14em# 5-90

City of Carson City Agenda Report

Date Submitted: July 29, 2008 Agenda Date Requested: August 7, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to determine that Solid Waste Reduction Services is the only responsive and responsible bidder pursuant to N.R.S. Chapter 332 and to award Contract No. 0809-052 Carson City Landfill Scrap Metal Recycling to Solid Waste Reduction Services through June 30, 2011 for recycling scrap metal from the Carson City Landfill.

Staff Summary: Bids were solicited on behalf of the Carson City Public Works Department for the recycling of scrap metal at the Carson City Landfill. The listed vendor proposed to pay Carson City 100% of the American Metal Market Pricing Index for Non Ferrous Metals per pound (i.e. Copper, Brass, Aluminum and Stainless Steel) and 100% minus \$20.00 per net ton for Ferrous Metals and White Goods. This is a revenue generating contract with the potential of bring in an additional \$458,000.00 a year based on Calendar Year 2007's tonnage and today's rate. This amount is subject to change based on market conditions.

Type of Action Requested:	(check one)			
() Resolution	Ordinance			
(X_) Formal Action/Motion	on () Other (Spec	cify)		
Does This Action Require A Business Impact Statement: () Yes (_X) No				

Recommended Board Action: I move to determine that Solid Waste Reduction Services is the only responsive and responsible bidder pursuant to N.R.S. Chapter 332 and to award Contract No. 0809-052 Carson City Landfill Scrap Metal Recycling to Solid Waste Reduction Services through June 30, 2011 for recycling scrap metal from the Carson City Landfill.

Explanation for Recommended Board Action: *NOTICE TO BIDDERS* were mailed on July 1, 2008 and the *NOTICE TO BIDDERS* was published in the Nevada Appeal on July 6, 2008.

One bid was received and the bid was opened at approximately 10:10 a.m. on July 23, 2008 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Dave Herrod with Solid Waste Reduction Services, Darren Selby & Kim Belt with Carson City Public Works, and Sandy Scott, Purchasing & Contracts Management Assistant.

The proposal was reviewed for price; conformance to the specifications; qualifications; past performance, performance or delivery date; quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the

required purpose of the contract; and the best interests of the public.

Staff recommends award to Solid Waste Reduction Services as the highest responsive and responsible bidder pursuant to N.R.S. Chapter 332.

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

Fiscal Impact: No Impact this is a revenue generating contract.

Explanation of Impact: No impact.

Funding Source: N/A

Alternatives: Provide other direction.

Supporting Material: Bid Tabulation Report and Bid Response from Solid Waste Reduction

Services.				
Prepared B	By: Sandy Scott, Purchasing & Contracts N	/lanage	ement Assistant	
Reviewed E	(Carson City Landfill) (City Manager) (District Attorney) (Finance Director)		Date: $\frac{7/29}{29}$ Date: $\frac{7/29}{29}$ Date: $\frac{19/39}{29}$ Date: $\frac{1}{29}$	108
Board Action	on Taken:			
Motion:	2))		Aye/Nay
(Vote Re	corded By)			

THIS CONTRACT, made and entered into this 7th day of August, 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Solid Waste Reduction Services hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing & Contracts Director for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of CONTRACTOR for CONTRACT No. 0809-052 Carson City Landfill Scrap Metal Recycling are both necessary and in the best interests of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 REQUIRED APPROVAL:

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM**:

2.1 This Contract shall be effective from August 7, 2008 subject to Carson City Board of Supervisors' approval (anticipated to be August 7, 2008) to June 30, 2011, unless sooner terminated by either party as specified in **Section 6 Contract Termination**.

3 **NOTICE**:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use C	nly
CCBL expires	
GL expires	
AL expires	
PL expires	
WC expires	

3.2 Notice to CONTRACTOR shall be addressed to:

Dave Herrod/Operations Manager Solid Waste Reduction Services 490 Valley Road Reno, Nevada 89512 775-331-2267 / Fax 775-322-1750 daveherrod@scrapmetalreno.com

3.3 Notice to CITY shall be addressed to:

Carson City Purchasing & Contracts
Sandy Scott, Management Assistant
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30137 / FAX 775-887-2107
SScott@ci.carson-city.nv.us

4 **SCOPE OF WORK:**

- 4.1 **CONTRACTOR** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**" and shall receive title to and accept liability and responsibility for all materials, including nonferrous metals, ferrous metals and white goods collected, transported or otherwise handled by **CONTRACTOR** pursuant to this contract and attached hereto as Exhibit A and incorporated herein.
- 4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.
- 4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.
- 4.4 CONTRACTOR represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. CONTRACTOR shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. CONTRACTOR shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by CONTRACTOR to CITY.

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- 4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.
- 4.6 Before commencing with the performance of any work under this Contract, CONTRACTOR shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, CONTRACTOR shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If CONTRACTOR performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5 **CONSIDERATION:**

- 5.1 The parties agree that CONTRACTOR will provide the SERVICES specified in Section 4 Scope of Work and CONTRACTOR agrees to pay CITY the CONTRACT SUM based upon 100% of the American Metal Market Pricing Index for Non Ferrous Metals per pound and 100% minus \$20.00 per net ton for Ferrous Metals and White Goods, in accordance with the Bid Response (Exhibit A) incorporated herein and made a part thereof.
- 5.2 **CONTRACT SUM** represents full and adequate compensation for the recycling of scrap metal, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.
- 5.3 Payment by **CONTRACTOR** for the **SERVICES** rendered by **CONTRACTOR** shall be due by the 5th day of each month for the previous month's business. There will a pickup location as well as certified weight receipts with each check along with a copy of the American Metal Market publication.
- 5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 **CONTRACT TERMINATION:**

- 6.1 Termination Without Cause:
- 6.2 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

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- 6.3 Termination for Nonappropriation:
- 6.4 Cause Termination for Default or Breach:
- 6.5 A default or breach may be declared with or without termination.
- 6.6 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- 6.6.1.1 If CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 6.6.1.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 6.6.1.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 6.6.1.4 If CITY materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or
- 6.6.1.5 If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6.6.1.6 If it is found by CITY that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 6.7 Time to Correct:
- 6.8 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 6.9 Winding Up Affairs Upon Termination:
- 6.10 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

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- 6.10.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 6.10.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;
- 6.10.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;
- 6.10.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21 City Ownership of Proprietary Information**.

7 **REMEDIES**:

7.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

8 **LIMITED LIABILITY:**

8.1 CITY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the fiscal year budget in existence at the time of the breach. CONTRACTOR'S tort liability shall not be limited.

9 **FORCE MAJEURE:**

9.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused

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party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10 **INDEMNIFICATION**:

- 10.1 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.
- 10.2 Except as otherwise provided in Subsection 11.4 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:
- 10.3 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 10.4 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.
- 10.5 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.
- 10.6 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.

11 <u>INDEPENDENT CONTRACTOR:</u>

- 11.1 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.
- 11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted

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services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

- 11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party.
- 11.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 11.5 Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of CITY.

