



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** January 21, 2021

**Staff Contact:** Carol Akers, Purchasing & Contracts Administrator and Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a determination that USA Scales, Quality Scales Unlimited, is the lowest bidder pursuant to NRS Chapter 332 and whether to award Contract No. 20300208, Carson City Landfill Truck Scales, for a total not to exceed amount of \$153,549. (Carol Akers, CAkers@carson.org and Dan Stucky, DStucky@carson.org)

Staff Summary: The Landfill Truck Scales Project includes design, fabrication, delivery and installation of 3 truck scales. The procurement and installation of the new truck scales is part of the larger new Landfill Entrance Facility project and is the initial phase. The next phase is planned to be constructed during the summer and fall of 2021. In the interim, the new scales will be fabricated and act as replacements for the existing scales in order to keep the landfill operational in the event that the aging scales fail. The construction contract is for the base bid amount of \$139,590 plus a 10% contingency amount of \$13,959. The engineer's estimate was \$160,000.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 5 minutes

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### Proposed Motion

I move to award the contract as presented.

### Board's Strategic Goal

Sustainable Infrastructure

### Previous Action

None

### Background/Issues & Analysis

This contract includes work associated with supplying and installing 3 new truck scales at the new landfill scale house facility. Other work associated with construction of the facility, including construction of the scale house, re-routing of the landfill entrance, truck scale foundation and other site work are included under a separate project that is planned to be constructed in the summer/fall of 2021. The existing truck scales are well past their useful life and at imminent risk of failure. The new scales will be fabricated and serve as replacements to keep the landfill operational in the event that the current scales fail in the interim condition. Ultimately, the new scales will be installed in coordination with the new landfill entrance facility in the future. Although the truck scales are associated with the new landfill entrance facility, staff strategically bid the scales out separately to save money by avoiding general contractor markup for overhead and profit on the equipment that would otherwise be included if the scales were part of the larger project.

A NOTICE TO CONTRACTORS was published in the Reno Gazette Journal on October 22, 2020. Two bids were opened at approximately 11:30 am on November 19, 2020, via online Cisco Webex bid opening. Present during the bid opening were: Marchus Funke, USA Scales, Inc./Quality Scales Unlimited; Darren Anderson, Rick Cooley and Kate Allen, Carson City Public Works Department; and Carol Akers, Carson City Purchasing and Contracts Administrator.

	<b>Base Bid</b>
1. USA Scales, Quality Scales Unlimited	\$139,590
2. G.T. Michelli Co., Inc.	\$164,173

Staff recommends award to USA Scales, Quality Scales Unlimited, as the lowest responsive and responsible bidder pursuant to NRS Chapter 332.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 332

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Capital Projects Fund / Landfill Site Improvements / #2103939-506503, Project # P390419003

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Account #2103939-506503 will be reduced by a not to exceed amount of \$153,549; the available budget, if fiscal year 2020 remaining budget roll-forward augmentations are approved, is \$855,528.

**Alternatives**

Do not approve the contract and provide alternative direction to staff.

**Attachments:**

[Landfill Project Vicinity Map.pdf](#)

[20300208 Bid Tab Detail.pdf](#)

[20300208 Draft Contract.pdf](#)

**Board Action Taken:**

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

\_\_\_\_\_  
(Vote Recorded By)

### Landfill Vicinity Map



**Property Information**

**Property ID** 00923503  
**Location** 5106 SNYDER AVE  
**Owner** DEPARTMENT OF TRANSPORTATION  
**Acres** 0.85



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018  
Data updated 11/17/2018

# Bid Tabulation Report from Carson City Purchasing & Contracts

775-283-7362

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

**Notice to Contractors Bid# 20300208 Carson City Landfill Truck Scales**

**Date and Time of Opening: November 19, 2020 @ 11:30am**

Description			Bidder # 1	Bidder # 2
			USA Scales Quality Scales Unlimited	G.T. Michelli Co., Inc.
BIDDER acknowledges receipt addendums			Y	N
Description	Sched Value	Unit	Total price	Total price
<b>Base Bid Items - Schedule A</b>				
1	Design, Fabrication, Delivery, and Install of 3 Truck Scales	1	LS	
			\$139,590.00	\$164,173.00
<b>Total Bid Price (Schedule A)</b>			<b>\$139,590.00</b>	<b>\$164,173.00</b>
Total Bid Price written in words? y/n			Y	N
Bidder Information provided? y/n			Y	Y
Bid Document executed? y/n			Y	N
<b>The City will be recommending purchase from USA Scales, Inc. tentatively scheduled for the December 17, 2020 Board of Supervisors meeting.</b>				

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300208**

**Title: Carson City Landfill Truck Scales**

THIS CONTRACT is made and entered into this 21<sup>st</sup> day of January 2021, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Quality Scales Unlimited/USA Scales, Inc., hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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, CONTRACTOR'S** compensation under this agreement (does   ) (does not   X  ) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300208** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

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

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **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**.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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2.5 **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.

