agree that timeliness of billing is of the essence to the bid / contract award and
722 recognize that Carson City is on a fiscal year which is defined as the period beginning July 1
723 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be
724 submitted to Carson City no later than the first Friday in August of the same year. A billing
725 submitted after the first Friday in August will subject Bidder to an administrative fee not to
726 exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs
727 to Carson City of processing the billing as a stale claim and that this amount will be deducted
728 from the stale claim payment due to Bidder.

729

PAYMENT:

730

731
732 Carson City agrees to provide payment to Bidder within thirty (30) calendar days from the date
733 Carson City acknowledges that the delivery and/or performance meets the requirements of this
734 **REQUEST FOR BID** or from the date the correct, complete, and descriptive invoice in the
735 awarded amount is received by the appropriate Carson City department/division accounts
736 payable clerk, whichever is the latter date.

737

738 Discount period will be computed from the date Carson City acknowledges that the delivery
739 and/or performance meets the requirements of this **REQUEST FOR BID** or from the date

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

740 the correct, complete, and descriptive invoice is received by the appropriate Carson City
741 department/division accounts payable clerk, whichever is the latter date. Payment is deemed to
742 be made on the date payment is mailed to Bidder.

743

744 **PRICE REDUCTIONS:**

745

746 In the event that during the term of the bid / contract award Bidder shall reduce any or all
747 prices charged to any or all customers other than Carson City for the same product(s) and/or
748 service(s) of the equivalent quantity, quality, delivery, performance and warranty, as said
749 product(s) and/or service(s) specified herein, Bidder shall make an equivalent reduction for
750 Carson City.

751

752 **LIQUIDATED DAMAGES:**

753

754 Liquidated damages shall not cover or preclude Carson City from claiming and collecting
755 damages on account of delay, price changes, loss of other contracts, loss of income, and the
756 inability of Carson City to fulfill other damages direct or consequential arising out of the failure
757 of Bidder to perform under the terms, conditions and requirements of this **REQUEST FOR**
758 **BID.**

759

760 **NOTICE:**

761

762 All notices or other communications required or permitted to be given under this **REQUEST**
763 **FOR BID** shall be in writing and shall be deemed to have been duly given if delivered
764 personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with
765 simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the
766 date posted, and addressed to the other party at the address specified below.

767

768 Notice to Bidder shall be addressed to the contact person listed in **BIDDER INFORMATION.**

769

770 Notice to Carson City shall be addressed to:

771

772 Carson City Purchasing and Contracts
773 Sandy Scott-Fisher, Purchasing and Contracts Coordinator
774 201 North Carson Street Suite 3
775 Carson City, NV 89701
776 775-283-7137 / FAX 887-2107
777 SScott@carson.org

778

779 **CONTRACT TERMINATION:**

780

781 **Termination Without Cause:**

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

782

783 Any discretionary or vested right of renewal notwithstanding, this **REQUEST FOR BID** may
784 be terminated upon written notice by mutual consent of both parties or unilaterally by either
785 party without cause.

786

Termination for Nonappropriation:

788

789 Nevada Revised Statute 360.800 (1) (a) provides for the termination if the governing body fails
790 to appropriate money for the ensuing fiscal year for payment of the amounts then due. Carson
791 City may terminate this Contract, and Bidder waives any and all claim(s) for damages, effective
792 immediately upon receipt of written notice (or any date specified therein) if for any reason the
793 funding is not appropriated or is withdrawn, limited, or impaired.

794

Cause Termination for Default or Breach:

796

797 A default or breach may be declared with or without termination. This bid / contract award may
798 be terminated by either party upon seven (7) calendar days written notice of default or breach
799 to the other party as follows: (1) If Bidder fails to provide or satisfactorily perform any of the
800 conditions, work, deliverables, goods, or services called for by this **REQUEST FOR BID**
801 within the time requirements specified in this **REQUEST FOR BID** or within any granted
802 extension of those time requirements; or (2) If any state, county, city or federal license,
803 authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or
804 regulation to be held by Bidder to provide the goods or services required by this **REQUEST**
805 **FOR BID** is for any reason denied, revoked, debarred, excluded, terminated, suspended,
806 lapsed, or not renewed; or (3) If Bidder becomes insolvent, subject to receivership, or becomes
807 voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or (4) If Carson
808 City materially breaches any material duty under this **REQUEST FOR BID** and any such
809 breach impairs Bidder's ability to perform; or (5) If it is found by Carson City that any quid pro
810 quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered
811 or given by Bidder, or any agent or representative of Bidder, to any officer or employee of
812 Carson City with a view toward securing a contract or securing favorable treatment with
813 respect to awarding, extending, amending, or making any determination with respect to the
814 performing of such contract; or (6) If it is found by Carson City that Bidder has failed to disclose
815 any material conflict of interest relative to the performance of this **REQUEST FOR BID**.

816

Time to Correct:

818

819 Termination upon a declared default or breach may be exercised only after service of formal
820 seven (7) calendar days written notice, and the subsequent failure of the defaulting party within
821 five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party,
822 showing that the declared default or breach has been corrected.

823

Winding Up Affairs Upon Termination:

824

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

825

826 In the event of termination of this bid / contract award for any reason, the parties agree that the
827 provisions of this paragraph survive termination: (1) the parties shall account for and properly
828 present to each other all claims for fees and expenses and pay those which are undisputed
829 and otherwise not subject to set off under this bid / contract award. Neither party may withhold
830 performance of winding up provisions solely based on nonpayment of fees or expenses
831 accrued up to the time of termination; (2) Bidder shall satisfactorily complete work in progress
832 at the agreed rate (or a pro rata basis if necessary) if so requested by Carson City; (3) Bidder
833 shall execute any documents and take any actions necessary to effectuate an assignment of
834 this bid / contract award if so requested by Carson City; (4) Bidder shall preserve, protect, and
835 promptly deliver into Carson City's possession all proprietary information in accordance with
836 **Carson City Ownership of Proprietary Information.**

837

REMEDIES:

838

839
840 Except as otherwise provided for by law or this **REQUEST FOR BID**, the rights and
841 remedies of the parties shall not be exclusive and are in addition to any other rights and
842 remedies provided by law or equity, including, without limitation, actual damages, and to a
843 prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a
844 lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount
845 of recoverable attorney's fees shall not exceed the rate of \$125 per hour. Carson City may set
846 off consideration against any unpaid obligation of Bidder to Carson City.