12 **INSURANCE REQUIREMENTS:**

- 12.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 12.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.
- 12.3 Prior approval of the insurance policies by CITY shall be a condition precedent to any payment of consideration under this Contract and CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.
- 12.4 Insurance Coverage:
- 12.5 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:
- 12.5.1.1 Final acceptance by CITY of the completion of this Contract; or

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- 12.5.1.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.
- 12.6 Any insurance or self-insurance available to CITY shall be in excess of and non-contributing with any insurance required from CONTRACTOR. CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.
- 12.7 General Requirements:
- 12.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.
- 12.9 Additional Insured: By endorsement to the general liability insurance policy evidenced by CONTRACTOR, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 12.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 12.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 12.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.
- 12.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

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- 12.13.1.1 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 12.13.1.2 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:
- 12.13.1.3 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 12.13.1.4 **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 & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.
- 12.13.1.5 **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.
- 12.14 Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by CONTRACTOR. Neither approval by CITY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of CONTRACTOR or its sub-contractors, employees or agents to CITY or others, and shall be in addition to and not in lieu of any other remedy available to CITY under this Contract or otherwise. CITY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13 COMMERCIAL GENERAL LIABILITY INSURANCE:

- 13.1 Minimum Limits required:
- 13.2 Two Million Dollars (\$2,000,000.00) General Aggregate
- 13.3 Two Million Dollars (\$2,000,000.00) Products & Completed Operations Aggregate
- 13.4 One Million Dollars (\$1,000,000.00) Each Occurrence
- 13.5 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

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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).

14 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 14.1 Minimum Limit required:
- 14.2 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage
- 14.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 15.1 **CONTRACTOR** shall provide workers' compensation insurance as required by **Nevada** Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 15.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of **Nevada Revised Statutes** Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of **Nevada Revised Statutes Chapters** 616A-616D, inclusive.

16 **BUSINESS LICENSE**:

- 16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.
- 16.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by CITY of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by CITY under the terms of this Contract.

17 <u>COMPLIANCE WITH LEGAL OBLIGATIONS:</u>

17.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes,

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assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with **N**evada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18 **WAIVER OF BREACH:**

18.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19 **SEVERABILITY**:

19.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20 **ASSIGNMENT/DELEGATION:**

20.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY.

21 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by CONTRACTOR (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY possession by CONTRACTOR upon completion, termination, or cancellation of this Contract. CONTRACTOR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.

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- 21.2 CITY shall be permitted to retain copies, including reproducible copies, of CONTRACTOR'S drawings, specifications, and other documents for information and reference in connection with this Contract.
- 21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22 **PUBLIC RECORDS**:

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

23 **CONFIDENTIALITY**:

23.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24 **FEDERAL FUNDING**:

- 24.1 In the event federal funds are used for payment of all or part of this Contract:
- 24.2 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 24.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 24.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and

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any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

25 **LOBBYING**:

- 25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- 25.2 Any federal, state, county or local agency, legislature, commission, counsel or board;
- 25.3 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- 25.4 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26 **GENERAL WARRANTY**:

26.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27 **PROPER AUTHORITY**:

27.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

28 **ARBITRATION**:

28.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

29 **GOVERNING LAW; JURISDICTION:**

29.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30 ENTIRE CONTRACT AND MODIFICATION:

30.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

Page 14 of 17 Revised 3/21/08

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 0708-052 SAMPLE CONTRACT

31 **ACKNOWLEDGMENT AND EXECUTION:**

31.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY CITY'S LEGAL COUNSEL Neil A. Rombardo, District Attorney Finance Director Attn: Sandy Scott, Management Assistant **Purchasing and Contracts** I have reviewed this Contract and approve 201 North Carson Street Suite 11 as to its legal form. Carson City, Nevada 89701 Telephone: 775-887-2133 ext. 30137 Fax: 775-887-2107 SScott@ci.carson-city.nv.us By: By: Sandy Scott Deputy/ Management Assistant **DATED** CITY'S ORIGINATING DEPARTMENT BY: Andrew Burnham, Director

Carson City Public Works Department

3505 Butti Way

Carson City, NV 89701

Telephone: 775-887-2355 Ext. 1001

Fax: 775-887-2116

ABurnham@ci.carson-city.nv.us

Dave Herrod deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

CONTRACTOR BY: Dave Herrod TITLE: Operations Manager FIRM: Solid Waste Reduction Services CARSON CITY BUSINESS LICENSE #: 08-13406 Address: 490 Valley Road City: Reno State: Nevada Zip Code: 89512 Telephone: 775-331-2267 Fax #: 775-332-1750 E-mail Address: daveherrod@scrapmetalreno.com
(Signature of CONTRACTOR)
DATED $\frac{7/28/08}{}$
STATE OF Necola) ss
County of <u>Wiehose</u>)
Signed and sworn (or affirmed) before me on this 28 day of July, 2008, by <i>contractor</i>
(Signature of Notary)
(Notary Stamp)
RANDI HOWERY NOTARY PUBLIC - STATE OF NEVADA COUNTY OF WASHOE APPT. No. 07-2269-2 MY APPT. EXPIRES JAN. 05, 2011

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of August 7, 2008 approved the acceptance of **CONTRACT No. 0809-052**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

	CARSON CITY, NEVADA
	MARV TEIXEIRA, MAYOR
	DATED this 7th day of August, 2008.
ATTEST:	
ALAN GLOVER, CLERK-RECORDER	
DATED this 7th day of August, 2008.	

Page 17 of 17 Revised 3/21/08

"Exhibit B"

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's in

Bidder's initials & date D. H. 1/11/26

81	BIDDER INFORMATION:
982 983	Company Name: Solid Waste Reduction Services (SWRS)
984	Federal ID No.: \\\\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
985	Mailing Address: 440 Valley £d
986	City, State, Zip Code: Reno NV 87512
987	Complete Telephone Number: (7)() 331 - 2267
988	Complete Fax Number: (77x) 322 - 1750
89	, and the second
90	Contact Person/Title: Nave Herrod / Operations Manager
991	Mailing Address: 490 Valley Rd
992	City, State, Zip Code: Reno' NV 89512
993	Complete Telephone Number: (775) 690 - 3099
994	Complete Fax Number: (7)() 322 - 12(0)
995	E-mail Address: dave herrod a scrapmetal reno com
996	
997	Carson City Municipal Code Section 4.04.010 requires that any business operating within
998	Carson City is required to be in possession of a valid Carson City business license. Be
999	advised that upon award of a contract by Carson City, you must either have a current
000	business license or an exemption letter from the Carson City Development Services
001	Department before commencing business. However, possession of said license is not a
002	prerequisite for bidding.
303	
004	If Bidder has a valid Carson City Business License, please provide number:
005	90F(1000+00
006 007	Bidder does not have a valid Carson City Business License. Bidder contacted a
008	representative of the Carson City Development Services Department at 775-887-2105 and
009	has been informed that <u>Bidder does need</u> a Carson City Business License for this
	REQUEST FOR BID. Bidder certifies that he will obtain a Carson City Business Licens
010	
011	if awarded this REQUEST FOR BID .
012	D. J.
013	Signature Date
014	District Annual Control of the Contr
015	Bidder does not have a valid Carson City Business License. Bidder certifies that he has
016	spoken to a representative of the Carson City Development Services Department at 775-887-2105 and has been informed
017	
018	that Bidder does not need a Carson City Business License for this REQUEST FOR
019	BID.
020	
021	Signature Date

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date Din 7/17/08

1022	DISCLOSUR	E OF PRINCIPALS:
1023		
1024	Individual and	/or Partnership:
1025	0	Manage
1026	Owner 1)	Name:
1027		Address:
1028		City, State, Zip Code: Complete Telephone Number:
1029		Complete relephone Number:
1030	Owner 2)	Namo:
1031 1032	Owner 2)	Name:
1032		City State Zin Code:
1033		Address:
1034		Complete relephone Number.
1035	Other 1)	Title:
1037	00,000	Name:
1038		
1039	Other 2)	Title:
1040		Name:
1041		
1042	Corporation:	
1043		4.1
1044	State in whi	ch Company is incorporated: Nevada
1045	Date Incorp	orated: 101.193 rporation: Solid Waste Reduction Services Inc.
1046	Name of Co	rporation: Solid Waste Reduction Services Inc.
1047	Address:	MO Valley Rd Zip Code: <u>Revo NV とりらい</u> elephone Number: クラン 331-2267
1048	City, State, 2	Zip Code: <u>Reno NV Elisia</u>
1049	Complete To	elephone Number: (?)5) 331-2267
1050		
1051	President's	Name: Steve Goldman
1052		
1053	Vice-Preside	ent's Name: Suzy Goldman
1054		No. 10 the man
1055	Other 1) Na	me: Dave Herroa which's Manager
1056	Title: <u>Upo</u>	DIW15 Manoger
1057		1) II Commi
1058	Other 2) Na	me: <u>Valt Greene</u> nch Manager
1059	little: <u>loca</u>	NCH Manages

