City of Carson City
Agenda Report

Date Submitted: January 24, 2014 **Agenda Date Requested:** February 6, 2014
Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For possible action: To approve Contract No. 1314-146, Joinder Contract with Sierra Chemical Co. through the City of Sparks, Nevada Contract #C-1150 for Sodium Hypochlorite (Bleach) for a not to exceed amount of $220,000.00/year from Various City Chemical accounts in Parks and Recreation General Fund, Sewer and Water funds as provided for in FY 2013/2014, FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018 and FY 2018/2019. (File No. 1314-146) (*Kim Belt*)

Staff Summary: The Carson City Public Works and Parks and Recreation Departments wish to utilize the current contract through the City of Sparks, Nevada to purchase Sodium Hypochlorite (12.5%) for use at the wastewater treatment plant, quill treatment plant and the aquatic center for pool disinfection for six (6) years with the option to renew for additional periods of six (6) months.

Type of Action Requested: (check one)

(____) Resolution (____) Ordinance
(_X__) Formal Action/Motion (____) Other (Specify)

Does This Action Require A Business Impact Statement: (___) Yes (_X__) No

Recommended Board Action: I move to approve Contract No. 1314-146, Joinder Contract with Sierra Chemical Co. through the City of Sparks, Nevada Contract #C-1150 for Sodium Hypochlorite (Bleach) for a not to exceed amount of $220,000.00/year from Various City Chemical accounts in Parks and Recreation General Fund, Sewer and Water funds as provided for in FY 2013/2014. (File No. 1314-146) (*Kim Belt*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: $220,000.00.

Explanation of Impact: If approved the below accounts could be reduced by $220,000.00.

Funding Source: Sewer Supplies/Chemical Account – 510-3201-434-06-37 for $150,000.00 per year; Water Supplies/Chemical Account – 520-3502-435-06-37 for $40,000.00 per year and 101-5055-451-06-37 Parks General Fund Supplies/Chemical Account for $9,000.00. per year, as provided for in FY2013/2014, FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018 and FY 2018/2019.

Supporting Material: City of Sparks Contract #C-1150 and letter from Sierra Chemical.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: ______________ Date: 1-28-14
(Public Works)
______________ Date: 1/28/14
(Parks & Recreation)
Robert S. Hoover A len Date: 1/28/14
(City Manager)
______________ Date: 1/28/14
(District Attorney)
______________ Date: 1/28/14
(Finance Director)

Board Action Taken:

Motion: ______________ 1) ______________ Aye/Nay
2) ______________ ______

______
______
______
______

____
(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1314-146
Titled: Purchase of Sodium Hypochlorite

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of February 6, 2014 approved the acceptance of **CONTRACT No. 1314-146**. 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

____
ROBERT L. CROWELL, MAYOR

DATED this 6^{th} day of February, 2014.

ATTEST:

____
ALAN GLOVER, CLERK-RECORDER

DATED this 6^{th} day of February, 2014.

SIERRA CHEMICAL CO.
A CARUS COMPANY

P.O. BOX 50730
SPARKS, NEVADA 89435-0730
PHONE (775) 358-0888
FAX (775) 358-0987
www.caruscorporation.com
www.sierrachemsales.com

December 31, 2013

David Bruketta
Utility Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
dbruketta@carson.org

Re: Request for "Joinder" Bid Access

Dear Mr. Bruketta,

Per your request, we have spoken to and received permission from Mr. Dan Marran of the City of Sparks to add Carson City Public Works as a "joinder" to the Bid #08/09-036. Upon your acceptance of this proposal your new pricing structure would take effect on January 1, 2014 and continue under the same terms and conditions as stipulated in the contract. As we discussed, there are additional fees associated with servicing Carson City Public Works. They include up to 3 multiple deliveries plus an additional 80 miles (approx.) and are included in the proposed pricing.

Current Price:	$0.0929/lb.
Proposed Price: Effective January 1, 2014	$0.0819/lb.

Sierra Chemical appreciates the opportunity to continue servicing the City.

Please let me know if there are any questions.