847

LIMITED LIABILITY:

848

849
850 Carson City will not waive and intends to assert available Nevada Revised Statutes Chapter 41
851 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive
852 damages. Liquidated damages shall not apply unless otherwise specified in the incorporated
853 attachments. Damages for any Carson City breach shall never exceed the amount of funds
854 appropriated for payment under this **REQUEST FOR BID**, but not yet paid to Bidder, for the
855 fiscal year budget in existence at the time of the breach. Bidder's tort liability shall not be
856 limited.

857

FORCE MAJEURE:

858

859
860 Neither party shall be deemed to be in violation of this **REQUEST FOR BID** if it is prevented
861 from performing any of its obligations hereunder due to strikes, failure of public transportation,
862 civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God,
863 including, without limitation, earthquakes, floods, winds, or storms. In such an event the
864 intervening cause must not be through the fault of the party asserting such an excuse, and the
865 excused party is obligated to promptly perform in accordance with the terms of the bid /
866 contract award after the intervening cause ceases.

867

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

INDEMNIFICATION:

To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

Except as otherwise provided below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with: a written request for a legal defense for such pending claim(s) or cause(s) of action; and a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

INDEPENDENT CONTRACTOR:

An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

It is mutually agreed that Bidder is associated with Carson City only for the purposes and to the extent specified in this **REQUEST FOR BID**, and in respect to performance of the contracted services pursuant to this **REQUEST FOR BID**. Bidder is and shall be an independent contractor and, subject only to the terms of this **REQUEST FOR BID**, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this **REQUEST FOR BID**.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

911

912 Nothing contained in this **REQUEST FOR BID** shall be deemed or construed to create a
913 partnership or joint venture, to create relationships of an employer-employee or principal-agent,
914 or to otherwise create any liability for Carson City whatsoever with respect to the indebtedness,
915 liabilities, and obligations of Bidder or any other party.

916

917 Bidder shall indemnify and hold Carson City harmless from, and defend Carson City against,
918 any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or
919 incurred in any way because of, but not limited to, Bidder's obligations or legal duties regarding
920 any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to
921 work, to any third party, subcontractor, employee, state, local or federal governmental entity.

922

923 Neither Bidder nor its employees, agents, or representatives shall be considered employees,
924 agents, or representatives of Carson City.

925

926 **INSURANCE REQUIREMENTS:**

927

928 Bidder, as an independent contractor and not an employee of Carson City, must carry policies
929 of insurance in amounts specified and pay all taxes and fees incident hereunto. Carson City
930 shall have no liability except as specifically provided in the **REQUEST FOR BID**.

931

932 Bidder shall not commence work before: (1) Bidder has provided the required evidence of
933 insurance to Carson City Purchasing and Contracts within ten (10) calendar days of the
934 issuance of the Notice of Award, (2) Carson City Purchasing and Contracts has approved the
935 insurance policies provided by Bidder, and (3) Carson City Purchasing and Contracts has
936 issued the Notice to Proceed.

937

938 Prior approval of the insurance policies by Carson City shall be a condition precedent to any
939 payment of consideration under this **REQUEST FOR BID** and Carson City's approval of
940 any changes to insurance coverage during the course of performance shall constitute an
941 ongoing condition subsequent this **REQUEST FOR BID**. Any failure of the Carson City to
942 timely approve shall not constitute a waiver of the condition.

943

944 **Insurance Coverage:**

945

946 Bidder shall, at Bidder's sole expense, procure, maintain and keep in force for the duration of
947 the **REQUEST FOR BID** the following insurance conforming to the minimum requirements
948 specified below. Unless specifically specified herein or otherwise agreed to by Carson City, the
949 required insurance shall be in effect prior to the commencement of work by Bidder and shall
950 continue in force as appropriate until the latter of: (1) Final acceptance by Carson City of the
951 completion of this **REQUEST FOR BID**; or (2) Such time as the insurance is no longer
952 required by Carson City under the terms of this **REQUEST FOR BID**.

953

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

954 Any insurance or self-insurance available to Carson City shall be in excess of and non-
955 contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on
956 a primary basis. Until such time as the insurance is no longer required by Carson City, Bidder
957 shall provide Carson City with renewal or replacement evidence of insurance no less than thirty
958 (30) calendar days before the expiration or replacement of the required insurance. If at any
959 time during the period when insurance is required by the **REQUEST FOR BID**, an insurer or
960 surety shall fail to comply with the requirements of this **REQUEST FOR BID**, as soon as
961 Bidder has knowledge of any such failure, Bidder shall immediately notify Carson City and
962 immediately replace such insurance or bond with an insurer meeting the requirements.
963

964 **General Requirements:**

965
966 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City
967 Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a
968 certificate holder.
969

970 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by
971 Bidder, The City and County of Carson City, Nevada, its officers, employees and immune
972 contractors shall be named as additional insureds for all liability arising from the **REQUEST**
973 **FOR BID.**
974

975 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of
976 subrogation as to additional insureds.
977

978 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be
979 achieve under the standard ISO separation of insureds clause.
980

981 **Deductibles and Self-Insured Retentions:** Insurance maintained by Bidder shall apply on a
982 first dollar basis without application of a deductible or self-insured retention unless otherwise
983 specifically agreed to by Carson City. Such approval shall not relieve Bidder **OR** from the
984 obligation to pay any deductible or self-insured retention. Any deductible or self-insured
985 retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Carson City.
986

987 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium,
988 each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior
989 written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-
990 renewed or coverage and /or limits reduced or materially altered, and shall provide that notices
991 required by this paragraph shall be sent by certified mail to the address shown.
992

993 **Approved Insurer:** Each insurance policy shall be: (1) Issued by insurance companies
994 authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to
995 the State and having agents in Nevada upon whom service of process may be made, and (2)
996 currently rated by A.M. Best as "A-VII" or better.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