2.6 Before commencing with the performance of any SERVICES 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, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. **CONTRACT TERM:**

3.1 The term of this Contract begins on January 21, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be January 21, 2021) and ends September 30, 2021, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

### 4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), 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, by 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.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Rory Ward, Chief Financial Officer  
Quality Scales Unlimited  
USA Scales, Inc. dba Murphy Scales Unlimited  
5401 Byron Hot Springs Road  
Byron, CA 94514  
925-634-8068

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of One Hundred Thirty Nine Thousand Five Hundred Ninety Dollars and 00/100 (\$139,590.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

## 6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

## 7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 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.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to

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make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of **SERVICES** not performed, or unabsorbed overhead, in the event of a convenience termination.

## 7.2 Termination for Nonappropriation:

7.2.1 All payments and **SERVICES** provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

## 7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 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** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 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

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

## 7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of



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default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

## 7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 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; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

## 7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 8. **REMEDIES:**

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 attorney's 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**.

## 9. **LIMITED LIABILITY:**

**CITY** will not waive and intends to assert available NRS 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 expressly provided for elsewhere in this Contract. 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.

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## 10. FORCE MAJEURE:

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

## 11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS 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 Section.

11.2 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:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 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.

11.3 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.

11.4 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.

## 12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as 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 **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 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 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.

12.3 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.

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12.4 **CONTRACTOR**, in addition to Section 11 (INDEMNIFICATION), 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.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

## 13. INSURANCE REQUIREMENTS (GENERAL):

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **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.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 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.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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 later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) 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.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

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

13.12 **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 \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **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 under federal and Nevada law 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.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and 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.

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### 13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

13.20.1 *Minimum Limits required:*

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

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

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

13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300208

Title: Carson City Landfill Truck Scales

the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

### 13.22 PROFESSIONAL LIABILITY INSURANCE

13.22.1 *Minimum Limit required:*

13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

### 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## 14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later 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.

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300208

Title: Carson City Landfill Truck Scales

## 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**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 or any services of this Contract.

**CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

## 16. WAIVER OF BREACH:

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.

## 17. SEVERABILITY:

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.

## 18. ASSIGNMENT / DELEGATION:

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**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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.

## 20. PUBLIC RECORDS:

Pursuant to NRS 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

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 20300208

Title: Carson City Landfill Truck Scales

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 NRS 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.

## 21. CONFIDENTIALITY:

**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.

## 22. FEDERAL FUNDING:

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **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.

22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **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.

22.1.4 **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 any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

## 23. LOBBYING:

23.1 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



# INDEPENDENT CONTRACTOR AGREEMENT

**Contract No: 20300208**

**Title: Carson City Landfill Truck Scales**

influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

## **24. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

## **25. PROPER AUTHORITY:**

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 is performed at the sole risk of **CONTRACTOR**.

## **26. GOVERNING LAW / JURISDICTION:**

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.

## **27. ENTIRE CONTRACT AND MODIFICATION:**

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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300208**

**Title: Carson City Landfill Truck Scales**

**28. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

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

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Project# P390419003  
Account # 2103939-506503

By: \_\_\_\_\_

Dated \_\_\_\_\_

Darren Anderson, Project Manager  
Telephone: 775-283-7584

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300208**

**Title: Carson City Landfill Truck Scales**

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

**CONTRACTOR**

**BY:** Rory Ward

**TITLE:** Chief Financial Officer

**COMPANY:** Quality Scales Unlimited

USA Scales, Inc. dba Murphy Scales Unlimited

**CARSON CITY BUSINESS LICENSE #:** BL-004032-2020

**Address:** 5401 Byron Hot Springs Road

**City:** Byron

**State:** CA

**Zip Code:** 94514

**Telephone:** 925-634-8068

**E-mail Address:** [rory@scalesu.com](mailto:rory@scalesu.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No: 20300208**

**Title: Carson City Landfill Truck Scales**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 21, 2021, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300208** and titled **Carson City Landfill Truck Scales**. 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**

\_\_\_\_\_  
LORI BAGWELL, MAYOR

DATED this 21<sup>st</sup> day of January 2021.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 21<sup>st</sup> day of January 2021.

