Hem#4-3C

City of Carson City Agenda Report

Date Sul	bmitted: July 24, 2007	Agenda Date Requested: August 2, 200 Time Requested: Consent
To:	Mayor and Supervisors	
From:	Purchasing & Contracts	
Creek Co on delive ton will t tons per l Maintena	onstruction to provide Type II Class B A ery in bottom dump trains (approximatel be charged for delivery made with single load) for a not to exceed amount of \$60,	04-007 Road Base Aggregate with Canyon aggregate Base Material at \$7.70 per ton based by 35 tons per load) and an additional \$2.25 per bottom dumps or endumps (approximately 20 000 from the Street Maintenance Fund, Water Fund and no change in the original terms and 17, 2008
	mmary: The second extension for Cont August 7, 2007.	ract No. 0304-007 Road Base Aggregate will
(Action Requested: (check one Property (check one property) Resolution (X_) Formal Action/Motion ()) Ordinance) Other (Specify)
Does Th	is Action Require A Business Impact	Statement: () Yes (_X) No
with Can per ton b additiona (approxin Maintena	yon Creek Construction to provide Type ased on delivery in bottom dump trains al \$2.25 per ton will be charged for delive mately 20 tons per load) for a not to exce	d the Sewer Maintenance Fund and no change i
awarded Type II C	Contract No. 0304-007 Road Base Aggr	On August 7, 2003 the Board of Supervisors regate to Canyon Creek Construction to provide per ton delivered through August 7, 2005 with subject to negotiation.
cost of \$0 and an ac	5.86 per ton based on delivery in bottom	ended the contract through August 7, 2006 at a dump trains (approximately 35 tons per load) or delivery made with single bottom dumps or

On July 20, 2006 the Board of Supervisors extended the contract through August 7, 2007 at \$7.70 per ton based on delivery in bottom dump trains (approximately 35 tons per load) and an additional \$2.25 per ton will be charged for delivery made with single bottom dumps or endumps (approximately 20 tons per load).

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments. Fiscal Impact: \$60,000.00 Explanation of Impact: If approved, the combined funds could be decreased by \$60,000.00 Funding Source: \$60,000.00 total has been budgeted in Street Maintenance Fund, Water Maintenance Fund, and Sewer Maintenance Fund FY 0708 Supporting Material: Letter from Canyon Creek Construction, Inc. and Agenda Report dated 7/20/06 Prepared By: Cheryl Adams, Purchasing & Contracts Manager Date: Reviewed By: Date: **Board Action Taken:** Aye/Nay Motion: (Vote Recorded By)

CANYON CREEK CONSTRUCTION, INC.

P. O. BOX 21270 • CARSON CITY, NV 89721 • (775) 882-6622 • FAX (775) 882-6621

A General Engineering Contractor • NV. Lic. # 29210 • CA. Lic # 788203

June 29, 2007

Carson City Purchasing & Contracts 201 North Carson St. Suite 11 Carson City, NV 89701

Attn: Cheryl Adams

Re: Contract #0204-007

Dear Cheryl,

The above referenced contract will expire on August 8th, 2007. Canyon Creek Construction, Inc., proposes the following price for renewal;

August 8, 2007 through August 8, 2008-\$7.70/ton.

This price is based on delivery in bottom dump trains, approximately 35 tons/load. An additional \$2.25 / ton will be charged for deliveries made in single bottom dumps or end dumps, which haul approximately 20 tons/load.

If you have any questions, please contact me at 775-882-6622.

SamNevis

City of Carson City Agenda Report

Date Submitted:	July 11, 2006	Agenda Date Requested: July 20, 2006 Time Requested: Consent
To:	Mayor and Supervisors	
From:	Purchasing & Contracts	
Subject Title:	Canyon Creek Construct Material at \$7.70 per tot (approximately 35 tons) charged for delivery material (approximately 20 tons) from the Street Mainten Sewer Maintenance Functions as originally	net No. 0304-007 Road Base Aggregate with tion to provide Type II Class B Aggregate Base in based on delivery in bottom dump trains per load) and an additional \$2.25 per ton will be de with single bottom dumps or endumps per load) for a not to exceed amount of \$90,000 ance Fund, Water Maintenance Fund, and the id and no change in the original terms and awarded through August 7, 2007 with the option litional year subject to negotiation
Staff Summary: 7 on August 7, 2006		act No. 0304-007 Road Base Aggregate will expire
The second secon		Ordinance Other (Specify)
2000 11100		
with Canyon Creek per ton based on de	Construction to provide Ty elivery in bottom dump train	rnd Contract No. 0304-007 Road Base Aggregate rpe II Class B Aggregate Base Material at \$7.70 as (approximately 35 tons per load) and an

with Canyon Creek Construction to provide Type II Class B Aggregate Base Material at \$7.70 per ton based on delivery in bottom dump trains (approximately 35 tons per load) and an additional \$2.25 per ton will be charged for delivery made with single bottom dumps or endumps (approximately 20 tons per load) for a not to exceed amount of \$90,000 from the Street Maintenance Fund, Water Maintenance Fund, and the Sewer Maintenance Fund and no change in the original terms and conditions as originally awarded through August 7, 2007 with the option to renew for one (1) additional year subject to negotiation

Explanation for Recommended Board Action: On August 7, 2003 the Board of Supervisors awarded Contract No. 0304-007 Road Base Aggregate to Canyon Creek Construction to provide Type II Class B Aggregate Base Material at \$6.00 per ton delivered through August 7, 2005, the option to renew for three (3) additional years subject to negotiation.