Best regards,

Ronald Espalin

Ronald Espalin
Commercial Manager

City of Sparks
Purchasing

November 13, 2013

Robert Angius
Sierra Chemical Co.
2302 Larkin Circle
Sparks, NV 89431

Reference: Sodium Hypochlorite (Bleach) – Bid #08/09-036 – Contract #C-1150

Mr. Angius,

The City of Sparks wishes to exercise the option to extend the above referenced contract from 11/1/13 through 10/31/14 at your quoted rate of $.0673/pound or $.6797/gallon, per your quote for the option period, dated 10/31/13 (attached). This extension would absorb the next two, 6-month option periods available on the City contract, with additional 6-month options still available through 6/30/19.

If this extension is mutually agreeable to you, please sign this letter where indicated, retain a copy, and return the original to the attention of Dan Marran at the address listed below. If you have any questions, please call me at (775) 353-2273. Also, please provide up-to-date insurance documents.

Sincerely,

Dan Marran, CPPO, C.P.M.
Contracts and Risk Manager

Accepted by:

By Matt Marincic

Dated: 11/20/13

cc:

SIERRA CHEMICAL CO.
A CARUS COMPANY

Sierra Chemical Co.
2302 Larkin Circle
Sparks, Nevada 89431-6587
P.O. Box 50730
Sparks, Nevada 89435-0730
Telephone (775) 358-0888
Toll Free (800) 777-8965

PRICE QUOTATION

TO: Truckee Meadows Water Reclamation Facility
Todd Dyer
8500 Clean Water Way
Reno, NV 89502

DELIVER TO:

MILEAGE:

WE ARE PLEASED TO QUOTE AS FOLLOWS:

Email/Fax to:

YOUR INQUIRY	ESTIMATED SHIPPING DATE	TERMS	F.O.B.	DATE
Todd	As Needed	Net 30 Days	Delivered	10/31/2013

ITEM NO.	DESCRIPTION	PRODUCT CODE	UNIT QTY	UNIT	UNIT PRICE	AMOUNT
1	Sierra Pure Chlor Sodium Hypochlorite - 12.5% Effective Nov.1 Sierra Chemical will be billiing by the wet pound. The conversion rate used for sodium hypochlorite is 10.1 pounds per gallon			pound gallon	$ 0.0673 $ 0.6797	

ABOVE PRICES ARE GOOD THRU or AS MARKET CHANGES DICTATE: 12/31/2014

EFFECTIVE: 10/31/2013

Comments:
Thank you for your interest in Sierra Chemical Co. and for the opportunity to quote. For further information on our products and services, contact Jerry Eykelbosh of Sierra Chemical Co., A Carus Company, at 775-240-9236.
jerryeykelbosh@sierrachemsales.com
Currency quoted as US Dollars.
To place an order, call 775-358-0888 or e-mail orders@sierrachem.com.

C-1150
7/27/2009
A.I. 5.3

Material/Goods Contract (Rev 3/30/09)

The City of Sparks

SODIUM HYPOCHLORITE (BID #08/09-036)
CITY OF SPARKS, NEVADA

THIS CONTRACT made and entered into on this 27th day of July, 2009, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Sierra Chemical**, a qualified vendor in the class of work required and/or materials to be supplied, hereinafter called "Vendor".

WITNESETH

WHEREAS, the City has awarded a contract to Vendor for providing materials and (where applicable) perform related services hereinafter mentioned in accordance with the proposal of said Vendor;

WHEREAS, the Vendor will provide the material and (where applicable) perform related services for the compensation stated in said proposal, for an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

1. **Scope:**
The scope of this contract is generally defined as **provision of sodium hypochlorite per Bid# 08/09-036**. The City's Contract Documents and Vendor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

The Vendor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therefore, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

2. **Payment:**
As full consideration for the materials provided and related services to be performed by Vendor, City agrees to pay Vendor as set forth in accordance with the Fee Schedule set forth in the proposal, bid or quotation and not to exceed a fee of **$.746/gallon.** The City will not hire or directly compensate the Vendor's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all materials provided and work performed by Vendor shall be subject to review as to its conformance with specifications by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Vendor's services to the date of payment and shall not forfeit City's right to require the correction of any deficiencies.