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date $\frac{\mathfrak{D} \, \mathsf{H} \cdot \mathfrak{I}}{\mathsf{P}}$ 98

L060 L061 L062	If Bidder responds NO to any of the following questions, Bidder must un EXCEPTION SUMMARY document to record any deviations, modification alternates proposed to this REQUEST FOR BID. Failure to do so may be	ons, and	
1063	for rejection of the BID RESPONSE. Bidder must indicate the title of do		
1064	the top of the page, the page number from the bottom of the page, the i		
L065	corresponding to the item, and a detailed description of the deviation, I	modifica	tion,
1066	and/or alternate. Failure to note deviations, modifications, and/or altern	iates on	the
L067	EXCEPTION SUMMARY shall be interpreted to convey that Bidder will p	perform i	in the
1068	manner described and/or specified in this REQUEST FOR BID.		
L069	·		
L070	Bidder has read the SPECIFICATIONS and certifies that the product(s) and/	or service	e(s)
1071	proposed meets or exceeds the requirements of this REQUEST FOR BIL		
1072		⊠Yes	□No
L073		, ,	
1074	Bidder shall remove collected scrap "ferrous" metals from the Carson City Sa	anitary La	andfill
1075	located at 7001 Hwy 50 East, Carson City, Nevada.	•	
1076	•	⊠Yes	□No
L077			
L078	Bidder understands that it may bale on-site and/or remove scrap metal from	site using	g own
L079	staff and equipment.		
1080		⊠Yes	□No
1081			
1082	Bidder shall remove materials from site on a frequency that reduces excess	accumula	ation
1083	of material. This may be as frequent as weekly removal.		
1084		⊠Yes	□No
1085			
1086	Bidder understands that White goods (appliances) are included in this agree		
1087		⊠Yes	□No
1088			
1089	 Bidder agrees that air conditioning units, refrigerators, and other white 		
1090	contain refrigerant compounds (Freon) must be handled (evacuated of		
L091	a manner consistent to all applicable federal and state regulation gove	erning thi	s
1092	activity.	heix	
1093		⊠Yes	□No
1094	Didden and the second of the s		iala.
1095	Bidder agrees to supply three (3) recycling bins for the collection of "non-ferr		ais
1096	(i.e. brass, copper, and aluminum) at each of the three facilities previously list		/TING
1097		⊠Yes	□No
1098	Demonstratifican ferrough bins will be as acceded. The O'C. World of		h.
L099	Removal of "non-ferrous" bins will be as needed. The City will set up	a mutuai	ıy
1100	agreed upon time for contractor to pick up bins.	m/v	CTAL.
1101		⊠Yes	□No

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date PH This

1102 1103		Carson City Public Works 100% Contractor Delivered pri	ce.
1104	Certified Wolghts of e	⊠Yes	□No
1105	- Piddor paroon portific	ed weight receipts of recycled "ferrous" and "non-ferrous"	metale
1106 1107		ment from contractor to the City for weight of process me	
1107	shall accompany pay	Ment from contractor to the city for weight or process me	□No
1109		R	
1110	 Bidder shall pay Cars 	son City within thirty (30) days of pick-up. Check shall be	made
1111		ity and shall be provided to:	
1112			
1113		Carson City Public Works Department	
1114		3505 Butti Way	
1115	•	Carson City, Nevada 89701	CINA
1116		⊠Yes	□No
1117 1118	Ridder agrees that each nav	yment shall also reference pick-up location (i.e. Landfill, S	treets
1119	of Water Divisions)	yment shall also reference plate up location (i.e. carrenti, e	
1120	or viator biviolorio,	⊠Yes	□No
1121			
1122	Bidder agrees to enter into	a Contract (Attachment "A" - Sample Contract) with Carso	on City
1123	for the period of July 1, 200		
1124		ÆlYes	□No
1125	Didden consessable to CON	TD & CT TEDSE abolt he for there (0) we are from date of or	
1126 1127	by the Carson City Board of	TRACT TERM shall be for three (3) years from date of av	varo
1127	by the Carson City Board Of	ÖYes	□No
1129		Д100	L.110
1130	Bidder agrees that should h	e fail to deliver the product(s) and/or perform the service(s	s) bid
1131		QUEST FOR BID, Carson City may declare Bidder in d	
1132		lamages, costs and fees (including Attorney's fees) allowa	
1133	law.		·
1134		Ø(Yes	□No
1135			
1136		ent of default by Bidder, Carson City may, at its option, pu	
1137 1138		ternatives including: procure the product(s) and/or service ld the defaulting Bidder responsible for an excess cost	(S)
1138		a penalty of 5% of the total awarded bid amount, comme	nce
1140		ance Bond proceedings, debar the defaulting Bidder for no	
1141		ner applicable legal remedies.	
1142	, , , , , , , , , , , , , , , , , , , ,	∑(Yes	□No

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date <u>b. it.</u> パパッ

the SPECIFICATIONS, they may be accepted and payment shall be made at a proper adjustment in price. 1146	1143	Bidder agrees that if necessity requires the use of materials of supplies he			
Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID. Syes			at a prope		
Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID. Syes		adjustment in price.	XIYes	□No	
Bidder has read and agrees to abide by the TERMS AND CONDITIONS of this REQUEST FOR BID. MYes Bidder has provided "Exhibit A" - All addenda must be signed and placed in date an order. MYes			٦		
REQUEST FOR BID. 1150		Bidder has read and serves to shide by the TERMS AND CONDITIONS of	of this		
Bidder has provided "Exhibit A" - All addenda must be signed and placed in date an order. Myes			71 (1113		
Bidder has provided "Exhibit A" - All addenda must be signed and placed in date an order. 153		REQUEST FOR BID.	(Y)/	mN _a	
Bidder has provided "Exhibit A" - All addenda must be signed and placed in date an order. 1154			Мites	□No	
order. Sidder has provided "Exhibit B" - BID RESPONSE additional space on company letterhead. Sidder has provided "Exhibit C"- Supplemental materials. Bidder has provided "Exhibit C"- Supplemental materials. 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 FOI BID. Sidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on company letterhead.		and the second s		l Aiman	
Bidder has provided "Exhibit B" - BID RESPONSE additional space on company letterhead. MYes	1152		in date and	ı ume	
Bidder has provided "Exhibit B" - BID RESPONSE additional space on company letterhead. MYes	1153				
Bidder has provided "Exhibit B" - BID RESPONSE additional space on company letterhead. MYes		XiYes ⊔no	□Not Appli	cable	
letterhead. Myes	1155				
Bidder has provided "Exhibit C"- Supplemental materials. Bidder has provided "Exhibit C"- Supplemental materials. 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 FOI BID. CYES Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space o			ompany		
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Bidder has provided "Exhibit C"- Supplemental materials. Inc. Inc.		Myes Lino	□Not Appi	cable	
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 FOI BID. Dayes Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete the read.		many and the state of the state			
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 FOI BID. 24Yes Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letterhead.			m31-4-4		
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 FOI BID. 2Yes Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letterhead.		kites ⊓ino	⊔Not Appi	icable	
Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation and Employer's Liability Insurance for this REQUEST FOI BID. 2Yes Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on comletterhead.			TO 6-		
Workers' Compensation and Employer's Liability Insurance for this REQUEST FOI BID. 1167 1168 1169 Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on comletterhead.	1163	Bidder has read and agrees to abide by the INSURANCE REQUIREMEN	<u>18</u> for		
BID. 2Yes 1168 1169 Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letterhead.	1164				
1167 1168 1169 Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letterhead.	1165	Workers' Compensation and Employer's Liability Insurance for this REQU	JEST FOR	₹	
Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letter head.	1166	BID.			
Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional space on complete letterhead.	1167		Ø(Yes	□No	
1170 letterhead.	1168				
and a spirit the second of the	1169	Bidder has provided "Exhibit D" - EXCEPTION SUMMARY additional sp	ace on com	pany	
1171	1170		4		
	1171	□Yes □No	⊠Not Appl	icable	