JUL 2 1 2006

On August 4, 2005 the Board of Supervisors extended the contract through August 7, 2006 at a cost of \$6.86 per ton based on delivery in bottom dump trains (approximately 35 tons per load) and an additional \$2.00 per ton will be charged for delivery made with single bottom dumps or endumps (approximately 20 tons per load).

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: \$90,000.00

Explanation of Impact: If approved, the combined funds could be decreased by \$90,000.00

Funding Source: \$90,000.00 total has been budgeted in Street Maintenance Fund, Water Maintenance Fund, and Sewer Maintenance Fund FY 0607

Supporting Material: Letter from Canyon Creek Construction, Inc. and Agenda Report dated 8/4/05

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

(Public Vorks)

Date: 7-11-06

(Public Vorks)

Date: 7-11-06

(City Manager)

(District Attorney)

(Finance Director)

Board Action Taken:

Motion:

1)

Aye/Nay

2)

CANYON CREEK CONSTRUCTION, INC.

P. O. BOX 21270 • CARSON CITY, NV 89721 • (775) 882-6622 • FAX (775) 882-6621

A. General Engineering Contractor • NV. Lic. # 29210 • CA. Lic # 788203

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June 20, 2006			
		and the second	
		The same of the same	
Carson City Purchasing & Contra	ects		
201 North Carson Street Suite 11			
Carson City, Nevada 89701			
•		11	
Attn: Cheryl Adams		* * * * * * * * * * * * * * * * * * * *	
And the second s			
RE: Contract #0304-007			
re, conduct 1.000 1.001			
	•		
Dear Cheryl,			
entre de la companya	18	- 7 000C C	
The above referenced contract wi			anyon Creek
Construction, Inc proposes the fol	llowing price for r	enewal.	
The second of th		* .	
August 8, 2006 to August 7, 2007	· · · · · · · · · · · · · · · · · · ·	a a transfer of the con-	\$7.70 per ton
August 6, 2000 to August 7, 2007			φ). γο per ton
This price is based on delivery in	hottom dump train	ns (annroxim	ately 35 tons per load)
	•		
An additional \$2.25 per ton will b			vim single contom dumps
or end dumps which haul approxi	mately 20 tons pe	r Ioad.	

If you have any questions please contact me at 775-882-6622.

Sincerely.

am Nevis

City of Carson City Agenda Report

Date Submitted: Jul	y 26, 2005	Agenda Date Requested: August 4, 2005 Time Requested: Consent
To:	Mayor and Supervisors	
From:	Purchasing & Contracts	
Subject Title:	Canyon Creek Construction Material at \$6.86 per ton ba (approximately 35 tons per charged for delivery made v (approximately 20 tons per conditions as originally away	No. 0304-007 Road Base Aggregate with a to provide Type II Class B Aggregate Base sed on delivery in bottom dump trains load) and an additional \$2.00 per ton will be with single bottom dumps or endumps load) and no change in the original terms and arded through August 7, 2006 with the option nal years subject to negotiation
Staff Summary: Cor	ntract No. 0304-007 Road Ba	se Aggregate will expire on August 7, 2005.
Recommended Boar with Canyon Creek C per ton based on deliv additional \$2.00 per t (approximately 20 tor	equire A Business Impact S and Action: I move to extend to construction to provide Type very in bottom dump trains (a con will be charged for delivents per load) and no change in	Ordinance Other (Specify) tatement: Yes (X) No Contract No. 0304-007 Road Base Aggregate II Class B Aggregate Base Material at \$6.86 pproximately 35 tons per load) and an ry made with single bottom dumps or endumps the original terms and conditions as originally orenew for two (2) additional years subject to
awarded Contract No. Type II Class B Aggre	0304-007 Road Base Aggre	On August 7, 2003 the Board of Supervisors gate to Canyon Creek Construction to provide per ton delivered through August 7, 2005 with abject to negotiation.
Applicable Statue, C Governments.	ode, Policy, Rule or Regula	tion: N.R.S. Chapter 332 Purchasing allocations
Fiscal Impact: \$90,0	90.00	AUG - 4 2005

Explanation of Impact: If approved, the referenced account could be decreased by \$90,000.00

Funding Source: \$90,000.00 budgeted in Street Repair 256-3038-431 FY 0506

Supporting Material: Letters from Canyon Creek Construction, Inc.; Fax from Cheryl Adams; and Agenda Report dated 8/7/03

Prepared By: Cheryl Adams, Purchasing	& Contracts Manag	zer -	
Reviewed By:		Vate: 7-26-0	
(Development Services) (City Manager))	vate: 7-26-0	<u> </u>
Melanetoykett	D I D	late: 7-26-05	
(Finance Director)	went D	vate: 7-26-0	<u>5</u>
Board Action Taken:			
Motion:	1)		Aye/Nay
	2)		
(Vote Recorded By)			

CANYON CREEK CONSTRUCTION, INC.

P. O. BOX 21270 • CARSON CITY, NV 89721 • (775) 882-6622 • FAX (775) 882-6621

A General Engineering Contractor • NV. Lic. # 29210 • CA. Lic # 788203

Cheryl Adams
Carson City Purchasing & Contracts
201 North Carson Street, Suite 11
Carson City, NV 89701

RE: 0304-007 Road Base Aggregate

July 11, 2005

Dear Cheryl:

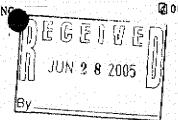
The conditions on your June 28, 2005 letter for the above mentioned project is acceptable to CanyonCreek Construction Inc.