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Evidence of Insurance: Prior to commencement of work, Bidder must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701: (1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of Bidder. (2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of Carson City as an additional insured. (3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by Bidder. Neither approval by Carson City nor failure to disapprove the insurance furnished by Bidder shall relieve Bidder of Bidder's full responsibility to provide the insurance required by this **REQUEST FOR BID**. Compliance with the insurance requirements of this **REQUEST FOR BID** shall not limit the liability of Bidder or its sub-contractors, employees or agents to Carson City or others, and shall be in addition to and not in lieu of any other remedy available to Carson City under this **REQUEST FOR BID** or otherwise. Carson City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

COMMERCIAL GENERAL LIABILITY INSURANCE:

Minimum Limits required:

Two Million Dollars (\$2,000,000.00) - General Aggregate

Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate

One Million Dollars (\$1,000,000.00) - Each Occurrence

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Minimum Limit required:

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1040

1041 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

1042

1043 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy
1044 shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If
1045 necessary, the policy shall be endorsed to provide contractual liability coverage.

1046

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1047

1048 Bidder shall provide workers' compensation insurance as required by Nevada Revised Statutes
1049 Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit
1050 of \$500,000 each employee per accident for bodily injury by accident or disease.

1051

1052 Bidder may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that
1053 Bidder is a sole proprietor; that Bidder will not use the services of any employees in the
1054 performance of this **REQUEST FOR BID**; that Bidder has elected to not be included in the
1055 terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive;
1056 and that Bidder is otherwise in compliance with the terms, conditions, and provisions of
1057 Nevada Revised Statutes Chapters 616A-616D, inclusive.

1058

BUSINESS LICENSE:

1059

1060 Bidder shall procure a Carson City business license within ten (10) calendar days of the
1061 issuance of the Notice of Award.

1062

1063 Bidder shall not commence work before: (1) Bidder has provided a copy of his Carson City
1064 business license to Carson City Purchasing and Contracts, and (2) Carson City Purchasing
1065 and Contracts has issued the Notice to Proceed.

1066

1067 The Carson City business license shall continue in force until the latter of: (1) final acceptance
1068 by Carson City of the completion of this **REQUEST FOR BID**; or (2) such time as the
1069 Carson City business license is no longer required by Carson City under the terms of this
1070 **REQUEST FOR BID**.

1071

COMPLIANCE WITH LEGAL OBLIGATIONS:

1072

1073 Bidder shall procure and maintain for the duration of this **REQUEST FOR BID** any state,
1074 county, city, or federal license, authorization, waiver, permit, qualification or certification
1075 required by statute, ordinance, law, or regulation to be held by Bidder to provide the goods or
1076 services of this **REQUEST FOR BID**. Bidder will be responsible to pay all government
1077 obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments,
1078 premiums, permits, and licenses required or imposed by law or a court. Real property and
1079
1080
1081

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1082 personal property taxes are the responsibility of Bidder in accordance with Nevada Revised
1083 Statutes 361.157 and 361.159. Bidder agrees to be responsible for payment of any such
1084 government obligations not paid by its subcontractors during performance of this **REQUEST**
1085 **FOR BID**. Carson City may set-off against consideration due any delinquent government
1086 obligation.

1087

WAIVER OF BREACH:

1089

1090 Failure to declare a breach or the actual waiver of any particular breach of the **REQUEST**
1091 **FOR BID** or its material or nonmaterial terms by either party shall not operate as a waiver by
1092 such party of any of its rights or remedies as to any other breach.

1093

SEVERABILITY:

1095

1096 If any provision contained in this **REQUEST FOR BID** is held to be unenforceable by a
1097 court of law or equity, this **REQUEST FOR BID** shall be construed as if such provision did
1098 not exist and the nonenforceability of such provision shall not be held to render any other
1099 provision or provisions of this **REQUEST FOR BID** unenforceable.

1100

ASSIGNMENT/DELEGATION:

1102

1103 To the extent that any assignment of any right under this **REQUEST FOR BID** changes the
1104 duty of either party, increases the burden or risk involved, impairs the chances of obtaining the
1105 performance of this **REQUEST FOR BID**, attempts to operate as a novation, or includes a
1106 waiver or abrogation of any defense to payment Carson City, such offending portion of the
1107 assignment shall be void, and shall be a breach of this **REQUEST FOR BID**. Bidder shall
1108 neither assign, transfer nor delegate any rights, obligations or duties under this **REQUEST**
1109 **FOR BID** without the prior written approval of Carson City.

1110

CARSON CITY OWNERSHIP OF PROPRIETARY INFORMATION:

1112

1113 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue
1114 prints, plans, maps, data, system designs, computer programs, computer codes, and computer
1115 records (which are intended to be consideration under the bid / contract award), or any other
1116 documents or drawings, prepared or in the course of preparation by Bidder (or its
1117 subcontractors) in performance of its obligations under this **REQUEST FOR BID** shall be
1118 the exclusive property of Carson City and all such materials shall be delivered into Carson City
1119 possession by Bidder upon completion, termination, or cancellation of this **REQUEST FOR**
1120 **BID**.

1121

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1122 Bidder shall not use, willingly allow, or cause to have such materials used for any purpose
1123 other than performance of Bidder's obligations under this **REQUEST FOR BID** without the
1124 prior written consent of Carson City. Notwithstanding the foregoing, Carson City shall have no
1125 proprietary interest in any materials licensed for use by Carson City that are subject to patent,
1126 trademark or copyright protection.

1127
1128 Carson City shall be permitted to retain copies, including reproducible copies, of Bidder's
1129 drawings, specifications, and other documents for information and reference in connection with
1130 this **REQUEST FOR BID**.

1131
1132 Bidder's drawings, specifications and other documents shall not be used by Carson City or
1133 others without expressed permission of Bidder.