3. **Term (Check One)**
   ☐ **This is a One-Time delivery of Materials, or**
   ☒ **This is a term contract from (MO/DY/YR) to (MO/DY/YR)**
   The award is for an initial six (6) month period beginning approximately July 1, 2009 through December 31, 2009, with an option to renew for 19 additional Six (6) month extensions provided there has been satisfactory performance and both parties agree, funding availability and at the specified bid pricing not later than June 30, 2019.

   The Vendor shall deliver the material called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. The Vendor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of the contract as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

   The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product is unsatisfactory or in default, subject to vendor's right to cure as outlined in termination clause.

   This is a non-exclusive Contract and the City reserves the right to acquire the material and related services at its discretion, from other sources during the term of this Contract.

4. **No Unfair Employment Practices:**
   In connection with the performance of work under this Agreement, Vendor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Vendor shall constitute a material breach of contract.

5. **No Illegal Harassment:**
   Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Vendor, its officers, employees, agents, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Vendor's duties under this Contract shall be considered a material breach of contract.

6. **Acceptance by the City:**
   It is expressly understood and agreed that all materials provided and related work done by the Vendor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the contract, although previously approved by oversight. Nothing herein contained shall relieve the Vendor of the responsibility for proper delivery of materials required under the terms of this Contract until all materials have been accepted by the City.

7. **Waiver:**
No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

8. **Notices:**
All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER	VENDOR:
CITY OF SPARKS	Sierra Chemical
431 PRATER WAY	2302 Larkin Circle
PO BOX 857	PO Box 50730
SPARKS, NV 89432-0857	Sparks, NV 89435

9. **Jurisdiction and Venue:**
Any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

10. **Indemnity:**
Vendor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Vendor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Vendor, or by others under the direction or supervision of Vendor.

If City's personnel are involved in defending such actions, Vendor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

11. Licenses and Permits:

The Vendor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All vendors doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

12. Insurance:

Vendor shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

VENDOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT VENDORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY VENDOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT VENDOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Vendor or any Sub-Contractor of the Vendor by the City. Vendor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Vendor that Vendor shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Vendor's sole cost and expense.

Should Vendor be self-funded for Industrial Insurance, Vendor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions. and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

MINIMUM LIMITS OF INSURANCE

Vendor shall maintain coverages and limits no less than:

1. General Liability: $2,000,000 (or amount customarily carried by Vendor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

2. Automobile Liability: $2,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Vendor will maintain Vendor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Vendor goes out of business during the term of this Agreement or the three (3) year period described above, Vendor shall purchase Extended Reporting Coverage for claims arising out of Vendor's negligent acts, errors and omissions committed during the term of the Vendor Liability Policy.

Should City and Vendor agree that higher Vendor coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by City. City retains the option to purchase project insurance through Vendor's insurer or its own source.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor; premises owned, occupied, or used by Vendor; or automobiles owned, leased, hired, or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.

   b. Vendor's insurance coverage shall be Primary insurance as respects City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Vendor's insurance and shall not contribute with it in any way.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

d. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Vendor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

ACCEPTABILITY OF INSURERS
Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Vendor and insurance carrier. City reserves the right to require that Vendor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE
Vendor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Vendor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

A. **Certificate of Insurance.** Vendor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Vendor.

B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

C. **Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

D. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Vendor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Vendor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Vendor, any subcontractor, or anyone employed, directed, or supervised by Vendor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractors under it.
3. In addition to any other remedies City may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
   a. Purchase such insurance to cover any risk for which City may be liable through the operations of Vendor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
   b. Order Vendor to stop work under this Agreement and/or withhold any payments which become due Vendor here under until Vendor demonstrates compliance with the requirements hereof; or,
   c. Terminate the Agreement.

13. Liquidated Damages (This Section ☐ IS ☒ IS NOT Applicable to this Contract):

If the Product is not delivered within the time stipulated in the bid, the Vendor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) $____________ for each calendar day of delay until delivery is completed; the Vendor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Vendor as compensation under this proposal in the event the Vendor fails to meet delivery schedules or product specifications.