If you have any questions, please feel free to contact me at (775) 882-6622.

Sincerely,

Kenneth Meek Project Manager





CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

FAX

To:

Kenneth Meck, Project Manager for Canyon Creek

Construction FAX #882-6621

Pages:

including this cover sheet.

Date:

June 28, 2005

We have evaluated your proposal dated June 23, 2005 as well as the original bid document for Contract No. 0304-007 Road Base Aggregate

Unfortunately, the bid document states that the Contract Term shall be for two (2) years from date of award by the Board of Supervisors and that Carson City shall reserve the right to renew the Contract for three (3) additional one (1) year periods, subject to negotiation.

Consequently, we will only be able to renew the contract for the period of August 8, 2005 through August 7, 2006 at the price of \$6.86 per ton based on delivery in bottom dump trains (approximately 35 tons per load) and an additional \$2.00 per ton will be charged for delivery made with single bottom dumps or endumps (approximately 20 tons per load).

We will contact you in April 2006 to start the negotiation process for the period of August 8, 2006 through August 7, 2007.

Please advise in writing by July 11th if this is acceptable.

From the desk of...

Cheryl Adams, Manager Carson City Purchasing & Contracts 201 North Carson Street Suite 11 Carson City, NV 89701 775-887-2027 extension 1100 Fax: 775-887-2107 cadams@ci.carson-city.nv.us

CANYON CREEK CONSTRUCTION, INC.

P. O. BOX 21270 • CARSON CITY, NV 89721 • (775) 882-6622 • FAX (775) 882-6621

A General Engineering Contractor • NV. Lic. # 29210 • CA. Lic # 788203

Cheryl Adams
Carson City Purchasing & Contracts
201 North Carson Street, Suite 11
Carson City, NV 89701

RE: 0304-007 Road Base Aggregate

June 24, 2005

Dear Cheryl:

As you know prices have increased since Canyon Creek Construction bid this contract in July of 2003. For example, the cost of hauling has increased 15 % and the price of fuel has increased 61 % and still rising. The above mentioned contract expires on August 7,2005. Canyon Creek Construction Inc. would like to propose the following pricing for the additional three year renewal.

August 8, 2005 to August 7, 2006	\$ 6.86 / ton*
August 8, 2006 to August 7, 2007	\$ 6.86/ ton* + Percentage increase from 2005 of
	the West Urban Consumer Price Index
August 8, 2007 to August 7, 2008	\$ 6.86/ ton* + Percentage increase from 2005 of
	the West Urban Consumer Price Index

NOTE (*) This price is based on delivery in bottom dump trains (Approximately 35 tons per load) and additional \$ 2.00/ton will be charged for delivery made with single bottom dumps or endumps (Approximately 20 tons per load).

If you have any questions, please feel free to contact me at (775) \$82-6622.

Sincerely:

Kenneth Meek Project Manager City of Carson City Request for Board Action

Agenda Date Requested: August 7.4 Date Submitted: July 29, 2003 Mayor and Supervisors To: From: Purchasing & Contracts Time Requested: Consent Agenda Subject Title: ACTION TO APPROVE THE AWARD OF CONTRACT NO. 03 ROAD BASE AGGREGATE TO CANYON CREEK CONSTRUCTION AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 332 TO PROVIDE TYPE II CLASS B AGGREGATE BASE MATERIAL AT \$6.00 PER TON DELIVERED THROUGH AUGUST 7, 2005 WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL YEARS SUBJECT TO NEGOTIATION Type of Action Requested: (check One)) Ordinance () Resolution) Other (Specify) X) Formal Action/Motion Does this action require a Business Impact Statement: () Yes (X) No Recommended Board Action: I move to approve the award of Contract No. 0304-007 Road Base Aggregate to Canyon Creek Construction as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 to provide Type II Class B Aggregate Base Material at \$6.00 per ton delivered through August 7, 2005 with the option to renew for three (3) additional years subject to negotiation Discussion: Four (4) NOTICE TO BIDDERS were mailed on June 2, 2003 and the NOTICE TO BIDDERS was published in the Nevada Appeal on June 8, 2003. The bids were opened at approximately 2:30 p.m. on July 16, 2003 at 201 North Carson Street. Carson City, Nevada 89701. Present during the bid opening was Cheryl Adams, Purchasing & Contracts Manager. Proposals were received from three (3) bidders: Cinderlite Trucking, Corp., 1665 South Sutro Terrace, Carson City, NV 89706 775-882-4483 FAX 775-882-1671; Dayton Materials, LLC, #20 Ricci Road, Dayton, NV 89403 775-246-5440 FAX 775-256-3911; and Canyon Creek Construction, PO Box 21270, Carson City, NV 89721 775-882-6622 FAX 775-882-6621, Please refer to the BID TABULATION for specifics.

Proposals were reviewed for price; conformance to the specifications; qualifications; and the best

interests of the public.

City of Carson City Request for Board Action

Staff recommends award to Canyon Creek Construction as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332.

