

Item# 5-9D

**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
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes 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.

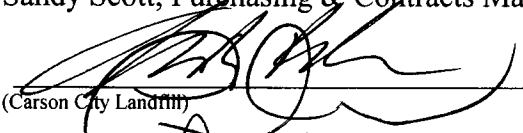
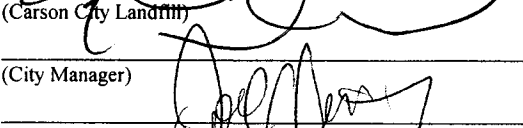
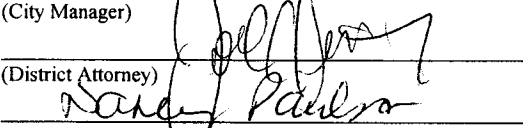
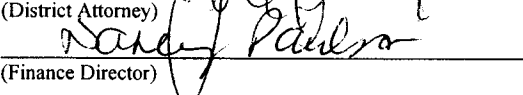
Explanation of Impact: No impact.

Funding Source: N/A

Alternatives: Provide other direction.

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

Prepared By: Sandy Scott, Purchasing & Contracts Management Assistant

Reviewed By:		Date: <u>7/29/08</u>
	(Carson City Landfill)	
		Date: <u>7/29/08</u>
	(City Manager)	
		Date: <u>7/29/08</u>
	(District Attorney)	
		Date: <u>7/29/08</u>
	(Finance Director)	

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

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

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 Only	
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 INDEPENDENT CONTRACTOR:

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 COMPLIANCE WITH LEGAL OBLIGATIONS:

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 Nevada 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

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

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:

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

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.

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.

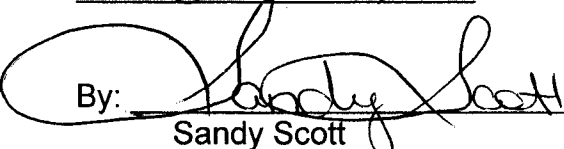
CARSON CITY

Finance Director
Attn: Sandy Scott, Management Assistant
Purchasing and Contracts
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Sandy Scott
Management Assistant

By: 
Deputy District Attorney

DATED 7/29/08

DATED 7/29/08

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

By: 

DATED 7/29/08

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

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.

"Exhibit B"

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date D.H. 7/17/06

981 **BIDDER INFORMATION:**

982 Company Name: Solid Waste Reduction Services (SWRS)
983 Federal ID No.: 88-0406664
984 Mailing Address: 490 Valley Rd
985 City, State, Zip Code: Reno NV 89512
986 Complete Telephone Number: (775) 331-2267
987 Complete Fax Number: (775) 322-1750
988
989 Contact Person/Title: Dave Herron / Operations Manager
990 Mailing Address: 490 Valley Rd
991 City, State, Zip Code: Reno NV 89512
992 Complete Telephone Number: (775) 690-3099
993 Complete Fax Number: (775) 322-1750
994 E-mail Address: daveherron@scrapmetalreno.com
995

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
1000 business license or an exemption letter from the Carson City Development Services
1001 Department before commencing business. However, possession of said license is not a
1002 prerequisite for bidding.
1003

1004 If Bidder **has** a valid Carson City Business License, please provide number:
1005 08-00013406
1006

1007 Bidder **does not have** a valid Carson City Business License. Bidder contacted a
1008 representative of the Carson City Development Services Department at 775-887-2105 and
1009 has been informed that **Bidder does need** a Carson City Business License for this
1010 **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License
1011 if awarded this **REQUEST FOR BID**.
1012

1013 Signature _____ Date _____
1014

1015 Bidder **does not have** a valid Carson City Business License. Bidder certifies that he has
1016 spoken to _____ a representative of the
1017 Carson City Development Services Department at 775-887-2105 and has been informed
1018 that **Bidder does not need** a Carson City Business License for this **REQUEST FOR**
1019 **BID**.
1020