1134
1135 **PUBLIC RECORDS:**

1136
1137 Pursuant to Nevada Revised Statute 239.010, information or documents received from Bidder
1138 may be open to public inspection and copying. Carson City will have the duty to disclose
1139 unless a particular record is made confidential by law or a common law balancing of interests.
1140 Bidder may clearly label individual documents as a "trade secret" or "confidential" in
1141 accordance with Nevada Revised Statute 332.061, provided that Bidder thereby agrees to
1142 indemnify and defend Carson City for honoring such a designation. The failure to so label any
1143 document that is released by Carson City shall constitute a complete waiver of any and all
1144 claims for damages caused by any release of the records.

1145
1146 **CONFIDENTIALITY:**

1147
1148 Bidder shall keep confidential all information, in whatever form, produced, prepared, observed
1149 or received by Bidder to the extent that such information is confidential by law or otherwise
1150 required by this **REQUEST FOR BID**.

1151
1152 **FEDERAL FUNDING:**

1153
1154 In the event federal funds are used for payment of all or part of this **REQUEST FOR BID:**
1155 (1) Bidder certifies, by signing this **REQUEST FOR BID**, that neither it nor its principals are
1156 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
1157 excluded from participation in this transaction by any federal department or agency. (2) This
1158 certification is made pursuant to the regulations implementing Executive Order 12549,
1159 Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26,
1160 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. (3)
1161 This provision shall be required of every subcontractor receiving any payment in whole or in
1162 part from federal funds. (4) Bidder and its subcontractors shall comply with all terms,
1163 conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42
1164 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R.

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1165 26.101-36.999, inclusive, and any relevant program-specific regulations. (5) Bidder and its
1166 subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended,
1167 the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific
1168 regulations, and shall not discriminate against any employee or offeror for employment
1169 because of race, national origin, creed, color, sex, religion, age, disability or handicap condition
1170 (including AIDS and AIDS-related conditions.)
1171

LOBBYING:

1172
1173
1174 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding
1175 associated with this **REQUEST FOR BID** will be used for any purpose associated with or
1176 related to lobbying or influencing or attempting to lobby or influence for any purpose the
1177 following: (1) Any federal, state, county or local agency, legislature, commission, counsel or
1178 board; (2) Any federal, state, county or local legislator, commission member, counsel member,
1179 board member, or other elected official; or (3) Any officer or employee of any federal, state,
1180 county or local agency; legislature, commission, counsel or board.
1181

GENERAL WARRANTY:

1182
1183
1184 Bidder warrants that all services, deliverables, and/or work product under this **REQUEST**
1185 **FOR BID** shall be completed in a workmanlike manner consistent with standards in the trade,
1186 profession, or industry; shall conform to or exceed the specifications as set forth in the
1187 incorporated attachments; and shall be fit for ordinary use, of good quality, with no material
1188 defects.
1189

PROPER AUTHORITY:

1190
1191
1192 The parties hereto represent and warrant that the person executing this **REQUEST FOR**
1193 **BID** on behalf of each party has full power and authority to enter into this Contract. Bidder
1194 acknowledges that this bid / contract award is effective only after approval by the Carson City
1195 Regional Transportation Commission and only for the period of time specified in the
1196 **REQUEST FOR BID**. Any services performed by Bidder before this bid / contract award is
1197 effective or after it ceases to be effective are performed at the sole risk of Bidder.
1198

ALTERNATIVE DISPUTE RESOLUTION:

1199
1200
1201 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public
1202 work shall include in the specifications a clause requiring the use of a method of alternative
1203 dispute resolution before initiation of a judicial action if a dispute arising between the public
1204 body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in
1205 the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be
1206 settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and

CARSON CITY PURCHASING AND CONTRACTS TERMS AND CONDITIONS

1207 **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present
1208 **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one
1209 person to serve as the mediator from the list of potential mediators presented by **CITY**. The
1210 person selected as mediator shall determine the rules governing the mediation.
1211

GOVERNING LAW; JURISDICTION:

1212
1213
1214 This Contract and the rights and obligations of the parties hereto shall be governed by, and
1215 construed according to, the laws of the State of Nevada, without giving effect to any principle of
1216 conflict-of-law that would require the application of the law of any other jurisdiction. Bidder
1217 consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson
1218 City, Nevada for enforcement of this Contract.
1219

ENTIRE CONTRACT AND MODIFICATION:

1220
1221
1222 Once the Carson City Regional Transportation Commission has awarded this **REQUEST**
1223 **FOR BID** (which includes the **NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND**
1224 **CONDITIONS, BID RESPONSE,** and all **EXHIBITS**), their award and this **REQUEST FOR**
1225 **BID** constitutes the entire Contract between Carson City and Bidder and is intended as a
1226 complete and exclusive statement of the promises, representations, negotiations, and
1227 discussions that may have been made.
1228

1229 Unless an integrated attachment to this Contract specifically displays a mutual intent to amend
1230 a particular part of this Contract, general conflicts in language between any such attachment
1231 and this Contract shall be construed consistent with the terms of this Contract.
1232

1233 Unless otherwise expressly authorized by the terms of this Contract, no modification or
1234 amendment to this Contract shall be binding upon the parties unless the same is in writing and
1235 signed by the respective parties hereto and approved by the Carson City Regional
1236 Transportation Commission.
1237

1238 *** * * END OF TERMS AND CONDITIONS * * ***

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date JM
4/4/11

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BIDDER INFORMATION:

Company Name: Intermountain Slurry Seal, Inc.
Federal ID No.: 87-0307259
Mailing Address: 1120 Terminal Way
City, State, Zip Code: Reno NV. 89502
Complete Telephone Number: 775-358-1355
Complete Fax Number: 775-355-3458
E-mail Address: joe.mummau@gcinc.com

Contact Person/Title: Joe Mummau Pavement Marking Manager
Mailing Address: 1120 Terminal Way
City, State, Zip Code: Reno NV. 89502
Complete Telephone Number: 775-355-5235
Complete Fax Number: 775-355-3458
E-mail Address: joe.mummau@gcinc.com

LICENSING INFORMATION:

Nevada State Contractor's License Number: 0023657 A

License Classification(s): A
Limitation(s) of License: unlimited
Date Issued: 3/19/86
Expiration Date: 3/31/11
Name of Licensee: Intermountain Slurry Seal, Inc.

Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Development Services Department before commencing business. However, possession of said license is not a prerequisite for bidding.

Carson City Business License Number:

Date Issued: 12/21/10
Expiration Date: 12/31/11
Name of Licensee: Intermountain Slurry Seal, Inc.

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date JM
4/4/11

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DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

Corporation:

State in which Company is incorporated: Wyoming
Date Incorporated: 4/23/1982
Name of Corporation: Inter mountain slurry Seal, Inc
Address: 1120 Terminal Way
City, State, Zip Code: Reno, NV 89502
Complete Telephone Number: 775-358-1355

President's Name: Gary R. Price

Vice-President's Name: Kathleen Schreckengost

Other 1) Name: David Brunton
Title: Assistant Secretary

Other 2) Name: Don Larson
Title: Assistant Secretary

CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE

Bidder's initials & date *JM*
4/4/11

1316 If Bidder responds **NO** to any of the following questions, Bidder must use the
1317 **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or
1318 alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for
1319 rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top
1320 of the page, the page number from the bottom of the page, the item number
1321 corresponding to the item, and a detailed description of the deviation, modification,
1322 and/or alternate. Failure to note deviations, modifications, and/or alternates on the
1323 **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the
1324 manner described and/or specified in this **REQUEST FOR BID**.
1325

1326 Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s)
1327 proposed meets or exceeds the requirements of this **REQUEST FOR BID**.

1328 **Yes** **No**

1329
1330 Bidder agrees that he is responsible for providing all traffic control for the work.

1331 **Yes** **No**

1332
1333 Bidder agrees that no guarantee that any specific quantities will be ordered. Quantities shown
1334 are estimates only and Carson City reserves the right to increase or decrease amounts as
1335 circumstances may require.

1336 **Yes** **No**

1337
1338 Bidder agrees that the **CONTRACT TERM** shall be through June 30, 2016, unless sooner
1339 terminated by either party as specified in **Contract Termination**.

1340 **Yes** **No**

1341
1342 Bidder agrees that Carson City shall have the right to renew this Contract, for five (5) additional
1343 years, subject to negotiation.

1344 **Yes** **No**

1345
1346 Bidder guarantees the pricing through June 30, 2011.

1347 **Yes** **No**

1348
1349 Bidder agrees that this **REQUEST FOR BID** shall be subject to escalation and/or de-escalation
1350 of prices.

1351 **Yes** **No**

1352
1353 Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue one
1354 or all of the following alternatives including: procure the product(s) and/or service(s) from
1355 another source and hold the defaulting Bidder responsible for an excess cost occasioned
1356 thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety
1357 and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year,
1358 or pursue other applicable legal remedies.

1359 **Yes** **No**

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date

[Handwritten initials]
4/14/11

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Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price.

Yes No

Provide a minimum of three (3) and a maximum of five (5) public agency references listing similar work performed during the last three (3) years.

Reference #1

Agency name: Regional Transportation Commission of Washoe County
Agency representative: Scott Gibson
Complete Telephone No.: 775-348-0171
Complete FAX No.: 775-348-0170
E-Mail Address: sgibson@rtc.washoe.com

Date(s) work was provided: 2005, 2006, 2007, 2008, 2009, 2010
A brief description of the scope of work: Longline and shortline Pavement Markings along with traffic control

General location that the work was performed: City of Reno
City of Sparks
Washoe County

Reference #2

Agency name: City of Reno Public Works Department
Agency representative: Kerric Koski
Complete Telephone No.: 775-334-3304
Complete FAX No.: 775-334-1226
E-Mail Address: Koski.K@reno.gov

Date(s) work was provided: 2005, 2006, 2007, 2008, 2009, 2010
A brief description of the scope of work: Longline and shortline Pavement Markings Traffic Control Removal

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date *JM*
4/4/11

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General location that the work was performed: City of Reno

Reference #3

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Agency name: City of Sparks Public Works Department
Agency representative: Brent Quilici
Complete Telephone No.: 775-353-2271
Complete FAX No.: 775-353-2200
E-Mail Address: bquilici@cityofsparks.us

1419
1420

Date(s) work was provided: 2005, 2006, 2007, 2008, 2009, 2010
A brief description of the scope of work: _____

1421
1422
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1424

Longline Striping
Shortline Striping
Traffic Control
Removal

1425
1426

General location that the work was performed: City of Sparks

1427
1428
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1430

Reference #4

1431
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1439

Agency name: Carson City Purchasing and Contracts
Agency representative: Sandy Scott - Fisher
Complete Telephone No.: 775-283-7137
Complete FAX No.: 775-987-2112
E-Mail Address: SScott@carson.org

1440
1441

Date(s) work was provided: 2005, 2006, 2007, 2008, 2009, 2010
A brief description of the scope of work: _____

1442
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1445

Longline Striping
Shortline Striping
Traffic Control
Removal

1446
1447

General location that the work was performed: Carson City NV.

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**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date *JM 4/14/11*

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Reference #5

Agency name: _____
Agency representative: _____
Complete Telephone No.: _____
Complete FAX No.: _____
E-Mail Address: _____

Date(s) work was provided: _____
A brief description of the scope of work: _____

General location that the work was performed: _____

Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID.**

Yes No

Bidder has provided "**Exhibit A**" - All addenda must be signed and placed in date and time order.

Yes No Not Applicable

Bidder has provided "**Exhibit B**" - **BID RESPONSE** additional space on company letterhead.

Yes No Not Applicable

Bidder has provided "**Exhibit C**"- Supplemental materials.

Yes No Not Applicable

Bidder agrees that all billings for dates of service prior to July 1 must be submitted to Carson City no later than the first Friday in August of the same year; that a billing submitted after the first Friday in August will subject Bidder to an administrative fee not to exceed \$100.00; and that this amount will be deducted from the stale claim payment due to Bidder.

Yes No

CARSON CITY PURCHASING AND CONTRACTS

BID RESPONSE

Bidder's initials & date

WJP
4/18/11

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Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR BID**.

Yes No

Bidder has provided "**Exhibit D**" - **EXCEPTION SUMMARY** additional space on company letterhead.