14. Material Breach of Contract:

In the event Vendor fails to deliver the product and related services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and vendor's failure to cure such breach within the time allowed in the City's notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and related services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

15. **Force Majeure:**
Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

16. **Termination:**

<u>Failure to Cure:</u>
The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Vendor from damages owed to the City, or seek other remedy including action against all bonds. The Vendor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

<u>Non-Funding:</u>
Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.

<u>Convenience:</u>
The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and related services authorized by and received to the satisfaction of the City prior to termination.

17. **Assignment:**
All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

18. **Entire Contract:**
This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

19. **Severability:**
If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

20. **Headings:**
Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision thereof.

21. **Singular Includes the Plural; Gender; Title Reference:**
Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid document(s) shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

22. **Execution:**
The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

Stanley K. Kinder
(Vendor)

By: Stanley K. Kinder

President & CEO
(Title)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: Geno R. Martini
(Authorized Signature)

APPROVED AS TO FORM
Chet Adams
City Attorney

ATTEST:
Linda K Patterson
City Clerk (As Required)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID M3
SICHE-1

DATE (MM/DD/YYYY) 08/11/09

PRODUCER Alpine Insurance 6160 Plumas Street Reno NV 89519 Phone:775-829-2345 Fax:775-827-7090	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	INSURERS AFFORDING COVERAGE	NAIC #
Sierra Chemical Company 2302 Larkin Cir. Sparks NV 89431	INSURER A: American Int'l Specialty	
	INSURER B: Commerce & Industries Ins.	
	INSURER C: Lexington Insurance Company	
	INSURER D:	
	INSURER E:	

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	EG2602373	08/10/09	08/10/10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
						MED EXP (Any one person)	$ 25000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
						Emp Ben.	1,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	6650709	08/10/09	08/10/10	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 AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	EGU2602541	08/10/09	08/10/10	EACH OCCURRENCE	$ 4,000,000
						AGGREGATE	$ 4,000,000
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
C		Transportation	41LX009274357	08/10/09	08/10/10	Cargo	100,000
A		Pollution	EG2602373	08/10/09	08/10/10	Pollution	1,000,000

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

Certificate holder is named additional insured under the general liability per policy. 10 days notice of cancellation for non-payment of premium applies.

CERTIFICATE HOLDER	CANCELLATION
CITYOFS City of Sparks Deputy City Clerk 431 Prater Way Sparks NV 89432	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 Kim Seely Robison

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.

Midwest Employers Casualty Company

Midwest Employers Casualty Company

Nevada Workers' Compensation Insurance Plan

Administered by Berkley Risk Administrators Company, LLC

P.O. Box 939, Pierre, SD 57501-0939 2510 E. Irwin, Pierre, SD 57501

Phone (605) 945-2144 Fax (605) 945-2048 Toll Free (800) 634-4589

NCCI Carrier Code 25992

CERTIFICATE OF INSURANCE

WCIP

1. The Insured:

Policy Number: **WC-27-01-008801-01**

Risk ID: **270001246**

Sierra Chemical Company
PO Box 50730
Sparks, NV 89435

Tax ID#: **F 88-0086174**

Policy Period: From: **2/27/2009**
To: **2/27/2010**

Date of Mailing: **3/5/2009**

The 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 Policy listed below.

This is to certify that the Policy of Insurance described herein has 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 Policy described herein is subject to all the terms, exclusions and conditions of such Policy.

TYPE OF INSURANCE	LIMITS OF LIABILITY		
Part One Workers' Compensation	Statutory		
t Two Employers' Liability	Bodily Injury by Accident	$1,000,000	each accident.
	Bodily Injury by Disease	$1,000,000	policy limit.
	Bodily Injury by Disease	$1,000,000	each employee.

Should the above Policy be canceled before the expiration date thereof, the Company will endeavor to mail 30 days written notice to the below named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

Certificate Holder's Name and Address:
The City of Sparks
P.O. Box 857
Sparks, NV 89432

Agency Name and Address

Date Issued: **3/5/2009**

A & H Insurance
3301 S Virginia #201
PO Box 7340
Reno, NV 89510

Keith R Hopkins

BA3140