1021 Signature _____ Date _____

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date D.H. 7/17/08

1022 **DISCLOSURE OF PRINCIPALS:**

1023

1024 **Individual and/or Partnership:**

1025

1026 Owner 1) Name: _____
1027 Address: _____
1028 City, State, Zip Code: _____
1029 Complete Telephone Number: _____

1030

1031 Owner 2) Name: _____
1032 Address: _____
1033 City, State, Zip Code: _____
1034 Complete Telephone Number: _____

1035

1036 Other 1) Title: _____
1037 Name: _____

1038

1039 Other 2) Title: _____
1040 Name: _____

1041

1042 **Corporation:**

1043

1044 State in which Company is incorporated: Nevada
1045 Date Incorporated: 10.1.93
1046 Name of Corporation: Solid Waste Reduction Services, Inc.
1047 Address: 440 Valley Rd
1048 City, State, Zip Code: Reno NV 89512
1049 Complete Telephone Number: (775) 331-2267

1050

1051 President's Name: Steve Goldman

1052

1053 Vice-President's Name: Suzy Goldman

1054

1055 Other 1) Name: Dave Herrod
1056 Title: Operations Manager

1057

1058 Other 2) Name: Walt Greene
1059 Title: Branch Manager

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

Bidder's initials & date D.H. 7/7/02

- 1060 If Bidder responds NO to any of the following questions, Bidder must use the
1061 **EXCEPTION SUMMARY** document to record any deviations, modifications, and/or
1062 alternates proposed to this REQUEST FOR BID. Failure to do so may be justification
1063 for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from
1064 the top of the page, the page number from the bottom of the page, the item number
1065 corresponding to the item, and a detailed description of the deviation, modification,
1066 and/or alternate. Failure to note deviations, modifications, and/or alternates on the
1067 **EXCEPTION SUMMARY** shall be interpreted to convey that Bidder will perform in the
1068 manner described and/or specified in this REQUEST FOR BID.
1069
- 1070 Bidder has read the **SPECIFICATIONS** and certifies that the product(s) and/or service(s)
1071 proposed meets or exceeds the requirements of this **REQUEST FOR BID**.
1072 Yes No
1073
- 1074 Bidder shall remove collected scrap "ferrous" metals from the Carson City Sanitary Landfill
1075 located at 7001 Hwy 50 East, Carson City, Nevada.
1076 Yes No
1077
- 1078 Bidder understands that it may bale on-site and/or remove scrap metal from site using own
1079 staff and equipment.
1080 Yes No
1081
- 1082 Bidder shall remove materials from site on a frequency that reduces excess accumulation
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 agreement.
1087 Yes No
1088
- 1089 • Bidder agrees that air conditioning units, refrigerators, and other white goods that
1090 contain refrigerant compounds (Freon) must be handled (evacuated of refrigerant) in
1091 a manner consistent to all applicable federal and state regulation governing this
1092 activity.
1093 Yes No
1094
- 1095 Bidder agrees to supply three (3) recycling bins for the collection of "non-ferrous" metals
1096 (i.e. brass, copper, and aluminum) at each of the three facilities previously listed.
1097 Yes No
1098
- 1099 • Removal of "non-ferrous" bins will be as needed. The City will set up a mutually
1100 agreed upon time for contractor to pick up bins.
1101 Yes No