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date D.H. かかか

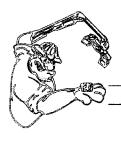
172 173	PRICING SUMMARY	Please see
174	Payment Based upon a Percentage using the US Scrap Meta	Index; Exh.b.t B %
175 176	Description: Ferrous Metals Please See "Exh.bitß" Unit Price	;per
177 178	Unit Price Written in Words: Please See "Exh.b.+6"	
179 180	Non-Ferrous Metals	
181 182	Description: Aluminum Unit Pric	e:per
183 184	Unit Price Written in Words:	
.85	Description: Brass Unit Price	:per
.87 .88	Unit Price Written in Words:	
189 190 191	Description: Copper Unit Price	:per
92 93	Unit Price Written in Words:	
94 95	Description: OtherUnit Price	e:per
96 97	Unit Price Written in Words:	
91 98 99	Description: White Goods Unit Price	e:per
00	Unit Price Written in Words:	
)2		per
04	Unit Price Written in Words:	
06 07	Description: Unit Price:	per
08 09	Unit Price Written in Words:	
10	Description: Unit Price:	per
212	Unit Price Written in Words:	
113 214 215	Description: Unit Price:	per
16	Unit Price Written in Words: Please Sec "Exhib. + B"	

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date D.H. 7/17/09

1217	ACKNOWLEDGMENT AND EXECUTION:
1218	STATE OF Devada
1219 1220) SS
1221	COUNTY OF Washoe
1222	
1223	I, Dave Herror (Name of party signing this BID
1224	RESPONSE), do depose and say: That I am the Bidder or authorized agent of the Bidder;
1225	and that I have read and agree to abide by this REQUEST FOR BID which includes the
1226	following documents: NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND
1227	CONDITIONS, and BID RESPONSE.
1228	
1229	BIDDER:
1230	PRINTED NAME OF BIDDER: Save Herrod
1231	TITLE: Operations Manager
1232	FIRM: Solid Waste Reduction Services
1233	Address: 490 Valley Rd
1234	City: <u>keno</u>
1235	State / Zip Code: Nevada 89512
1236	Telephone Number: რენე 690 - პაექ
1237	Fax Number: (725) 322-1750
1238	E-mail address: dove herrod & scropmentrono com
1239 1240	1 Stal
1241	(Signature of Bidder)
1242	DATED 7/21/08
1243	
1244	0: 1
1245	Signed and sworn (or affirmed) before me on this 1 day of 100, 2008, by
1246 1247	by Lave Herrical
1248	
1249	
1250	
1251	(Signature of Notary)
1252	
1253	Aletan Cannal Randi Howery
1254	(Notary Stamp) MOTARY PUBLIC STATE OF NEVADA COUNTY OF WASHOE APPT, No. 07-2259-2 MY APPT, EXPIRES JAN. 05, 2011

CARSON CITY PURCHASING & CONTRACTS BID RESPONSE Bidder's initials & date 1. H 7/17/08

EXCEP1	TION SUMMARY INSTRUCTIONS:
this REQ RESPON descriptio modification convey the	document to record any deviations, modifications, and/or alternates proposed to QUEST FOR BID. Failure to do so may be justification for rejection of the BID SE . Bidder must indicate the line number corresponding to the item and a detailed on of the deviation, modification, and/or alternate. Failure to note deviations, ions, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to lat Bidder will perform in the manner described and/or specified in this ST FOR BID .
If addition	nal space is required, use company letterhead and mark as "Exhibit D".
If there ar	re no deviations, modifications, and/or alternates proposed to this REQUEST
FOR BII	D, write "None".
	NOME
	* * * END OF BID RESPONSE * * *





Recycling The Past To Preserve Our Future

"Exhibit B" - BID RESPONSE

To: Sandy Scott

July 17, 2008

Carson City Purchasing & Contracts Management Assistant

From: Dave Herrod

Solid Waste Reduction Services (S.W.R.S.)

Re: Carson City Landfill Scrap Metal Recycling

Bid# 0809-052

Solid Waste Reduction Services is a scrap metal company headquartered in Reno, Nevada with branches in San Jose, Rancho Cordova and Redding, CA. They have been serving industrial and commercial customers throughout Nevada and Northern California since the mid 1970s.

S.W.R.S. offers the following in the removal of ferrous and non-ferrous scrap metals from the Carson City Sanitary Landfill located at 7001 Hwy 50 East, Carson City, Nevada. We will pickup, load and transfer using an excavator that we will keep on site. Additionally, in an effort to keep your facility in compliance with subtitle "D" criteria, we will have an operator remove material on a daily basis depending on the accumulation of material on site during daily operations. The benefits of using an excavator rather than a baler would be to prevent the loss of fluids from the baler itself or by processing material, lessening the risk of contaminating your soil. We would also like to add that we would bring in recyclable material from our customers in your area, as we have done in the past, to help bring up your recycling tonnage to meet you federal requirements. Under our original verbal agreement, instead of diverting customers from the landfill to our facility, we have always recommended customers take their material to your facility.

<u>Pricing:</u> Using the American Metal Market publication we have set a formula for pricing both your ferrous and non ferrous materials. We will formulate your price for your ferrous material & white goods on the first of every month and hold that price throughout the month. Non ferrous prices will be formulated on days of pickup. At the first of each month we will fax over a copy of the American Metal Market publication or give you access to our account online with your own password therefore saving the city \$800 a year in subscription fees.

Formula: (Ferrous Metals & White Goods)

- a) AMM Scrap Iron & Steel Prices, Consumer Buying Prices, No. 2 Bundles,
 Birmingham(310/gt), Chicago(480/gt), Houston(330/gt), average of the three equals 373.33/gt.
- b) AMM Scrap Iron & Steel Prices, Consumer Buying Prices, No. 2 Bundles, Seattle/Portland (192/gt).
- c) 373.33/gt plus 192/gt, divided by 2 = \$282.67/gt, gross ton changed to net ton = \$282.67 divided by 2240 times 2000 = \$252.38/nt minus \$20/nt = \$232.38/nt

Using this formula your price for ferrous metals and white goods for the month of July picked up, loaded and transferred would be at \$232.38/nt.

Formula: (Non Ferrous Metals)

- a) SWRS will also use the American Metal Market publication to price your non ferrous material. Based on recovery, we will pay you 100% of the AMM Non Ferrous Scrap Prices, San Francisco on days of pick up. Using this formula, today's prices would be as follows:
 - 1) \$2.30/lb = Clean Copper
 - 2) \$1.65/lb = Clean Brass
 - 3) \$.40/lb = Clean Aluminum
 - 4) \$.75/lb = Clean Stainless Steel

Please keep in mind that occasionally the AMM publication will be below market value. In this case we will go above and beyond the prices of the AMM publication when pricing your material.