Fiscal Impact:	\$15,000.00	
Explanation of Impact:	If approved, the referenced acc	count could be decreased by
Funding Source:	 \$15,000.00. \$15,000.00 budgeted in FY 03 256-3038-431 	04 Property Services/Street Repair
	· 200-0000-T01	
Alternatives: Award contra	act to the higher bidder or do not	award contract.
Prepared By: Cheryl Adam	s, Purchasing & Contracts Mana	ager
Reviewed By (DS):	Paydage	Date: 7-29-03
Concurrence (CM):	Obletos	Date: <u>7/59/03</u>
Concurrence (DA):	- July	Date: 7/29/03
Concurrence (Fin):	Menton I	Date: 7/29/03
Board Action Taken:	•	
Motion:	1)	Aye/Nay
	2)	
		- Commence
(Vote Recorded By)		

BID TABULATION REPORT FROM CARSON CITY PURCHASING & CONTRACTS 775-887-2027 extension 1100

REQUEST FOR BID No. 0304-007 Road Base Aggregate DATE OF OPENING: July 16, 2003

TIME OF OPENING: 2:30 pm

ATTENDEES: Cheryl Adams, Purchasing & Contracts Manager

- '		<u> </u>	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
	53 1	8	5 52	5	50	Bidder	Bidder	Description
	Bidder agrees to furnish and pay for all materials, labor, equipment, supplies, transportation, and facilities necessary to supply road base aggregate Yes No	certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this REQUEST FOR BID? Or Proposed meets or exceeds the requirements of this REQUEST FOR BID?	Disclosure of Principals provided □Yes □No	Business License information provided □Yes □No	Bidder Information provided ⊡Yes ⊡No	Bidder submitted 3 copies of BID RESPONSE DYes DNo	Bidder submitted 1 original BID RESPONSE ⊐Yes □No	ption
	agrees quipme neces	that the dimeet	are of F	s Licer	nforma	3 CO	d 1 ori	22.
	to fumi int, sup sary to	e produ	rincipa	ise info	tion pro	pies of	ginal BI	SQC COLAND
	sh and plies, tr supply	PECIFICA(S) 21 ceeds t	is provi	rmation	wided c	BID RE	D RES	
	pay for ansport road ba	CATION nd/or se he requ	ded ¤Y	provide	Yes 🗆	SPONS	PONSE	
	all mate ation, a ise agg	NS and ervice(s iiremen	es □No	ed ⊡Ye	6	E ¤Ye	□Yes	
	erials, ind regate	ts of		s ¤No		s IINo	o No	
	yes	yes	yes	yes	yes	yes	yes	Cinde Corp. Greg FAX #
				Andreas de la manta de la constante de la cons				Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671
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			And the last of th		V			king,
	yes	en o	yes	yes	yes	yes	yes	Dayt LLC Jeff FAX
		blank	W-Promisery Production of the Control of the Contro					Dayton Materials LLC Jeff Wass FAX #246-3911
				THE REAL PROPERTY OF THE PERSON OF THE PERSO				aterial
Silving street				Andrew Control of the	ACCIONAL INVESTMENT OF THE PROPERTY OF THE PRO		THE PLENT SHEET	ý
	yes	yes	yes	yes	yes	8	yes	Can Con Sam
			A Control of the Cont	The state of the s	A Commission of the Commission			Canyon Creek Construction Sam Nevis FAX #882-6621
	The state of the s			N.P. Market A. C. C.		motors and markets.		reek ion s -6621
The second second							7	
L	<u></u>		1	لنبيا				

yes yes	yes yes	yes yes	53.2.1.1 Bidder agrees that the maximum moisture content upon delivery shall not exceed the optimum moisture content as stated in the moisture-density curve for the material and shall be deducted from total weight before payment. DYes DNo 53.2.2 Bidder agrees that as directed and confirmed by Chuck Knowlton, Street Operations Chief, or his designee, the Bidder shall periodically furnish proof, from a qualified testing laboratory of the City's choice, that his material meets these minimum specifications. DYes DNo 53.2.2.1 Bidder has provided "Exhibit 3.1.4.1" proof from a qualified testing laboratory of the City's choice that Bidder's material meets the minimum specifications.
yes	yes	yes	53.2.1 Bidder agrees that the materials shall be 3/4 inch size maximum gradation (per Section 200.01.03 "Type II Class B aggregate base, in the aforementioned Specification Book). □Yes □No
Y 8	yes	yes	53.2 Bidder agrees that the Type II Class B aggregate base material shall conform to the requirements of the "Standard Specifications for Public Work Construction", 1996 Edition and in addition, it must have 100% fractured faces, as tested by Nev T230. □Yes □No
Canyon Creek Construction Sam Nevis FAX #882-6621	Dayton Materials, LLC Jeff Wass FAX #246-3911	Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671	Description

53.2.8 Bidder agrees that measurement and payment shall be based on certified weight records furnished by the Bidder to the City. □Yes □No	53.2.7 Bidder agrees to perform, to the satisfaction of the City; to maintain throughout the term of the contract, adequate staff, equipment and facilities to meet the terms and conditions hereof; and to provide the materials and/or services in accordance with the provisions of the bid documents. □Yes □No	53.2.6 Bidder agrees that volume or spread rate per ton is not considered as a factor for bidding purposes. □Yes □No	53.2.5 Bidder has provided "Exhibit 3.1.7.1" proof from an engineering lab of Bidder's average unit weight per cubic foot compacted at ninety-five percent (95%) of maximum dry density ASTM D1557.	53.2.4 Bidder agrees that the Bids shall be based on standard weight material. □Yes □No	53.2.3 Bidder agrees that the City shall reserve the right to require of the Bidder throughout the term of the contract, certification of compliance with regard to these specifications, and on any such testing required where the results indicate failure, the cost associated therewith shall be the responsibility of the Bidder. EYES No	Description
yes	yes	yes	yes	yes	yes	Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671
yes	yes	yes	yes	yes	yes	Dayton Materials, LLC Jeff Wass FAX #246-3911
yes	yes	yes	ye.s	yes	3	Canyon Creek Construction Sam Nevis FAX #882-6621