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

Bidder's initials & date PH 7/17/08

- 1102 • Bidder agrees to pay Carson City Public Works 100% Contractor Delivered price.
1103 *Certified weights of each bin must be stamped on each bin.*
1104 Yes No
1105
- 1106 • Bidder agrees certified weight receipts of recycled "ferrous" and "non-ferrous" metals
1107 shall accompany payment from contractor to the City for weight of process metals.
1108 Yes No
1109
- 1110 • Bidder shall pay Carson City within thirty (30) days of pick-up. Check shall be made
1111 payable to Carson City and shall be provided to:
1112
1113 Carson City Public Works Department
1114 3505 Butti Way
1115 Carson City, Nevada 89701
1116 Yes No
1117
- 1118 Bidder agrees that each payment shall also reference pick-up location (i.e. Landfill, Streets
1119 of Water Divisions)
1120 Yes No
1121
- 1122 Bidder agrees to enter into a Contract (Attachment "A" – Sample Contract) with Carson City
1123 for the period of July 1, 2008 through June 30, 2011.
1124 Yes No
1125
- 1126 Bidder agrees that the **CONTRACT TERM** shall be for three (3) years from date of award
1127 by the Carson City Board of Supervisors.
1128 Yes No
1129
- 1130 Bidder agrees that should he fail to deliver the product(s) and/or perform the service(s) bid
1131 in accordance with this **REQUEST FOR BID**, Carson City may declare Bidder in default
1132 of contract and recover all damages, costs and fees (including Attorney's fees) allowable by
1133 law.
1134 Yes No
1135
- 1136 Bidder agrees that in the event of default by Bidder, Carson City may, at its option, pursue
1137 one or all of the following alternatives including: procure the product(s) and/or service(s)
1138 from another source and hold the defaulting Bidder responsible for an excess cost
1139 occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence
1140 with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less
1141 than one year, or pursue other applicable legal remedies.
1142 Yes No

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

Bidder's initials & date D. H. 1/17/08

- 1143 Bidder agrees that if necessity requires the use of materials or supplies not conforming to
1144 the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper
1145 adjustment in price.
1146 Yes No
1147
1148 Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this
1149 **REQUEST FOR BID**.
1150 Yes No
1151
1152 Bidder has provided "Exhibit A" - All addenda must be signed and placed in date and time
1153 order.
1154 Yes No Not Applicable
1155
1156 Bidder has provided "Exhibit B" - **BID RESPONSE** additional space on company
1157 letterhead.
1158 Yes No Not Applicable
1159
1160 Bidder has provided "Exhibit C"- Supplemental materials.
1161 Yes No Not Applicable
1162
1163 Bidder has read and agrees to abide by the **INSURANCE REQUIREMENTS** for
1164 Commercial General Liability Insurance, Business Automobile Liability Insurance, and
1165 Workers' Compensation and Employer's Liability Insurance for this **REQUEST FOR**
1166 **BID**.
1167 Yes No
1168
1169 Bidder has provided "Exhibit D" - **EXCEPTION SUMMARY** additional space on company
1170 letterhead.
1171 Yes No Not Applicable

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date D.H. 7/17/08

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PRICING SUMMARY

Please see

Payment Based upon a Percentage using the US Scrap Metal Index; Exhibit B%

Description: Ferrous Metals *Please see "Exhibit B"* Unit Price: _____ per _____

Unit Price Written in Words: Please see "Exhibit B"

Non-Ferrous Metals

Description: Aluminum _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: Brass _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: Copper _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: Other _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: White Goods _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: _____ Unit Price: _____ per _____

Unit Price Written in Words: _____

Description: _____ Unit Price: _____ per _____

Unit Price Written in Words: Please see "Exhibit B"

**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date D.H. 7/17/08

1217 **ACKNOWLEDGMENT AND EXECUTION:**

1218
1219 **STATE OF** Nevada)
1220) **SS**
1221 **COUNTY OF** Washoe)

1222
1223 I, Dave Herrod (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:** Dave Herrod
1231 **TITLE:** Operations Manager
1232 **FIRM:** Solid Waste Reduction Services
1233 **Address:** 490 Valley Rd
1234 **City:** Reno
1235 **State / Zip Code:** Nevada 89512
1236 **Telephone Number:** (775) 690-3094
1237 **Fax Number:** (775) 322-1750
1238 **E-mail address:** daveherrod@scrapmetlreno.com