<u>Payment:</u> S.W.R.S. will pay Carson City on the 5th of each month for the previous months business. There will be a pickup location as well as certified weight receipts with each check along with a copy of the American Metal Market publication.

*Note: All appliances such as air conditioning units, refrigerators, and other white goods that contain refrigerant compounds (Freon) will be brought back to our facility and handled (evacuated of refrigerant) in a manner consistent to all applicable Federal and State regulations.

We have had a great relationship over the past several years and we're excited about being a part of your recycling program. Thank you for giving us the opportunity to bid on your recycled metals. If you have any questions please feel free to call me at the office (775)331-2267 or on my cell at (775)690-3099.

Dave Herrod/ Operations Manager

S.W.R.S.

*Gross ton = 2240/lbs

Net ton = 2000/lbs

Exhibit C

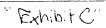
AMM SCRAP IRON AND STEEL PRICES

), 1 HEAVY MELT	ingham 410	Carolinas 430	Chicago 495	Cleveland 490		uston area N.Y. 406 500	506	P*Intrigh 500 492	212-214	450		Hamilion. Ontario† 383	Montreal(360 287
e. 2 heavy mett e. 1 bundles	400 695	420	493 780	480 780	745	395 495 690 660(a)		492 760(a)	209-211	440 775	690(3)	617	
. 2 bundles	310	365	480	775	750	330 695 670(a	. 390	375(a) 775	190-192	775	350 696	657	N/ 541
i. 1 busheling i. 1 factory bundles	695	695	785 NA	NA	NA	n - n		NA	1804				
recided auto scrap ACHINE SHOP TURNINGS	550 300	515 310	54G 410	550 340(a)	545	530 576 356		555 335	232-234 187-189	540 360	560	319 243	42 15
oveling birnings	300	310	410	350(a)		330	. 310	345		360		233	
st iran borings xed borings, turnings		****	395 405	350(a)					137-139	335			
IT STRUCTURAL/PLATE. 2' MAX.	NA	500	645			450		565		505		*****	40
t structurat/plate, 3' max. t structurat/plate, 5' max.	518 440	495 490	630	540	480	425 525	5 535	555	227-229	485	540	409	37
undry sleet, 2° max. IPDLA CAST	350 350	390	495 49 5	330 440	265 441	395 415 508	. 510 5 475	430 409 400	*****	*****	440	*****	37
ean auto cast	350	360	605	450	450		. 390	400		4 - 1 - F -	,,,,,,		***
stripped motor blocks avv breakable cast	485 360	360	565 425	475 350	460 350	430	. 270	420 250	11144			*****	
op broken machinery cast	440	290 490	575	450 640	470	1922	. 506	420 555	275 247	485	540	559	40
. 1 RR HEAVY MELT il crops, 2' max.		550	530 760	640		425	. 615	690				11.00	
ndom raiis tel car wheels	410 570	640	605 775					480 590 570	265				
her track material (OTM)	515	520	745	450			570	570 400	300		****	**	
EAN USED DENSIFIED CANS Addraisal drice	******	******	560	500	500		, 320(a)	400	******	•••••	******		
iNot avaitable Carradian currency; in net tons													
TAINLESS STEEL SCRAP										,	5/L	S.F.	Montrea
EALERS' BUYING PRICES (\$Ab.)		Baston i 19-126	Buffaio	Chicago	Cleveland	Detroit 120-121	Houston 120-121	L.A. 119-120	₩.Y 120-12		P'burgh 120-121	3.r. 119-120	115-11
6 solids, clips 14 solids, clips		74-75	119-120 74-75	120-121 75-76	120-121 75-76	75-76	75-76	74-75	75-76	6	75-76	74-75	70-7
14 turnings		69-70	69-70 75-76	70-71 76-77	70-71 76-77	70-71 76-77	70-71	69-79 75-76	70-7 76-7		70-71 76-77	69 70 75-76	65-6 71-7
)4 new clips 30 new clips		7.0-7.5	/3-/0	7.5-8.0	7.5-8.0	7.5-8.0		73-70	7.5-8	ά	7.5-8.0	70.10	• • •
ROKER/PROCESSOR BUYING PRICES (\$/gros	ss lon)			2 550 2 700	2 550 2 500	3,550-3,600	3 550-3 600		3,550-5,60	n 95	50-3,600		
16 solids, clips 14 solids, clips		****		3,550-3,600 2,175-2,200	3,550-3,600 2,175-2,200	2.175-2.200	2,175-2,200		2,175-2,20		75-2.2 0 0		
34 turnings											75-2,00G		
		****	******	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000		1,975-2,00	0 1,9			
30 bundles, solids		*****	194***	750-760	*****	1,975-2,000 750-760	1,975-2,000 750-760		****		750-760		
30 bundles, solids 30 turnings 09 bundles, solids			196*** 144***	750-760 860-670 650-663		750-760 650-660			•		750-760 660-670 650-660		
30 turnings				750-760 860-670		750-760	750-760	*****	****		750-760 660-670		
30 turnings 93 bundes, solids 93 turnings Canadian currency XPORT YARD BUYING P		3		750-760 860-670 650-660 580-590		750-760 650-660	750-760	**************************************		ONSI	750-760 860-670 650-660 580-590 UMER BU	IYING P	RICES
30 turnings 09 burniles, solids 99 turnings Canadian сителсу		3	delivered to his	750-760 860-670 650-660 580-590		750-760 650-660 580-590 Philly	750-760 650-660	STAL	NLESS C	ONSI	750-760 860-670 650-660 580-590	IYING P	
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30 turnings 30 turnings 30 turnings 30 turnings 30 turnings 31 turnings 31 turnings 32 turnings 30 tur	oossor väl	Boston 420 29041 420 430 430 450 440 440 450 505 505 505	Selvered to his L 305-295 2 2 1 5 2 1 1 9 7 5 - 2 . 1	759-760 899-670 650-663 580-590 580-670 650-663 580-590 747d, in US\$3040 A.	SSS for. M. Y. 499-427 499-427 160 160 160 500 500 500 500 500	750-760 550-560 550-590 Phility 490-492 280(a) 510 510 500 2.175-2.000 7.50 Cincinnati 375 655 649 260 650 225 227 750 257 750	750-760 650-660 8.F. 307-302 290-292 285-287 200 360 2.175-2.200 1.975-2.000 Datroit 453 710 300 735 515 346 350 357 357 358 358 358 358 358 358 358 358	STAI 316 sold sold sold sold sold sold sold sold	NLESS C ds, clips ds, clips ds, clips ds, clips ds, clips distribution distributio	ONSI	750-760 550-660 550-660 550-660 550-660 560-590 UMER BU Squoss ton) Pritzburgh Chicago	olication have b	4,250-4,30 2,950-2,97 2,650-2,77 800-8* 800-8* 660-6i 44 45 55 57 66 660-6i