54 Bidder agrees that the CONTRACT TERM shall be for two (2) years from date of award by the Board of Supervisors. □Yes □No	53.2.14 Bidder agrees that for units of 600 tons or more, the material shall be delivered at a "truck-arrival rate" of ten (10) minutes minimum and twenty (20) minutes maximum intervals. □Yes □No	53.2.13 Bidder agrees that weight records from State certified scales shall be furnished to the City. "Yes "No	53.2.12 Bidder agrees that Carson City shall provide three (3) days delivery notice on quantities up to 600 tons. □Yes □No	53.2.11 Bidder agrees that such deliveries may be made to stock piles or spread on roadway surfaces, as directed by Chuck Knowlton, Street Operations Chief or his designee. □Yes □No	53.2.10 Bidder agrees that material furnished pursuant to this Contract shall be delivered to, or within, the urban and rural areas of Carson City and shall be in units as indicated on the BID RESPONSE, or as otherwise provided. □Yes □No	53.2.9 Bidder agrees that Carson City will pay the Bidder progress payments computed from the actual quantities of materials furnished, at the unit price shown in the BID RESPONSE. —Yes —No	Description
yes	yes	yes	yes	yes	yes	yes	Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671
yes	yes	yes	yes	yes	yes	yes	Dayton Materials, LLC Jeff Wass FAX #246-3911
yes	yes	yes	yes	yes	yes	yes	Canyon Creek Construction Sam Nevis FAX #882-6621

57	56	55	542	7 7	Desc
Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. □Yes □No	Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this REQUEST FOR BID, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. □Yes □No	Bidder agrees that product(s) supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices. □Yes □No	Bidder guarantees the pricing for a period of two (2) years from the date of award. □Yes □No	Bidder agrees that Carson City shall have the right to renew the Contract, for two (3) additional years, subject to negotiation. UYes DNo	Description
yes	yes	yes	yes	yes	Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671
yes	yes	yes	yes	yes	Dayton Materials, LLC Jeff Wass FAX #246-3911
yes	yes	yes	yes	yes	Canyon Creek Construction Sam Nevis FAX #882-6621

TYPE II CLASS B AGGR	62 CASH DISCOUNT of % may be taken in addition to the price(s) stated for the terms of days.	61 Bidder agree to provide a certificate of workers' compensation insurance listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701, DYes DNo	Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) naming Carson City as an additional insured and certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. □Yes □No	59 Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID. DYes DNo	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	Description
TYPE II CLASS B AGGREGATE BASE MATERIAL CONT	1% 30 days	yes	yes	yes	yes	Cinderlite Trucking, Corp. Greg Lehman FAX #882-1671
CONTRACT PRICING:	n/a	yes	yes	yes	yes	Dayton Materials, LLC Jeff Wass FAX #246-3911
	left blank	yes	yes	yes	yes	Canyon Creek Construction Sam Nevis FAX #882-6621

		cument * * *	* * * End Of Document * * *
	yes	yes	Bidder initialed & dated each page of BID RESPONSE
По	no	no	65 Exceptions taken □Yes □No
yes	yes	yes	64 BID RESPONSE signed & notarized a Yes and
yes	yes y	yes	63.1 Fleet availability was provided, □Yes □No
yes	yes	yes	Unit Price for 601 tons and over written in words □Yes □No
Unit cost \$6.00/ton	Unit Cost \$8,00/ton	unit cost \$6.90	
113.9 lbs/C.F.	129.5 lbs/C.F.	134.5 lbs /C.F.	601 tons and over
yes	yes	yes	Unit Price for 151 to 600 tons written in words □Yes □No
Unit cost \$6.00/ton	Unit Cost \$8.25/ton	unit cost \$6.90	
113.9 lbs/C.F.	129.5 lbs/C.F. 1	134.5 lbs / C.F.	151 to 600 tons
yes	yes	yes	Unit Price for 0-150 tons written in words a Yes aNo
Unit cost \$6.00/ton	Unit cost \$8.50/ton	unit cost \$6.90	
113.9 lbs/C.F.	129.5 lbs/C.F. 1	134,5 lbs /C.F.	0-150 tons
Sam Nevis FAX #882-6621	Jeff Wass S FAX #246-3911 F	Greg Lehman FAX #882-1671	
Canyon Creek Construction	Dayton Materials, C	Cinderlite Trucking, Corp.	Description
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CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

MEMORANDUM

TO:

Cheryl Adams, Purchasing / Contracts Manager

FROM:

John Flansberg, Transportation Manager

DATE:

July 16, 2003

Subject:

Aggregate Base Rock Contract #0304-007: Analysis of Low Bid.

I have analyzed the bids received from Canyon Creek Construction, Cinderlite Trucking Corporation, and Dayton Materials LLC and have found that Canyon Creek Construction is the lowest responsive and responsible bidder for the above referenced contract.

Canyon Creek Construction has bid \$6.00/ton for Aggregate Base Rock and has a Maximum Dry Density of 119.9 lbs / cf. When compared to the second lowest bidder, Cinderlite Trucking Corporation, at \$6.90/ton and a unit weight of 134.5 lbs / cf, Canyon Creek Construction is still the lowest bidder.