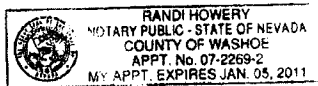
1239
1240 [Signature]
1241 (Signature of Bidder)

1242 **DATED** 7/21/08

1243
1244
1245 Signed and sworn (or affirmed) before me on this 21 day of July, 2008,
1246 by Dave Herrod

1247
1248 [Signature]
1249
1250
1251 (Signature of Notary)

1252
1253 (Notary Stamp)



**CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE**

Bidder's initials & date D. H. 7/19/08

1255 **EXCEPTION SUMMARY INSTRUCTIONS:**

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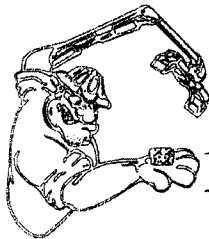
Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification,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

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

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

NONE

*** END OF BID RESPONSE ***



SOLID WASTE REDUCTION SERVICES

Recycling The Past To Preserve Our Future

“Exhibit B” – BID RESPONSE

To: Sandy Scott
Carson City Purchasing & Contracts Management Assistant

July 17, 2008

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.

Pricing: 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) $373.33/gt + 192/gt$, 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.

Payment: 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

Tuesday, July 1, 2008

CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US\$/gross ton, delivered mill price.

	Birmingham	Carolina	Chicago	Cleveland	Detroit	Houston	N.Y.	Philly	P'burgh	Seattle/Portland	St. Louis	Youngstown	Hamilton, Ontario	Montreal†
NO. 1 HEAVY MELT	410	420	485	480	445	465	305	300	580	212-214	430	480	385	360
No. 2 heavy melt	400	420	493	480	445	465	395	495	492	209-211	440	480	385	287
No. 1 bundles	695	780	780	780	745	690	650(a)	650	780(a)	190-192	775	690(a)	617	NA
No. 2 bundles	310	365	480	480	330	330	390	390	375(a)	NA	775	690	657	545
No. 1 busheling	695	695	785	775	750	695	670(a)	660	775	NA	775	690	657	545
No. 1 factory bundles	550	515	NA	NA	NA	NA	NA	NA	NA	232-234	540	560	319	425
Shredded auto scrap	350	350	540	550	545	530	570	575	555	187-189	360	360	243	150
MACHINE SHOP TURNINGS	300	310	410	340(a)	350	350	300	300	345	345	360	360	233	150
Shoveling turnings	405	405	410	350(a)	350	350	310	310	310	310	335	335	233	150
Cast iron borings	405	405	395	350(a)	350	350	310	310	310	310	335	335	233	150
Mixed borings, turnings	405	405	395	350(a)	350	350	310	310	310	310	335	335	233	150
CUT STRUCTURAL/PLATE, 2" MAX.	NA	500	640	640	450	450	450	450	450	137-139	505	540	409	400
Cut structural/plate, 3" max.	518	495	530	540	480	425	525	535	565	277-279	485	540	409	370
Cut structural/plate, 5" max.	440	490	495	330	265	395	430	430	430	430	440	440	409	370
Foundry steel, 2" max.	350	350	495	440	441	415	505	475	400	400	400	400	375	375
CUPOLA CAST	350	350	605	450	450	450	450	450	450	450	450	450	450	450
Clean auto cast	350	360	605	450	450	450	450	450	450	450	450	450	450	450
Unstripped motor blocks	485	360	565	475	460	430	390	420	420	420	420	420	420	420
Heavy breakable cast	300	290	425	350	350	350	250	250	250	250	250	250	250	250
Drop broken machinery cast	290	290	575	450	420	420	505	420	420	275	420	420	559	400
NO. 1 RR HEAVY MELT	440	490	830	640	425	425	635	655	655	247	485	540	400	400
Rail crops, 2" max.	440	490	830	640	425	425	635	655	655	247	485	540	400	400
Random rails	410	510	805	640	425	425	615	690	690	265	490	490	400	400
Steel car wheels	570	640	775	450	420	420	490	490	490	265	490	490	400	400
Other track material (OTM)	515	520	745	450	420	420	490	490	490	300	490	490	400	400
CLEAN USED DEMERSIFIED CANS	500	500	500	500	500	500	320(a)	400	400	400	400	400	400	400