Yes No Not Applicable

PRICING SUMMARY

DESCRIPTION	Quantity	Unit	Unit Price	Total
Painted Pavement Striping 4" Solid White	133,500	LF	0.06	8010 ⁰⁰
Painted Pavement Striping 4" Skip White	182,000	LF	0.05	9100 ⁰⁰
Painted Pavement Striping 4" Solid Yellow	26,000	LF	0.06	1560 ⁰⁰
Painted Pavement Striping 4" Skip Yellow	75,000	LF	0.05	3750 ⁰⁰
Painted Pavement Striping 4" Solid Double Yellow	180,000	LF	0.085	15,300 ⁰⁰
Painted Pavement Striping 4" Solid Yellow/ 4" Skip Yellow	171,000	LF	0.075	12,825 ⁰⁰
Painted Pavement Striping 6" Solid White	141,000	LF	0.07	9870 ⁰⁰
Painted Pavement Striping 8" Solid White	39,000	LF	0.085	3315 ⁰⁰
Painted Pavement Striping 8" Mini Skip White	5,500	LF	0.09	495 ⁰⁰
Painted Pavement Striping 12" Solid White	250	LF	0.12	30 ⁰⁰
Painted Pavement Striping 12" Mini Skip White	250	LF	6.12	30 ⁰⁰
Removal of Existing Striping	1,000	LF	1.50	1500 ⁰⁰
Traffic Control	1	LS	10,000	10,000 ⁰⁰
Total Bid Price:				75,785⁰⁰

Document No. 4003 CONCRETE REINFORCEMENT (5/10/01)

1. General:

Reinforcing steel and its placement in concrete structures shall be per Sections 206, "Reinforcing Steel", 311, "Concrete Structures and Masonry Construction", and 326, "Reinforcing and Structural Steel" of the Standard Specifications, these Technical Specifications, and as shown on the Drawings.

All concrete work shown or required is steel reinforced unless specifically shown as "plain concrete." Where reinforcing is not shown on a drawing and the drawing is not marked "plain concrete", then it shall be reinforced the same as other similar work where reinforcing is shown or detailed.

1.1 Referenced Standards:

Applicable sections of the latest edition of the following referenced standards are incorporated as a part of this specification:

- 1) ACI 318 - Building Code requirements for Reinforced Concrete.
- 2) CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- 3) CRSI 65 - Recommended Practice for Placing Bar Supports Specifications, and Nomenclature.
- 4) ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- 5) ACI 315 - American Concrete Institute - Manual of Standard Practice.

1.2 Quality Control:

Inspection of Reinforcing Steel: Before any concrete may be placed on any particular portion of the work, the reinforcing steel shall be checked and approved by Engineer or his representative. Any errors or discrepancies found by him shall be corrected before concrete may be placed. Such check and approval shall not relieve Contractor from responsibility for full compliance with contract requirements.

1.3 Shop Drawings:

Shop drawings of all reinforcing steel shall be submitted to Engineer for approval prior to fabrication. Drawings shall clearly indicate bar sizes, spacings, locations, and quantities, bending, and cutting schedules, and supporting and spacing devices. Submit shop drawings as single copy reproducibles, such as sepia prints.

2. Materials:

Reinforcing steel shall be deformed bars conforming to ASTM A 615, Grade 40. At Contractor's option, Grade 60 may be used in lieu of Grade 40.

All steel for reinforcing shall be new, unruled stock, free from mill scale and without dirt, rust, or contaminants other than may have accumulated in prompt delivery to the work.

2.1 Accessories Material:

2.1.1 Tie Wire:

Minimum 16-gauge annealed type, or patented system accepted by Engineer.

2.1.1 Chairs, Bolsters, Bar Supports, Spacers:

Sized and shaped for strength and support of reinforcing during construction conditions. Spacer or support bars required for the proper placement of reinforcement shall be provided whether or not shown on the Drawings.

Chairs or bolsters in areas of exposed concrete shall be non-corrosive, and Contractor shall be responsible for selecting a class of chair suitable for the use and finish of the concrete. All bar supports used shall have a minimum protection of Class B.

2.2 Fabrication:

Fabricate concrete reinforcing in accordance with ACI 315.

Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices shall be subject to Engineer's approval.

3. Execution:

Reinforcement shall be accurately placed and securely tied at intersections with 16 gauge black annealed wire. It shall be maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on 3" precast blocks.

Bars shall lap not less than 30 bar diameters unless otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6 feet.

Where this is not feasible, submit suggestions for Engineer's consideration. Horizontal bars shall be hooked around corners not less than 30 bar diameters.

Concrete protection of reinforcing shall be not less than 1-1/2 inches clear from formed surfaces exposed to air and 2-inches clear where exposed to soil or water, unless otherwise indicated. Reinforcing shall be properly supported to maintain this position during concrete placement.

Wherever conduits, piping, inserts, sleeves etc., interfere with the placing of reinforcing steel as shown or called for, Contractor shall consult with Engineer and secure from him the method of procedure before pouring any concrete. The binding or field cutting of bars around openings or sleeves will not be permitted without Engineer's approval.

END OF DOCUMENT 4003

Document No. 4005 CONCRETE CURB, GUTTER, WALKS, AND DRIVEWAYS (4/11/07)

1. General:

This section includes any sawcutting and concrete removal, forming, pouring, and finishing curb, gutters, walks, and driveways.

2. Reference Specifications and Standards:

Unless otherwise specified herein, all work shall conform to the Standard Specifications.

3. Materials:

All Portland Cement Concrete, unless otherwise indicated, shall have synthetic fiber-reinforcement (at a minimum of 1 lb/CY) with a coarse aggregate gradation conforming to Size No. 67 in Section 200.05.03 of the Standard Specifications, and shall have a 1 to 4 inch slump and 4 to 7 percent entrained air. The minimum 28-day compressive strength shall be 4000 psi. Cement shall be Type II.

4. Subgrade:

The subgrade shall be prepared as specified in Subsection 302.02 of Standard Specifications.

All subgrade shall be compacted to a relative compaction of not less than ninety (90) percent for a minimum depth of six (6) inches, in accordance with test procedures set forth in ASTM D1557-70, Method C.