Example:

Order Aggregate Base Rock for $1000 \text{ lf } \times 26 \text{ ft } \times 0.5 \text{ ft} = 13,000 \text{ cf.}$

Canyon Creek Construction: Order 13,000 cf x 119.9 lbs / cf / 2000 lbs / ton = 779.35 tons 779.35 tons x \$6.00 / ton = \$4,676.10

Cinderlite Trucking Corporation: Order 13,000 cf x 134.5 lbs / cf / 2000 lbs / ton = 874.25 tons 874.25 tons x 86.90 / ton = 86.032.33

Dayton Materials LLC: Order 13,000 cf x 129.5 lbs / cf / 2000 lbs / ton = 841.75 tons 841.75 tons x \$8.00 / ton = \$6,734.00

Canyon Creek Construction is lowest bidder.

Therefore, I recommend awarding Canyon Creek Construction as the lowest responsive and responsible bidder for the Carson City Aggregate Base Rock Contract #0304-007.

Please call regarding any questions that you may have on this matter.

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE

Bidder's initials & date 5ん 7/4/07

	Bidder's Initials & date 2/2
50 BID	DER INFORMATION:
	Company Name: Canyon Creek Construction Federal ID No.: 88-0237747
	Mailing Address: P.o. Box 21279
	City, State, Zip Code: Lacson City Neuada 89721
	Complete Telephone Number: (775) 882-6622 Complete Fax Number: (775) 882-6621
	Contact Person/Title: Sam Neur's / PresidenT Mailing Address: P.O. Boy 21270
	City, State, Zip Code: <u>Carson City</u> Nevada, 89721
	Complete Telephone Number: (775) 882-8622
	Complete Fax Number: (775) 882 - 6621
	E-mail Address: <u>CCCNevis @ aoL. Com</u>
Cars advis licen busir	on City Municipal Code Section 4.04.010 requires that any business operating within on City is required to be in possession of a valid Carson City business license. Be sed that upon award of a contract by Carson City, you must either have a current businesse or an exemption letter from the Carson City Treasurer's Office before commencing less. However, possession of said license is not a prerequisite for bidding. If Bidder has a valid Carson City Business License, please provide number:
51.2	Bidder does not have a valid Carson City Business License, Bidder contacted a representative of the Treasurer's Office Business License Division at 775-887-2092 and has been informed that Bidder does need a Carson City Business License for
	this REQUEST FOR BID . Bidder certifies that he will obtain a Carson City
	Business License if awarded this REQUEST FOR BID.
	Signature Date
51.3	Bidder does not have a valid Carson City Business License. Bidder certifies that he
	has spoken to a representative o
	the Treasurer's Office Business License Division at 775-887-2092 and has been informed that <u>Bidder does not need</u> a Carson City Business License for this REQUEST FOR BID .
	tera dia persona di Salamana di Salama Salamana ji senggaran di Salamana di S
	Signature Date

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & d

Bidder's initials & date SN 7/16/07

52 DISCLOSURE OF PRINCIPALS:

52.1	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:
	Other 2)	Title: Name:
52.2	State in whi Date Incorp Name of Co Address: City, State.	ch Company is Incorporated: Nevada orated: 1988 rporation: Lanyon Creek Construction P.O. Box 21270 Zip Code: Cansen
		Name: Sam Nevis
		ent's Name:
		ne:
	Other 2) Nar	ne:

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & contracts

Bidder's initials & date SN 7/K/67

If Bidder responds NO to any of the following questions, Bidder must use the EXCEPTION SUMMARY 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 title of document from the top of the page, the page number from the bottom of the page, the item 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 the Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.

- - 53.1 Bidder agrees to furnish and pay for all materials, labor, equipment, supplies, transportation, and facilities necessary to supply road base aggregate. Ye'ves DNo
 - - Bidder agrees that the materials shall be 3/4 inch size maximum gradation (per Section 200.01.03 "Type II Class B aggregate base, in the aforementioned Specification Book). ▼Yes □No
 - 53.2.1.1 Bidder agrees that the maximum moisture content upon delivery shall not exceed the optimum moisture content as stated in the moisture-density curve for the material and shall be deducted from total weight before payment. ▶️Yes □No
 - Bidder agrees that as directed and confirmed by Chuck Knowlton, Street Operations Chief, or his designee, the Bidder shall periodically furnish proof, from a qualified testing laboratory of the City's choice, that his material meets these minimum specifications.

 ▼Yes □No
 - 53.2.2.1 Bidder has provided "Exhibit 3.1.4.1" proof from a qualified testing laboratory of the City's choice that Bidder's material meets the minimum specifications . ▼Yes □No

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date SN 11Nº3

Bidder agrees that the City shall reserve the right to require of the Bidder 53.2.3 throughout the term of the contract, certification of compliance with regard to these specifications, and on any such testing required where the results indicate failure, the cost associated therewith shall be the responsibility of the Bidder. ♥Yes □No Bidder agrees that the Bids shall be based on standard weight material. 53.2.4 T¥Yes □No Bidder has provided "Exhibit 3.1.7.1" proof from an engineering lab of 53.2.5 Bidder's average unit weight per cubic foot compacted at ninety-five Bidder agrees that volume or spread rate per ton is not considered as a 53.2.6 factor for bidding purposes. ¥Yes □No Bidder agrees to perform, to the satisfaction of the City; to maintain 53.2.7 throughout the term of the contract, adequate staff, equipment and facilities to meet the terms and conditions hereof; and to provide the materials and/or services in accordance with the provisions of the bid documents. ¥Yes □No Bidder agrees that measurement and payment shall be based on 53.2.8 certified weight records furnished by the Bidder to the City. ¥Yes □No Bidder agrees that Carson City will pay the Bidder progress payments 53.2.9 computed from the actual quantities of materials furnished, at the unit price shown in the BID RESPONSE. AYes DNo 53.2.10 Bidder agrees that material furnished pursuant to this Contract shall be delivered to, or within, the urban and rural areas of Carson City and shall be in units as indicated on the BID RESPONSE, or as otherwise provided.**Y**PYes □No Bidder agrees that such deliveries may be made to stock piles or spread 53.2.11 on roadway surfaces, as directed by Chuck Knowlton, Street Operations Chief or his designee. ¥Yes □No. Bidder agrees that Carson City shall provide three (3) days delivery 53.2.12