# Quality Scales Unlimited

5401 Byron Hot Springs Road, Byron, CA 94514  
925-634-8068



**CUSTOMER:** Carson City Sanitary Landfill  
**ADDRESS:** 3505 Butti Way  
**CITY:** Carson City, CA 89701

**QUOTE NO:** F3051  
**DATE:** November 19, 2020  
**PREPARED BY:** Marchus Funke  
**EMAIL:** [Marchus@scalesu.com](mailto:Marchus@scalesu.com)

<u>Item</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Cost</u>
RLWS 70' x 11' OTR Steel Deck Truck Scale	3	\$36,700.00	\$110,100.00
Side Rails	3	\$3,795.00	\$11,385.00
Freight Expense	3	\$665.00	\$1,995.00
Estimate Crane Cost	1	\$2,400.00	\$2,400.00
Rice Lake 920i Digital Weight Indicator	1	\$2,925.00	\$2,925.00
Additional Materials: cable, hardware, etc			\$885.00
Installation Labor (weekday working hours)			\$9,900.00
			<hr/>
			\$139,590.00

# BID PROPOSAL

Exhibit A

**BID# 20300208**

**BID TITLE: "CARSON CITY LANDFILL TRUCK SCALES"**

**NOTICE:** No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

**PRICES** will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

**A COPY OF CONTRACTOR'S "CERTIFICATE"** of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

**COMPLETION** of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addendums.

## BP.1 SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
<b>Schedule A:</b>				
1 Design, Fabrication, Delivery, and Install of 3 Truck Scales	1	LS		
<b>BP.2 Total Base Bid Price (Schedule A)</b>				

**BP.3 Total Base (Schedule (A) Bid Price Written in Words:**

---

## BP.4 BIDDER INFORMATION:

<b>Company Name:</b>
Federal ID No.:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
Complete Fax Number:
Fax Number including area code:
E-mail:

<b>Contact Person / Title:</b>
Mailing Address:

# BID PROPOSAL

City, State, Zip Code: <b>Byron, CA 94514</b>
Complete Telephone Number: <b>925-634-8068</b>
Complete Fax Number: <b>925-634-8068</b>
E-mail Address: <b>marchus@calesu.com</b>

**BP.5 LICENSING INFORMATION:**

<b>Nevada State Contractor's License Number:</b> 1042313 (California)
License Classification(s): <b>C61/D21</b>
Limitation(s) of License: <b>Machinery and Pumps Contractor</b>
Date Issued: <b>7/26/2018</b>
Date of Expiration: <b>7/31/2022</b>
Name of Licensee: <b>USA Scales, Inc.</b>
<b>Carson City Business License Number:</b> BL-004032-2020
Date Issued: <b>1/1/2020</b>
Date of Expiration: <b>12/31/2020</b>
Name of Licensee: <b>USA Scales, Inc. dba Murphy Scales Unlimited</b>

**BP.6 DISCLOSURE OF PRINCIPALS:**

**Individual and/or Partnership:**

Owner 1) Name: <b>Courtney Ward Sukhar</b>
Address: <b>5401 Byron Hot Springs Road</b>
City, State, Zip Code: <b>Byron, CA 94514</b>
Telephone Number: <b>925-324-6912</b>
Owner 2) Name: <b>N/A</b>
Address: <b>N/A</b>
City, State, Zip Code: <b>N/A</b>
Telephone Number: <b>N/A</b>

# BID PROPOSAL

Other 1) Title: Chief Executive Officer
Name Courtney Ward Sukhar
Other 2) Title: Secretary
Name: Courtney Ward Sukhar

**Corporation:**

State in which Company is Incorporated: California
Date Incorporated: November 27, 2007
Name of Corporation: USA Scales, Inc.
Mailing Address 5401 Byron Hot Springs Road
City, State, Zip Code: Byron, CA 94514
Telephone Number: 925-634-8068
President's Name: Courtney Ward Sukhar
Vice-President's Name: Courtney Ward Sukhar
Other 1) Name & Title: N/A

**BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:**

Persons and Positions	Years With Firm
Name 1) <b>Marchus Funke</b>	<b>4</b>
Title 1) Sales Manager	
Name 2) <b>Roger Kohl</b>	<b>8</b>
Title 2) Service Manager	
Name 3) <b>Rory Ward</b>	<b>12</b>
Title 3) Chief Financial Officer	
Name 4) <b>Adam Untch</b>	<b>6</b>
Title 4) Project & Resource Manager	



# BID PROPOSAL

Name 5) N/A	
-------------	--

Title 5)

Name 6) N/A	
-------------	--

Title 6)

(If additional space is needed, attach a separate page)

# BID PROPOSAL

## BP.8 REFERENCES:

### Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

<b>Company Name 1): Republic Services, Newby Island Landfill</b>
Contract Person: Tony Boccaleoni
Mailing Address: 1601 Dixon Landing Rd.
City, State, Zip Code: Milpitas, CA 95035
Complete Telephone Number: 650-670-0678
E-Mail Address: tboccaleoni@republicservices.com
Project Title: Newyb Landfill Truck Scale Replacement
Amount of Contract: ~\$90,000.00
Scope of Work: Remove existing CMI truck scale, install new above ground OTR truck scale.
<b>Company Name 2): Glenn County Landfill</b>
Contract Person: Kevin Cook-Guteriez
Mailing Address: 5700 County Rd 33
City, State, Zip Code: Artois, CA 95913
Complete Telephone Number: 530-531-7364
E-Mail Address: kcook-guteriez@countyofglenn.net
Project Title: Glenn Country Transfer Station Project
Amount of Contract: ~\$200,000.00
Scope of Work: Relocate existing Cardinal EPR truck scale, install (1) new transfer tunnel axle scale, and (1) new above ground OTR truck scale.


# BID PROPOSAL

<b>Company Name 3):</b> Hanson Aggregates, Sunol
<b>Contract Person:</b> Seth Watkins
<b>Mailing Address:</b> 7999 Athenour Way
<b>City, State, Zip Code:</b> Sunol, CA 94586
<b>Complete Telephone Number:</b> 925-785-0085
<b>E-Mail Address:</b> seth.watkins@lehighhanson.com
<b>Project Title:</b> Truck scales & camera systems
<b>Amount of Contract:</b> \$300,000.00
<b>Scope of Work:</b> Install truck scales, kiosks and camera systems.
<b>Company Name 4):</b> N/A, already listed three.
<b>Contract Person:</b>
<b>Mailing Address:</b>
<b>City, State, Zip Code:</b>
<b>Complete Telephone Number:</b>
<b>E-Mail Address:</b>
<b>Project Title:</b>
<b>Amount of Contract:</b>
<b>Scope of Work:</b>

# BID PROPOSAL

## BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
  - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

  
 \_\_\_\_\_  
 Signature of Authorized Certifying Official  
 Courtney Ward Sukhar  
 \_\_\_\_\_  
 Printed Name

Chief Executive Officer  
 \_\_\_\_\_  
 Title  
 11/17/2020  
 \_\_\_\_\_  
 Date

I am unable to certify to the above statement. My explanation is attached.

N/A  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

### BIDDER'S SAFETY INFORMATION

#### Bidder's Safety Factors:

Year	"E-Mod" Factor <sup>1</sup>	OSHA Incident Rate <sup>2</sup>
2018	2020: 103	2018: 0
2019	2021: 87	2019: 0

<sup>1</sup> E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

<sup>2</sup> OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

# BID PROPOSAL

### BP.13 ACKNOWLEDGMENT AND EXECUTION:

STATE OF California )  
 ) SS  
 COUNTY OF Contra Costa )

I Marchus Funke (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Carson City Landfill Truck Scales", contract number 20300208, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

### BIDDER:

PRINTED NAME OF BIDDER: Marchus Funke

TITLE: Sales Manager

FIRM: Quality Scales Unlimited

Address: 5401 Byron Hot Springs Rd.

City, State, Zip: Byron, CA 94514

Telephone: 925-634-8068

Fax: 925-634-6869

E-mail Address: marchus@scalesu.com

Marchus Funke  
 (Signature of Bidder)

DATED: 11/18/2020

Signed and sworn (or affirmed) before me on this N/A day of N/A, 2020, by  
N/A.

N/A - Unable to have notarized due to COVID restrictions  
 (Signature of Notary)

(Notary Stamp)



Dear Carol Akers,

Rice Lake Weighing Systems would like to recommend Quality Scales Unlimited as our Authorized Dealer to provide three new Survivor Series OTR truck scales for Carson City Landfill's truck scale project. Quality Scales Unlimited is our only Authorized Dealer in Northern Nevada for selling and servicing Rice Lake truck scales.