5. Dimensions:

Unless specified otherwise, the minimum thickness for concrete walks shall be four (4) inches. All other dimensions shall be as shown on the drawings.

6. Drainage Outlets:

Contractor will be required to provide suitable outlets through new curb for all existing building drains along the line of work.

The fully depressed curb opening at driveway entrances shall be one (1) inch above gutter flow line at the curb face. The top of the fully depressed portion of the curb shall be finished to a transverse 3/4 inch slope toward the gutter.

Where walk is to be constructed across driveways to commercial establishments, the thickness thereof shall be six (6) inches, unless otherwise specified on the drawings. At residential driveways, the thickness of the walk will be four (4) inches unless otherwise specified.

7. Forming:

All forming shall be done in accordance with Subsection 312.06 in Standard Specifications.

8. Slip Forms:

At the option of Contractor, and with the approval of Engineer, slip form equipment may be used for the construction of curb and gutter. The slip form equipment shall conform to the requirements in Subsection 312.07 in Standard Specifications.

9. Placement:

Concrete shall be placed for curb, gutters, walks, and driveways as specified in Subsection 312.08 in Standard Specifications.

10. Joints:

Joints in concrete curb, gutter, and walks shall be designated as expansion joints and weakened plane joints, and shall be constructed as specified by Subsection 312.09 in Standard Specifications.

11. Finishing and Curing:

Finish work and curing shall conform to specifications in Subsection 312.10 and 312.11 in Standard Specifications.

12. Defective Work:

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by Contractor at no expense to Carson City.

13. Removal of Existing Concrete Curb, Walk, Gutters, Cross Gutters, and Driveways:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of one and a half (1-1/2) inches. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. Curb, gutters, sidewalks and driveways shall be removed to the nearest weakened plane joint or, if within four feet (4') of an expansion joint to that expansion joint. No section to be replaced shall be smaller than thirty (30) inches in either length or width. Curb and gutter shall be sawed to a depth of one and one half (1-1/2) inches on a neat line at right angles to the curb face.

All materials removed shall be hauled from the site, at Contractor's expense, to a recognized landfill site approved by Engineer, unless otherwise specified. The construction area shall be left with a neat and finished appearance.

Existing improvements, adjacent property, utilities and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.

14. Backfilling and Cleanup:

Backfilling to the finished surface of the newly constructed improvement must be completed before acceptance of the work.

Upon completion of the work, the surface of the concrete shall be thoroughly cleaned and the site left in a neat and orderly condition.

END OF DOCUMENT 4005

Document No. 4007 ASPHALT CONCRETE PAVEMENT (3/16/06)

1. Asphalt Concrete:

Work under this section includes mixing, delivery, placement, trimming and compaction of plantmix asphalt concrete on a prepared aggregate base including tack coats and fog seal.

All work shall be performed in accordance with Sections 316, Tack Coat; 317, Seal coats; and 320, Plantmix Bituminous Pavement, of the Standard Specifications, except as modified herein.

A tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all vertical asphalt or concrete joint surfaces prior to placement of plantmix bituminous pavement. The application rate shall be 0.10 to 0.15 gallons per square yard.

When more than one course of asphalt concrete is placed, the surface of the first course shall be treated with a tack coat of SS-1h asphalt emulsion, diluted 50-50 with water, applied at the rate of 0.05 to 0.10 gallons per square yard.

Type 3 Aggregate shall be used per Section 200.02.02, Plantmix and Roadmix Aggregate, of the Standard Specifications. Asphalt cement material shall be grade PG 64-22. The asphalt concrete shall be compacted to not less than 96% of its Marshall maximum density when compacted with 50 blows per side.

A fog seal coat of SS-1h asphalt emulsion, diluted 50-50 with water, shall be applied to all completed asphalt surfaces. The fog seal shall be applied at the rate of 0.06-0.08 gallons per square yard. Application shall not commence until at least twenty-four (24) hours after final rolling. The pavement temperature shall be at least 70 degrees F. at the time of application, and the ambient temperature shall be at least 50 degrees F.

2. Construction:

2.1 Bituminous Pavers:

The following shall be in addition to the requirements contained in Section 320.03.03, Pavers, of the Standard Specifications.

2.1.1 Automatic Controls:

Pavers placing the final lift of the plantmix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade.

Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system. The automatic system shall be used for construction of the final lift.

END OF DOCUMENT 4007

END OF TECHNICAL SPECIFICATIONS

Attachment A

2011 PREVAILING WAGE RATES CARSON CITY

DATE OF DETERMINATION: October 1, 2010

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011*

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN

ALARM INSTALLER

BOILERMAKER

BRICKLAYER

CARPENTER

CEMENT MASON

ELECTRICIAN-COMMUNICATION TECH.

ELECTRICIAN-LINE

ELECTRICIAN-NEON SIGN

ELECTRICIAN-WIREMAN

ELEVATOR CONSTRUCTOR

FENCE ERECTOR

FLAGPERSON

FLOOR COVERER

GLAZIER

HIGHWAY STRIPER

HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

NRS 338.010(21) “Wages” means:

(a) The basic hourly rate of pay; and

(b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

CRAFT

RATE

AIR BALANCE TECHNICIAN

ADD SHEET METAL ZONE RATE

Air Balance-Journeyman	48.35
Air Balance-Foreman	51.46
Air Balance-General Foreman	54.57

ALARM INSTALLER

Alarm Installer-Journeyman	26.47
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BOILERMAKER

Boilermaker	65.94
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BRICKLAYER

ADD ZONE RATE

Bricklayer-Journeyman	32.68
Bricklayer-Foreman	33.93
Bricklayer-General Foreman	35.68

CARPENTER

ADD ZONE RATE

Carpenter-Journeyman	38.80
Carpenter-Foreman	41.55

CEMENT MASON

ADD ZONE RATE

Cement Mason-Journeyman	34.40
Cement Mason-Foreman	36.40

ELECTRICIAN COMMUNICATION TECHNICIAN

Communication Technician-Installer	29.36
Communication Technician	32.46
Communication-Senior Technician	34.86