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & d

Bidder's initials & date SW 7/1403

- 53.2.13 Bidder agrees that weight records from State certified scales shall be furnished to the City. XYes □No
 53.2.14 Bidder agrees that for units of 600 tons or more, the material shall be delivered at a "truck-arrival rate" of ten (10) minutes minimum and twenty
- 54 Bidder agrees that the CONTRACT TERM shall be for two (2) years from date of award by the Board of Supervisors. Yes

 No□

(20) minutes maximum intervals. ★Yes □No

- 54.1 Bidder agrees that Carson City shall have the right to renew the Contract, for three (3) additional years, subject to negotiation. Yes ▼ No□
- 54.2 Bidder guarantees the pricing for a period of two (2) years from the date of award.

 Yes
 No
- 55 Bidder agrees that product(s) supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices. Yes 4 Non
- 56 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. Yes 🕅 Noo
- 57 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the product(s) and/or service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. Yes \$\frac{1}{2}\$ No\$
- 58 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 Y Not
- 59 Bidder has read and agrees to abide by the <u>TERMS AND CONDITIONS</u> of this **REQUEST FOR BID**. Yes y No□

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's Initials & date 50 7/163

60 Bidder agrees to provide a certificate of general liability insurance containing limits of not less

(han One Million Dollars (\$1,000,000) naming Carson City as an additional insured and sertificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. Yes No□
8	bidder agree to provide a certificate of workers' compensation insurance listing Carson Cit is a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate hall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11 Carson City, Nevada 89701. Yes No□
	ASH DISCOUNT of % may be taken in addition to the price(s) stated for the arms of days.
6	2.1 Prompt payment discounts will be considered in award recommendation only if discount period is fifteen (15) or more calendar days.
6	2.2 Discount period will be computed from the date Carson City acknowledges that the delivery and/or performance meets the requirements of this REQUEST FOR BID or from the date the correct invoice is received by the appropriate Carson City department/division accounts payable clerk, whichever is the latter date.
6	2.3 Payment is deemed to be made on the date payment is mailed to the Bidder.
3 I	YPE II CLASS B AGGREGATE BASE MATERIAL CONTRACT PRICING:
	ANTITY LBS/C.F. COMPACTED UNIT COST 150 tons Cost written in words: Six dollars per Ton

151 to 600 tons

1/3-9 lbs/ | C.F. \$6 - /70N

Unit cost written in words: 5/x dollars per Ton 601 tons and over Unit cost written in words: _

Page 37 of 40

0304-007 Road Base Aggregate

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's Initials & d

Bidder's Initials & date SN 7/1463

63.1 Fleet availability - State the number of trucks and tonnage of stated trucks available to you for service under this Contract.

QUANTITY	CAPACITY (Tonnage)	Check one of the following:
5	22	Own 🥱 Lease □ Rent □
	3.6	Own A Lease Rent
		Own D Lease D Rent D
		Own □ Lease □ Rent □
	· · · · · · · · · · · · · · · · · · ·	Own □ Lease □ Rent □
	the the section and the same and the same and the same of the same and	Own D Lease D Rent D
	Anna alan depolacing space (see space data data)	Own Lease Rent

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's Initials & contracts

Bidder's Initials & date SN 7/403

64 ACKNOWLEDGMENT AND EXECUTION:
STATE OF Nevada)
COUNTY OF Carson Gty)
(Name of party signing this <u>BID RESPONSE</u>), being first duly sworn, do depose and say: That I am the Bidder, or the authorized agent of the Bidder, from whom the aforesaid described product(s) and/or service(s) is to be provided; that I have read and agree to abide by this REQUEST FOR BID which includes the following documents: <u>NOTICE TO BIDDERS</u> , <u>SPECIFICATIONS</u> , <u>TERMS AND CONDITIONS</u> , and <u>BID RESPONSE</u> .
BIDDER: PRINTED NAME OF BIDDER: <u>Canyon Coeek Constructio</u> TITLE: <u>President</u>
FIRM: Canyon Creek Construction
Address: P.O. Boy 21270 City: Lanson City
State / Zip Code: Nevada 89721
Telephone Number: 1 (775) 882-6622
Fax Number: /(C775) 882-6621
E-mail address: CCCNC41'S Q QOL. COM (Signature of Bidder) DATED this 16 day of July , 2003.
ATTEST:
On this 16 day of July , in the year 2003, before me, <u>barbara J. Cummy</u> Notary Public, personally appeared <u>Sam Nevis</u> Dersonally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.
WITNESS my hand and official seal. BARBARA J. CUMMINS NOTARY PUBLIC - NEVADA Appt. Recorded in WASHOE CO. My Appt. Exp, March 24, 2006
Notary's Signature Notary's Signature Notary's Signature Notary's Signature
Arbark J. Compains Notary Public for the State of Nevada.

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's Initials & C

Bidder's initials & date en 1/5/03

65 EXCEPTION SUMMARY INSTRUCTIONS:

- 65.1 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 title of document from the top of the page, the page number from the bottom of the page, the item 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 the Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.
- 65.2 If additional space is required, use company letterhead and mark as "Exhibit 65.2".
- 65.3 If there are no deviations, modifications, and/or alternates proposed to this REQUEST FOR BID, write "None".