STAINLESS STEEL SCRAP

	Boston	Buffalo	Chicago	Cleveland	Detroit	Houston	L.A.	N.Y.	P'burgh	S.F.	Montreal†
DEALERS' BUYING PRICES (#/lb.)											
316 solids, clips	119-126	119-120	126-121	126-121	120-121	120-121	119-120	120-121	120-121	119-120	115-116
304 solids, clips	74-75	74-75	75-76	75-76	75-76	75-76	74-75	75-76	75-76	74-75	70-71
304 turnings	69-70	69-70	70-71	70-71	70-71	70-71	69-70	70-71	70-71	69-70	65-66
304 new clips	75-76	75-76	76-77	76-77	76-77	76-77	75-76	76-77	76-77	75-76	71-72
430 new clips	7.0-7.5	7.0-7.5	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0	7.5-8.0
BROKER/PROCESSOR BUYING PRICES (\$/gross ton)											
316 solids, clips	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600	3,550-3,600
304 solids, clips	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200
304 turnings	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000
430 bundles, solids	750-760	750-760	750-760	750-760	750-760	750-760	750-760	750-760	750-760	750-760	750-760
430 turnings	660-670	660-670	660-670	660-670	660-670	660-670	660-670	660-670	660-670	660-670	660-670
409 bundles, solids	650-660	650-660	650-660	650-660	650-660	650-660	650-660	650-660	650-660	650-660	650-660
409 turnings	580-590	580-590	580-590	580-590	580-590	580-590	580-590	580-590	580-590	580-590	580-590

EXPORT YARD BUYING PRICES

Estimated prices an export dealer, broker or processor will pay for items delivered to his yard, in US\$/gross ton.

	Boston	L.A.	N.Y.	Philly	S.F.
No. 1 heavy melt	430	305-307	499-492	499-492	305-302
No. 2 heavy melt	420	295-297	478-480	478-480	295-292
No. 2 bundles	290(a)	280(a)	280(a)	280(a)	285-287
No. 1 busheling	600(a)	310	510	510	510
Machine shop turnings	200	160	200	200	200
Mixed cast	430	495	495	495	495
Unstripped motor blocks	430	375	490	490	380
Auto bodies	365	300	360	360	320
Cut structural/plate, 5" max.	440	395	500	500	360
STAINLESS STEEL SCRAP PRICES (\$/ton)					
304 solids, clips	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200	2,175-2,200
304 turnings	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000	1,975-2,000
430 bundles, solids	750	750	750	750	750

BROKER BUYING PRICES

Estimated prices in US\$/gross ton, f.o.b. car*

	Atlanta	Boston	Buffalo	Cincinnati	Detroit
NO. 1 HEAVY MELT	405	420	440	375	495
No. 2 heavy melt	395	410	430	365	485
No. 1 bundles	675	600	650	640	710
No. 2 bundles	330	320	310	260	300
No. 1 busheling	885	600	655	650	735
Shredded auto scrap	505	515	515	445	515
MACHINE SHOP TURNINGS	300	290	290	280	380
Shoveling turnings	300	290	290	280	380
Cast iron borings	275	275	275	275	375
Mixed borings, turnings	275	275	275	275	375
CUPOLA CAST	285	275	275	275	365
Cut structural/plate, 5" max.	440	430	430	430	455
Cut structural/plate, 2" max.	440	430	430	430	495
Clean auto cast	440	430	430	430	525
Unstripped motor blocks	420	420	420	420	495
Heavy breakable cast	240	240	240	240	455
Drop broken machinery cast	420	420	420	420	405
Rail crops, 2" max.	420	420	420	420	405
Random rails	300	300	300	300	265

*F.o.b. (free on board at the shipping point) from dealer to broker where freight rate is absorbed by broker; freight rate based on single-car shipments.