30 turnings 30 turnings 30 turnings 30 turnings 37 burnings 37 burnings 37 burnings 37 burnings 30 turning 30	oossor väl	Pay for items Boston 420 290(a) 620(a) 430 430 365 440 Atlanta 405 3750 Atlanta 405 575 585 505	delivered to his L. 305-3295 295 295 295 295 295 295 295 295 295	759-760	SSS for: M.Y. 499-429-478-480-478-480-478-480-499-360-500-500-500-500-500-500-500-500-500-5	750-760 550 660 580-590 Phility 490-442 478-490 480 480 350 2.175-2.000 1.975-2.000 Cincinna 8 375 375 360 650 650 451 275 280 650 451 375 375 375 375 375 375 375 375 375 375	750-760 650-660 8.F. 315-302 290-222 285-287 200 320 320 1.976-2.000 0 biroit 436 710 300 735 515 346 357 357 358 358 359 359 359 359 359 359 359 359 359 359	STAI 316 sold sold sold sold sold sold sold sold	NLESS C ds, clips dde, solids irings MTIONAL MTI	ONSI (5 GRAA B B TANA TANA TANA TANA TANA TANA TANA TANA	750-760 550-660 550-660 550-660 550-650 Seo-550 UMER BU Signoss ton) Pritzburgh Chicago Chicago Scilaimer ained in his put through regula	olication have b best believed to contact with donate exactal with	4.250-4.36 2.950-2.75
30 turnings 30 turnings 30 turnings 30 turnings 37 burnings 37 burnings 37 burnings 38 burnings 30 turnings 40 tur	oossor väl	S pay for items 430 420 290(a) (800) 430 430 430 430 430 440 430 430 555 440 430 430 555 555 505 440 440 440 440 440 440 44	delivered to his is a 305-3295 a 305-3205 a	759-760	SSS for. M. Y. 499-427 499-427 160 160 160 500 500 500 500 500	750-760 550-560 550-590 Phility 490-492 478-490 280(a) 510 495 350 2.175-2.000 2.175-2.000 2.175-2.000 Cincinna ti 375 365 640 265 265 265 265 265 265 265 265 265 265	750-760 650-660 8.F. 307-302 290-292 285-287 200 360 2.175-2.200 1.975-2.000 735 710 300 735 515 346 355 357 358 358 358 358 358 358 358 358	STAI 316 solt solt sold sold sold sold sold sold sold sold	NLESS C ds, clips ds, clips ds, clips ds, clips ds, clips ds, clips des, solids lings delles, solids lings MTONAL furnace, 3' max. chavalytate, 4' n ate dustrial heavy n ps, 18' max. g and plate, 12' and other information is information is and purchasers and purchasers and purchasers	ONSI (5) (5) (5) (6) (6) (7) (7) (7) (8) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9	750-760 550-660 550-660 550-660 550-660 550-560 Self-interpretarion of the state of	olication have buse believed in contact. With draws each wall with a contact with	4,250 4,360 4,36 4,250 4,36 4,250 4,36 4,250 4,36 4,250 4,36 4,5 4,5 4,5 4,5 4,5 4,5 4,5 4,5 4,5 4,5
30 turnings 30 turnings 30 turnings 30 turnings 30 turnings 31 burnings 32 burnings 32 burnings 30 turnings 40 tur	oossor väl	Pay for items Boston 420 290(a) 620(a) 430 430 365 440 Atlanta 405 3750 Atlanta 405 575 585 505	delivered to his 1.305-2.215 2.175-2.2	759-760 650-663 650-670 650-663 580-590 797-76 650-663 580-590 797-76 707-76 70	SSS for. M. Y. 499-429 1910	750-760 550 660 580-590 Phility 490-442 478-490 480 480 350 2.175-2.000 1.975-2.000 Cincinna 8 375 375 360 650 650 451 275 280 650 451 375 375 375 375 375 375 375 375 375 375	750-760 650-660 8.F. 307-302 290-292 285-287 200-390 300 300 1,975-2,000 1,975-2,000 0 pairwise 435 300 300 300 300 300 300 300 3	STAI 316 sold sold sold sold sold sold sold sold	NLESS C ds, clips des, solids irings des, solids irings without furnace, 3' max. prais for max. prais fes dustrial heavy m ss, 18' max. prais fes dustrial heavy m fes fes fes more than crops aft g and plate, 12' prais fes fes fes fes fes fes fes fes fes fe	ONSI (5 GRAA B TANK TANK TOTAK	750-760 550-660 550-660 550-660 550-560 550-550 UMER BU Signoss ton) Pritzburgh ADES Limnlegham Chicago Chicago Scilaimer ained in his south through regula	olication have b best believed it contact with onate exal altitude to been disclosed it refloct quartie	4.250-4.350-2.75 2.950-2.75 900-9- 90
30 turnings 40 tur	oossor väl	Pay for items. Boston 420 420 420 420 430 430 430 430 450 450 450 450 450 555 440 440 440 44	delivered to his it. 305-3295 delive	759-760 650-663 650-663 580-590 650-663 580-590 7474, in US\$-9r4 A.	N. Y. 499-474-480 72904 150 150 150 150 1575-2.000 1775-2.000	750-760 500 660 580-990 Phility 490-482 478-480 550 280(a) 550 2175-2.000 1.975-2.000 Cincinna 8 375 375 375 490 280 280 285	750-760 ES0-660 S.F.F. 3373-302 290-292-285-287 200 360 3.20 3.20 3.20 3.20 3.20 3.20 3.20 3.2	STAI 316 sold sold sold sold sold sold sold sold	NLESS C ds, clips disc, solids lings disc, solids lings with the control of the control des, solids lings with the control dustrial heavy m as 18" max. p and get as crops aft g and purchases and purchases and purchases sased upon deal information is and purchases sased upon deal publication A dafties, credit tert comparable to dafties, credit tert comparable tert des control d	GRAS (3 GRAS B max max max max max max max	750-760 550-660 550-660 550-660 550-660 550-560 Self-interpretarion of the state of	olization have be been believed to conste evaluative been disclosed in reflect quarter teters. The primodilies in which	4.250-4.350-2.75 2.950-2.75 90.09-3 90.09-3 800-8-3 800-8-3 650-6-6 44 45 55 55 55 56 66 66 67 77 77 77 77 78 78 78 78 78 78 78 78 78