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* * * END OF BID RESPONSE * * *

5 46 617 3.1.40 LABORATORY TEST DATA SUMMARY TABLE

Project: Canyon Creek Construction TAO		Project No.: 0578-01-1
Lab Log: 3589 Date Sampled: 2/19/2003	Sampled By: Client	Date Received: 2/20/2003
Sample Identification: Type 2, Class B, Aggregate	Base Course	
Supplier/Sample Source: Canyon Creek Constructi	on, Mound House Pit	

		Specifications
Sieve Size	Percent Passing	SSPWC Type 2 Class B Aggregate Base Course
1"	100	100
3/4"	97	90-100
1/2"	89	***
3/8"	79	79 da 18
No. 4	51	35-65
8	34	44 18-16-
16	24	15-40
30	17	
50	13	49° 600 No
100	11	1 0 44 100
200	8.9	2-10
Fractured Faces (%)	100	35 % Minimum
R Value	81	70 Minimum
Percentage of Wear (%)	23.9	45 Maximum
Atterberg Limits (LL,PI)	LL = 22, Pl = 1	35 Max., 4 Max.
Moisture Density	ASTM D 1557, Method C	
Max. Dry Density (pcf)	119.9	****
Optimum Moist. Cont. (%)	10.6	

[-] Indicates Out of Specification

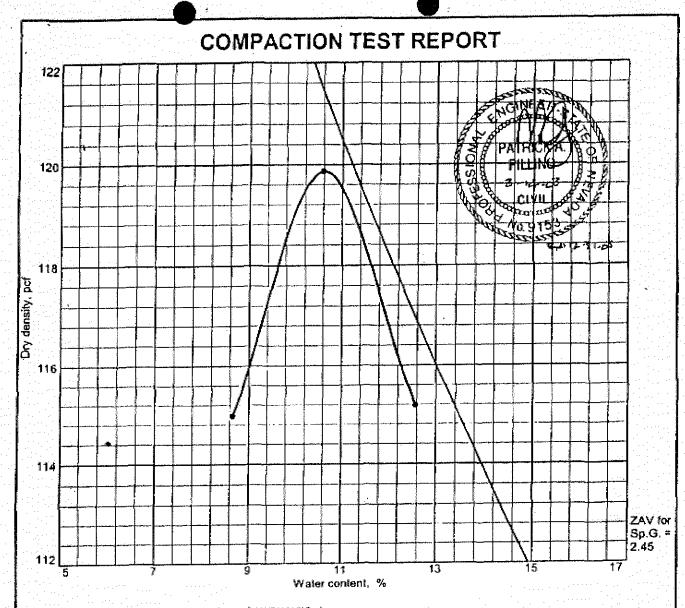
BLACK EAGLE CONSULTING, IN 1345 CAPITAL BOULEVARD, SUITE A RENO, NEVADA 89502-7140 PHONE (775) 359-6600 FAX (775) 359-7766

Submitted By:

Ron Weber

Laboratory Services Manager Date: March 13, 2003

Gar 17 FI EST

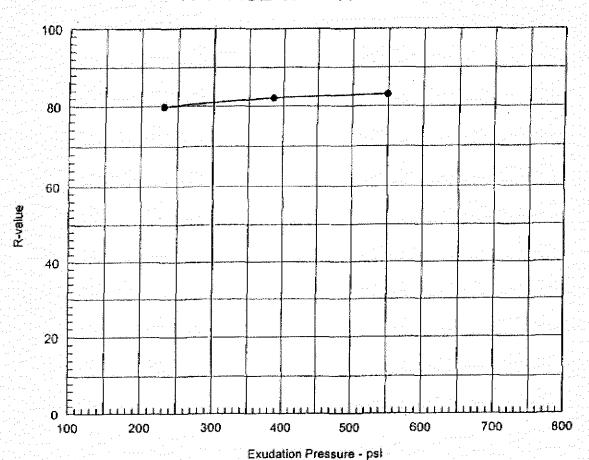


Test specification: ASTM D 1557-91 Procedure C Modified

Elev/	Classi	Nat.	Sp.G.	11	P)	% >	% <	
Depth	uscs	AASHTO	Moist.	37.0.	LL		3/4 in.	No.200
		the same	6.6 %		22	Ţ	3.0	8.9

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 119.9 pcf Optimum moisture = 10.6 %	Type 2, Class B, Aggregate Base Course
Project No. 0578-01-1 Client: Canyon Creek Construction Project: Testing as Ordered • Source: Moundhouse Pil COMPACTION TEST REPORT BLACK EAGLE CONSULTING, INC.	Remarks: Laboratory Number 3589 March 4, 2003 Figure 5a





Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist.	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
l	350	109.7	15.1	0,00	13	2.40	549	84	83
. 2	350	108.5	16.3	0.00	17	2.38	231	81	80
3	350	109.3	15.7	0.00	15	2,44	386	83	82

Test Results

Material Description

R-value at 300 psl exudation pressure = 81

Type 2, Class B, Aggregate Base Course

Project No.: 0578-01-1

Project: Testing as Ordered

Source of Sample: Moundhouse Pil

Date: 3/13/2003

Labo

R-VALUE TEST REPORT

BLACK EAGLE CONSULTING, INC.

Remarks: Laboratory Number 3589

Tested by: J.F.

Checked by: R.W.

Figure 6a