ELECTRICIAN-LINE

Electrician-Groundman	40.50
Electrician-Lineman	59.90
Electrician-Foreman	65.16
Electrician-General Foreman	70.45

Heavy Equipment Operator	49.49
ELECTRICIAN-NEON SIGN	
Electrician-Neon Sign	45.52
ELECTRICIAN-WIREMAN	
Wireman	50.78
Cable Splicer	54.58
Wireman-Foreman	54.58
Wireman-General Foreman	58.38
ELEVATOR CONSTRUCTOR	
Elevator Constructor-Journeyman Mechanic	78.21
Elevator Constructor-Mechanic in Charge	85.48
FENCE ERECTOR	
Fence Erector	37.69
FLAGPERSON	<u>ADD LABORER ZONE RATE</u>
Flagperson	27.95
FLOOR COVERER	
Floor Coverer-Journeyman	36.34
Floor Coverer-Foreman	38.93
GLAZIER	
Glazier	22.42
HIGHWAY STRIPER	<u>ADD LABORER ZONE RATE</u>
Highway Striper	33.57
HOD CARRIER-BRICK MASON TENDER	<u>ADD ZONE RATE</u>
Brick Mason-Journeyman	30.10
Brick Maons-Foreman	30.60
HOD CARRIER-PLASTER TENDER	<u>ADD ZONE RATE</u>
Plasterer Tender-Journeyman	34.26

Plasterer-Gun Tender	35.26
Plasterer Tender-Foreman	35.62

IRON WORKER

Ironworker-Journeyman	56.74
Ironworker-Foreman	60.04
Ironworker-General Foreman	63.40

LABORER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Landscaper	25.66
Furniture Mover	27.16
Group 1	30.82
Group 1A	27.95
Group 2	30.92
Group 3	31.07
Group 4	31.32
Group 4A	32.57
Group 5	31.62
Group 6	
Nozzlemen, Rodmen	31.62
Gunmen, Materialmen	31.32
Reboundmen	30.97
Gunite Foremen	32.02

MECHANICAL INSULATOR

Mechanical Insulator-Mechanic	54.56
Mechanical Insulator-Foreman	57.06
Mechanical Insulator-General Foreman	58.56

MILLWRIGHT

Millwright	25.01
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OPERATING ENGINEER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	43.08
Group 1A	45.84
Group 2	46.37

Group 3	46.64
Group 4	47.38
Group 5	47.68
Group 6	47.85
Group 7	48.10
Group 8	48.69
Group 9	49.01
Group 10	49.36
Group 10A	49.55
Group 11	49.79
Group 11A	51.43
Group 11B	52.24
Foreman	51.43

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" shift

**OPERATING ENGINEER-STEEL
FABRICATOR & ERECTOR
SEE GROUP CLASSIFICATIONS**

ADD ZONE RATE

Group 1	58.38
Group 1 Truck Crane Oiler	52.21
Group 1 Oiler	50.25
Group 2	56.87
Group 2 Truck Crane Oiler	51.96
Group 2 Oiler	50.04
Group 3	55.63
Group 3 Truck Crane Oiler	51.74
Group 3 Oiler	49.82
Group 3 Hydraulic	51.41
Group 4	53.90
Group 5	52.80

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" Shift

**OPERATING ENGINEER -PILEDRIIVER
SEE GROUP CLASSIFICATIONS**

ADD ZONE RATE

Group 1	57.85
Group 1 Truck Crane Oiler	52.39

Group 1 Oiler	50.47
Group 2	56.31
Group 2 Truck Crane Oiler	52.18
Group 2 Oiler	50.27
Group 3	54.86
Group 3 Truck Crane Oiler	51.96
Group 3 Oiler	50.04
Group 4	53.35
Group 5	52.24
Group 6	51.13
Group 7	50.17
Group 8	49.21

Add 7% to base for "Second" Shift

Add 12.5% to base for "Special" Shift

PAINTER

Brush/Roller Painter	32.74
Spray Painter/Paperhanger	33.59
Sandblaster	33.24
Structural Steel & Steeplejack	33.74
Swing Stage	34.74
Special Coating Application-Brush	33.24
Special Coating Application-Spray	33.74
Special Coating Application-Spray Steel	33.99
Foreman	\$1.00 above highest Journeyman

PILEDRIVER

Piledriver-Journeyman	58.47
Piledriver-Foreman	62.05

PLASTERER

ADD ZONE RATE

Plasterer-Journeyman	34.77
Plasterer-Foreman	37.02

PLUMBER/PIPEFITTER

Plumber-Journeyman	45.20
Plumber-Foreman	48.16
Plumber-General Foreman	51.12

**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date

JM
4/4/11

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ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I, Joe Mummau (Name of party signing this **BID RESPONSE**),
do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have
read and agree to abide by this **REQUEST FOR BID** which includes the following
documents: **NOTICE TO BIDDERS**, **SPECIFICATIONS**, **TERMS AND CONDITIONS**, and **BID
RESPONSE**.

BIDDER:

PRINTED NAME OF BIDDER: Joe Mummau
TITLE: Pavement Marking Manager
FIRM: Intermountain Slurry Seal, Inc.
Address: 1120 Terminal Way
City: Reno
State / Zip Code: NV. 89502
Telephone Number: 775-358-1355
Fax Number: 775-355-3458
E-mail address: joe.mummau@gcinc.com

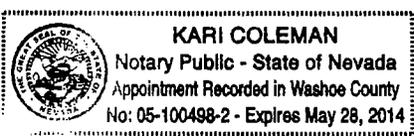
Joe Mummau
(Signature of Bidder)

DATED 4/6/11

Signed and sworn (or affirmed) before me on this 6th day of April, 2011, by
Kari Coleman

Kari Coleman
(Signature of Notary)

(Notary Stamp)



**CARSON CITY PURCHASING AND CONTRACTS
BID RESPONSE**

Bidder's initials & date

JAA
4/4/11

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EXCEPTION SUMMARY INSTRUCTIONS:

Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

If additional space is required, use company letterhead and mark as "Exhibit D".

If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

None

***** END OF BID RESPONSE *****