Scrap Price Changes Today

Ferrous scrap price changes were made for these cities: None

prior to publication. Actual transaction prices will refloct maretitles, grades and qualities, credit terms and many other parameters. The prices are in no sense comparable to the quoted prices of commodities in which a formal bruines market credits either prices of the prices of commodities in which a formal bruines market credits that pricing price produces of the possibility of human or mechanical error by our sources. AMM or others. AMM of these requirements of consistence of the produce of completeness of any published information. AMM is not responsible for errors or consistence of the results challenged by the use of such information, and disclaims any foliality to any present for any loss or change caused by such errors or consistence, including those arising from the registrons of AMM. Its employees or representatives.



AMM NONFERROUS SCRAP PRICES

Estimated dealer buying prices, in s/lh.	delivered to y	yard. Montrea	and Toronti	prices are	in Canadian d	urrency.										
No. 1 heavy copper and wire NO. 2 HEAVY COPPER AND WIRE Light copper RED BRASS SOLIDS Red basis turnings, boxings Red basis turnings, boxings Basis pine States pine VELLOW BRASS SOLIDS Mixed yellow brass troit ends Vellow brass rod ends Mixed Brass Red ends Mixe	255-270 220-235-200-235-205-215-165-175-140-150-150-140-150-150-140-150-150-150-150-150-150-150-150-150-15	80stna 255-270 210-245 225-215 165-175 185-185 100-170 110-120 165-175 170-180 190-200 145-155 190-200 155-165 155-165 155-165 155-165	8viiate 255-770 759-265 245-265 165-170 160-170 155-165 115-125 165-175 165-175 165-175 165-175 120-130 120-130	Chicago 289-295 239-245 220-220 160-170 145-156 130-140 140-150 110-120 175-185 175-185 175-185 175-185 175-185 175-185 190-170 165-175 130-140 146-150 140-130	Cinciena8 245-260 220-235 210-220 140-150 140-150 130-140 150-110 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155 145-155	Cleveland 276-290 226-235 215-225 215-225 215-225 215-235 130-140 130-140 130-140 135-146 100-255 130-140 210-220 145-155 130-140 110-120	Detroit 275-290 220-225-225-225-225-225-225-225-225-225-	Housles 275 290 259 255 255 255 155 165 135 145 129 130 135 145 135 145 165 175 165 175 175 185 175 18	250-265 220-265 220-275 165-175 130-140 130-140 115-125 125-135 125-135 115-125 116-120 100-110 95-105 95-105	N.Y. 270-285 255-274 235-245 235-245 155-165 160-170 145-155 140-150 150-160-170 130-140 150-160 150-160 150-160	Philip 255-270 245-250 245-250 235-245 175-185 145-155 145-175 160-170 110-120 175-185 175-185 175-185 175-185 150-160 150-160 155-165 125-135	P'burgh 260-275 245-260 240-256 145-155 145-155 120-130 130-140 130-140 130-140 160-170 168-175 140-150 140-150 140-150 140-150 140-150	S.F. 245-260 216-262 205-215 155-165 130-140 125-135 125-135 115-125 115-125 110-120 110-120 110-120 110-120 95-105 95-105	St. Lauls 270 285 280 264 285 246 165 175 145 156 140 150 145 156 140 150 165 175 165 175 175 165 175	Montreal 300-315 255-245 245 245 245 245 245 245 245 245 245	Torente 300-315 266-280 260-270 205-215 175-185 160-170 150-160 170-180 170-180 145-155
ALUMINUM																
Segregated low copper clips Mixed low copper dips Mixed clips Aluminum borings, lumings, clean and dry Did alternioum, sheet and cast	Atlanta 60-65 55-60 50-55 40-45	70-75 65-70 55-60 45-50 50-55	8ultalo 70-75 60-65 55-60 36-40 55-60	Chicago 70-75 65-70 55-60 45-50 55-60	Clacinnati 55-60 50-55 45-50 35-40	Cleveland 70-75 60-65 55-60 45-50	70-75 60-65 60-65 35-40	Houston 70-75 65-70 60-70 40-45	L.A. 60-65 55-60 45-50 35-40 45-60	N.Y. 70-75 65-70 65-70 40-50 56-60	Philip 75-80 70-75 60-65 40-45 55-60	P'burgh 75-80 70-75 70-75 50-60 60-65	\$.F. 55-60 50-55 40-45 35-40	\$t, Louis 60-65 56-60 50-55 35-40 40-45	70-75 65-70 65-70 40-45 65-70	70-75 65-70 65-70 35-40 80-65
Used beverage cans, clean and dry industrial cashings 638 alumnum solids 758 alumnum solids 758 bornings, turtings, as is Alumnum thensits Painted alumnium siding (a) Appraisal price	50-55 50-55 60-65 55-60 45-50 45-50 50-55	\$0-55 \$0-55 70-75 70-75 60-65	35-40 65-70 75-80 70-75 50-55 65-70	55-60 50-55 75-80 60-65 45-50 55-60 60-65	50-55	55-60 60-65 70-75 60-65 45-50	45-50 55-60 70-75 55-60 45-50 40-45 56-60	60-65 55-60 75-90 60-65 40-45 45-50 50-55	50-56 55-69 45-50 45-50	55-60 60-65	55-60 55-60 75-80 65-70 45-50	70-75	50-55 45-50 35-40 35-40	45-50 60-66 58-63 45-50	50-55 65-70 70-75 45-50 40-45 55-60 65-70	45-50 60-65 70-75 65-70 35-40 60-65 65-70
LEAD																
HEMY SOFT LEAD Mixed hard lead Undrained, whose old batteries WHEEL WEIGHTS	Atlanta 30-35 30-35 30-35	Boston 40-45 40-45	Bullalo 35-40 35-40 15-20 35-40	Chicage 49-45 40-45 35-40	Cincinnati	35-40 35-40 15-20 30-35	Detroit 35-40 35-40 30-35	35-40 35-40 35-40 30-35	35-40 35-40 35-40 15-20 35-40	N.Y. 35-40 15-26 35-40	Philly 30-35 39-35	15-20 30-35	S.F. 35-40 35-40 15-20 35-40	\$1. Louis 45-50 35-40	Montreal 40-45 45-50 20-25 35-40	Teronio 35-40
ZINC						-										
New zinc die cast OLD ZINC DIE CAST Old zinc scrap NEW ZINC CLIPPINGS, ENGRAVERS ZINC AND LITHO	Atlanta 57-62 51-56 51-56 51-56	Boston 46-51 44-49 44-49 44-49	Bullata 46-51 44-49 40-45	Chicage 64-74 52-62 57-62 62-65	Cincinnati	Cleveland 44-49 34-39 39-44 39-44	Delroit 46-51 44-49 44-49 51-56	Houston 60-70 54-64 54-64 60-70	L.A. 44-49 44-49 44-49	N.Y. 57-62 51-56 51-56	Philly	P'burgh	S.F. 44-49 44-49 14-49 44-49	81. Louis 39-44 39-44 39-44 39-44	Montreal 60-65 51-56 51-56	Toronto 57-82
SHEETS Zing die cast automotive grilles	154741	41-46	34-39	49-54	*****	34-39	44-49	54-64	- 144.6 44	****				39-41	49-54	
NICKEL																
New nickel clips and solids Nickel turnings New nickel-copper alloy	Atlanta 830-840 750-760 500-510	Boston 820-830 740-750 490-500	Bullato 820-830 740-750 490-500	Chicago 830-840 750-760 500-510	Cincinnati 830-840 750-760 500-510	Claveland 830-840 750-760 500-510	Detroit 830-840 750-760 500-510	Houston 830-840 750-760 500-510	L.A. 820-830 490-500	N.Y. 830-840 500-510	Philip 830-840 500-510	P*burgit 83G-840 750-766 500-510	5. F. 829-830 490-500	St. Louis 820-830 490-500	Mostreal 800-810 690-700	Torqueto 800-810
(e.g., Monel®) clips and solids Nickel-copper alloy (e.g., Monel®) turnings and	490-500	480-490	480-490	490-500	490-500	490-500	490-500	490-500	480-490	490-500	490-500	490-500	480-490	****	16.00	
shavings Nickel-dupper alloy (e.g., Monei@) castings Nickel-dupme-inon alloy (e.g., Inconek@) solids Nonel® and inconet® are registered tra	495-506 650-660 Identaliks of F	495-505 650-660 Huntington Al	495-505 650-660 loys Corp.	495-505 850- 66 0	495-505 640-650	496-505 650-660	495-505 650-660	495-505 650-660	495-505 640-650	650-66C	495-50\$ 640-680	495-505 650-660	650-660	485-495 650 660	610-620	610-620
SCRAP METALS												[alan staf in the sites sites		····	
Estimated buying price				CMEI LEDG	LEAD SCRA	Þ	1.1.	3 sovs		·	94.00-95.00	ĺ				