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

STAINLESS CONSUMER BUYING PRICES

	(\$/gross ton)	P'burgh
316 solids, clips	4,250-4,300	4,250-4,300
304 solids, clips	2,650-2,750	2,650-2,750
304 turnings	900-910	900-910
430 bundles, solids	800-810	800-810
430 turnings	800-810	800-810
409 bundles, solids	660-670	660-670
409 turnings	660-670	660-670

ADDITIONAL GRADES

	Birmingham	Chicago
Electric furnace, 3" max.	455	455
Cut structural/plate, 4" max.	485	485
Stove plate	520	520
No. 1 industrial heavy melt	530	530
Rail crops, 18" max.	785	785
Revolving rails	725	725
Steel axes	630	630
Heavy large bar crops	660	660
Stove plate	520	520
Punching and plate, 12" max.	770	770

Disclaimer

Prices and other information contained in this publication have been obtained by American Metal Market ("AMM") from sources believed to be reliable. Pricing information is collected through regular contact with producers, traders and purchasers, and represents an approximate evaluation of current levels based upon dealings (if any) that may have been disclosed to AMM prior to publication. Actual transaction prices will reflect quantities, 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 futures market exists. Efforts are made to assure that pricing information is representative, but because of the possibility of human or mechanical error by our sources, AMM or others, AMM does not guarantee the accuracy or completeness of any published information. AMM is not responsible for errors or omissions, or for the results obtained by the use of such information, and disclaims any liability to any person for any loss or damage caused by such errors or omissions, including those arising from the negligence of AMM, its employees or representatives.

Client#: 84021

SOLIDWAST4

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/21/08
PRODUCER Tahoe City Comm'l Lines Unit ABD Insurance & Financial Services P.O. Box 7679 Tahoe City, CA 96145		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Solid Waste Reduction Services 490 Valley Road Reno, NV 89512		INSURERS AFFORDING COVERAGE INSURER A: Unigard Insurance Company INSURER B: Insurance Company of the West INSURER C: INSURER D: INSURER E:
		NAIC # 25747

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CM012193	10/01/07	10/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CM012193	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CU013265	10/01/07	10/01/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WLV2164053	10/22/07	10/22/08	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEES</td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEES	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$1,000,000													
E.L. DISEASE - EA EMPLOYEES	\$1,000,000													
E.L. DISEASE - POLICY LIMIT	\$1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance

CERTIFICATE HOLDER Carson City Purchasing Contracts 201 N. Carson Street Carson City, NV 89701	CANCELLATION - Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Steve K. Kelly</i>
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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.

**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**

Description	Bidder # 1		Bidder #	Bidder #
	Solid Waste Reduction Services			
775-885-0773			N/A	N/A
Bidder submitted 1 original, 3 copies & CD BID RESPONSE	yes			
Bidder initialed & dated each page of BID RESPONSE	yes			
Bidder information provided	yes			
Business License information provided	yes			
Disclosure of Principals provided	yes			
Bidder read Specification and answered questions	yes			
Payment Percentage based on AMM Scrap Metal Pricing Index	100% Non Ferrous Metals			
Description	Unit	Total	Unit	Total
1 Ferrous Metals	1 net ton	\$232.38	\$0.00	\$0.00
Non-Ferrous Metals				
2 Clean Aluminum	1 lb	\$0.40	\$0.00	\$0.00
3 Clean Brass	1 lb	\$1.65	\$0.00	\$0.00
4 Clean Copper	1 lb	\$2.30	\$0.00	\$0.00
5 Clean Stainless Steel	1 lb	\$0.75	\$0.00	\$0.00
6 White Goods	1 net ton	\$232.38	\$0.00	\$0.00
BID RESPONSE signed & notarized				
Exceptions taken				
END OF DOCUMENT				