Estimated buying p	rices		SMELIEKS LEAU	SCHAP	i - 1-2 20M2	94.00.90.00
(carload lots, delivered buy			Buying prices heavy soft lead (cwf), including	Siding, painted	86.00-87.00
In cents per pound except as o BRASS MILL SCR		oted.	delivery to smaller (rev. 07/074)	181	Mixed clips	83.00-84.00
	ur		Scrap lead	\$57.90 \$58.00	Old sheel and cast	82.00+84.00
No. 1 copper		352.00*	Remelt lead	\$65.00 \$68.00	Turnings, clean and dry	85.00-86.00
REFINERS' COPPER	8CRAP		Whole batteries	\$12,00-\$14,00	Aluminum-copper radiators	170.00-175.00
No. 1 copper		344.00*	Cable read	\$64.00-\$65.00	Nonferrous auto shred (90% alum.)	89.00-90.00
No. 2 copper		323.00			" Unmixed full truckload, "twitch" grade	1
Light copper		314.00	SMELTERS' ZINC (rev. 06/25/0		DOMESTIC ALLIMINUM PROD	
BRASS INGOT MAKERS (rev. 7/11/2008			New zinc dippings	58.00-59.00	Buying prices for processed used alumi carload lets, f.u.b. shipping point	num caris in
Copper	East	Midwest	Old zinc (rlean)	56 00-57.00	(rev. 07/16/08)	
No. 1	340.001	347.00*	Die cast slab	58.00-59.00	Lised beverage can scrap	98.00-100.00
No. 2.	325.00°	331.00*	Galvanizers' dross	51.00-52.00	MILLS, SPECIALTY CONSUMERS' B	LIYING PRICES
Light copper	318.00*	318.00	SECONDARY SME	ITERS'	(rev. 7/8/2008)	
No. 1 corps. solids	262.00	258.00	ALUMINUM SC		Segregated low choper alloy dips	120.00-121.00
(rev. 07/11/08)		200.00	Buying prices delivered to the sme	itter in full truckloads	Mixed low copper alloy chips	108.00-109.00
Comp., borings, turnings	250.00	242.00	containing several grades (rev.7/15/200		Painted siding	103.00-104.00
(rev. 07/11/08)				90.00-91.00	* Nominal for spot sales.	
Radiators (rev. 07/11/08)	218 00	218 90	Mixed low copper dips		In the second second	
Yellow brass sorids (rev. 07/11/08)	220.00	197.00	Mixed high copper ollps	83.00-89.00	Prices are subject to the Disclaimer a "AMM Scrap from and Steel Prices" par	poearing on the p
Turnings (rev. 07/11/08)	188.00	178.00	Mixed high zinc digs	86.00-87.00	Particular and the order times per	<u>~·</u>
1444114 (1444114) (144414)				ALAEDVOANIA	ACTAL AAADVET	

Scrap Price Changes Today Nonferrous scrap price changes were made for these cities: None

WANTED Monel

Mill Quality, Top Price, Prompt Settlements (410) 355-8220 Fax: (410) 355-0513

	Clienta	; 84021			IDWAST4	
AC	ORD. CERTIFIC	CATE OF LIA	ABILITY I	<u>NSURA</u>	NCE	DATE (MM/DD/YYYY) 07/21/08
BD Ir	City Comm'i Lines Unit surance & Financial Services		ONLY AN	D CONFERS NO I	IED AS A MATTER OF INF RIGHTS UPON THE CERTI TE DOES NOT AMEND, EX FFORDED BY THE POLICI	FICATE (TEND OR
	ox 7679 City, CA 96145		INSURERS	AFFORDING COV	/ERAGE	NAIC #
SURED	01077 011 11111			Inigard Insuran		25747
	Solid Waste Reduction S	iervices	INSURER B:	nsurance Comp	oany of the West	
	490 Valley Road		INSURER C			
	Reno, NV 89512		INSURER D			
			INSURER E			
THE P ANY P MAY P POLICE	AGES OLICIES OF INSURANCE LISTED BELO REQUIREMENT, TERM OR CONDITION (PERTAIN, THE INSURANCE AFFORDED RIES, AGGREGATE LIMITS SHOWN MAY	OF ANY CONTRACT OR OTHER BY THE POLICIES DESCRIBED	R DOCUMENT WITH RE HEREIN IS SUBJECT ID CLAIMS.	TO ALL THE TERMS	, EXCLUSIONS AND CONDITI	
R ADE	TYPE OF INSURANCE	POLICY NUMBER	DATE (MWDD/YY	E POLICY EXPIRATION DATE (MM/DD/Y)	UMIT	
1	GENERAL LIABILITY	CM012193	10/01/07	10/01/08	DAMAGE TO RENTED	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
1	CLAIMS MADE X OCCUR				MED EXP (Any one person) PERSONAL & ADV INJURY	\$5,000 \$1,000,000
	X PD Ded:500				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
T	AUTOMOBILE LIABILITY X ANY AUTO	CM012193	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s
1					PROPERTY DAMAGE (Per accident)	s
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	15
į	ANY AUTO			-	OTHER THAN EA ACC	
+	EXCESS/UMBRELLA LIABILITY	CU013265	10/01/07	10/01/08	EACH OCCURRENCE	\$1,000,000
	X OCCUR CLAIMS MADE	00013203	10/01/01	10/01/00	AGGREGATE	\$1,000,000
						8
1	DEDUCTIBLE					<u> s</u>
	X RETENTION \$ 10000				LWC STATUL L TOD	5
W	ORKERS COMPENSATION AND MPLOYERS' LIABILITY	WLV2164053	10/22/07	10/22/08	WC STATU- OTH TORY LIMITS ER	
AF	Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED?			1	E.L. EACH ACCIDENT	\$1,000,000
	res, describe under ECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	
	THER					
SCP	OTION OF OPERATIONS / I OCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY EA	DORSEMENT (SPECIAL E	ROVISIONS	1	
	TION OF OPERATIONS / LOCATIONS / VEHIC INCO OF INSURANCO	cles / exclusions added by ea	(Dorsement / Special F	ROVISIONS		
			CANCELL	TOU T- D	N-d (N O	-A -f Danmin
EKI	FICATE HOLDER				Notice for Non-Payme RIBED POLICIES BE CANCELLED	
	Carson City Purchasing	Contracts	t t		RER WILL ENDEAVOR TO MAIL	
	201 N. Carson Street	- Community			ER NAMED TO THE LEFT, BUT FA	
	Carson City, NV 89701				TY OF ANY KIND UPON THE INSU	
			REPRESENTA			
			AUTHORITEC	REPRESENTATIVE		

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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Bid Tabulation Report from Carson City Purchasing & Contracts 775-887-2133 extension 30137

http://www.carson-city.nv.us/Index.aspx?page=998

Notice to Bidders Bid# 0809-052 Carson City Landfill Scrap Metal Recycling Time and Date of Opening: July 23, 2008 @ 10:10 am

٥	Description			Bidder #	#1	Bidder #	#	Bidder #	#
	775-885-0773			Solid Waste	Vaste	2	V/V	VIN	
	Biddor outhmitted 4 original 2 coning 8 OD B	ים טומ טומ	10140	Homoney	Sei vices		ξ		
	Diddel subilification of planta, a copies & CD	CU BIU RESPONSE		50 k					
	Bidder initialed & dated each page of BID RE	SID RESPONSE		yes	S				
	Bidder Information provided			səƙ	S				
	Business License information provided) hes	S				
	Disclosure of Principals provided			yes	S				
	Bidder read Specification and answered questions	stions) is	S				
				100% Non	Non				
	Payment Percentage based on AMM Scrap Metal Pricing Index	Metal Pric	ing Index	Ferrous Metals	Metals				
De	Description S	Sched I	Unit	Unit	Total	Unit	Total	Unit	Total
					10 m				
_	Ferrous Metals	1	net ton	\$232.38	\$232.38		\$0.00		\$0.00
Ž	Non-Ferrous Metals		· · · · · · · · · · · · · · · · · · ·						
2	Clean Aluminum	1	qı	\$0.40	\$0.40		\$0.00		\$0.00
3	Clean Brass	1	qı	\$1.65	\$1.65		\$0.00		\$0.00
4	Clean Copper	-	qı	\$2.30	\$2.30		\$0.00		\$0.00
2	Clean Stainless Steel	-	qı	\$0.75	\$0.75		\$0.00		\$0.00
					3.				
9	White Goods	-	net ton	\$232.38	\$232.38		\$0.00		\$0.00
BIE	BID RESPONSE signed & notarized			yes	S				
Δ̈́	Exceptions taken			euou	<u>e</u>				
		END O	END OF DOCUMENT	MENT					