Quality Scales Unlimited is the largest scale company in California and Nevada with 21 technicians and 11 test trucks. Their size, locations and extensive inventory allow them to service customers more quickly than their competitors. They are on call 24/7 365 days a year unlike many scale dealers.

In our experiences with Quality Scales Unlimited, we have found their pricing to be competitive, their experience and knowledge unmatched, and their customer service is exceptional, which is why they are our Authorized Dealer in their service area.

Rice Lake offers an extended 12-year warranty on our truck scales. For the extended warranty to remain valid, the company performing the installation must also perform at minimum biannual inspection and calibration. If said services are performed by another company the warranty is void.

Sincerely,  
Jeff White

A handwritten signature in black ink that reads "Jeff White". The signature is written in a cursive style with a large, stylized "J" and "W".

Southwest Regional Sales Director



Rice Lake Weighing Systems  
230 W Coleman St Rice Lake, WI 54868  
United States - Phone: 715-434-5047 Fax: 715-234-6967

# Vehicle Scale Limited Warranty

## Statement of Limited Warranty

Subject to the terms and conditions as stated herein: Rice Lake Weighing Systems (hereafter referred to as "RLWS") warrants its equipment to be free from defects in material and factory workmanship for a period of time from the date of shipment as stated in this document.

**Electronic Components** Twelve (12) years - weight indicator, load cells, junction boxes, suspension system. This covers SURVIVOR SR, PT, OTR, ATV and OTR-XV series.

**Electronic Components** Two (2) years - weight indicator, load cells, junction boxes, suspension system. This covers SURVIVOR AG, LV, SR-X and OTR-SV series.

Load cells, junction boxes, and internal cabling are warranted against failure caused by lightning and moisture provided the scale and all electronic devices have been properly installed, grounded and sealed by an authorized RLWS distributor and the power to the indicator and all peripheral equipment is supplied through a surge suppressor device provided by RLWS.

### Weighbridge Components

<p><b>Applies to RICE LAKE SURVIVOR® models</b>          Twelve (12) years - SURVIVOR OTR, OTR-XV, ATV, SR and PT weighbridge structure          Two (2) years - SURVIVOR OTR-SV, AG, LV, ATV-M and PT-M weighbridge structure</p>	<p>Exclusions to the warranty include but are not limited to: corrosion, concrete &amp; rebar or any other items supplied by others, excessive wear, cosmetic defects that do not affect performance use and damage caused by electrical surges resulting from welding on or near scale</p>
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### Terms and Conditions of Limited Warranty

At RLWS' option, this obligation is limited exclusively to original equipment manufactured or supplied by RLWS and is subject to the inspection, analysis and determination by RLWS regarding the nature and cause of any failure.

This twelve-year warranty requires a bi-annual inspection and calibration service contract from the dealer performing installation. Proof of each inspection and calibration must be included with any warranty claim. Failure to secure and implement a twelve-year service contract between the dealer performing installation and the end user will void this warranty.

Defective components – mechanical or electrical – will be repaired or replaced free of any obligation to the owner within ninety (90) days after date of installation. For the remainder of the product warranty period, defective components (mechanical or electrical), will be repaired or replaced at the option of RLWS provided such services are performed by an authorized RLWS Dealer and equipment owner agrees to pay Dealer for all non-warranty related services. Service technician labor and travel expenses are covered by RLWS subject to a bi-annual service contract equal to the length of this warranty. RLWS will require proof of all inspections prior to covering parts, labor or travel expenses. RLWS may require the faulty components be returned to the factory, freight prepaid, at the discretion and authorization of RLWS.

This warranty does not extend to any labor, material, or service charges involved in removal or replacement of equipment.

RLWS is not responsible and will not be held liable for losses, injury or damage caused to persons or property resulting during installation or failure during use of RLWS products or any consequential damages that may arise from their use.

RLWS reserves the right to incorporate improvements in material and design of the products without notice and is not obligated to incorporate the same improvements in equipment previously manufactured.

All peripheral equipment such as indicators, remote displays, automated ticketing components or associated hardware used in a scale system under this warranty must be manufactured by RLWS.

In certain cases, such as used equipment or peripheral equipment not manufactured by RLWS, a reduced warranty may apply. Specific details to these exceptions are provided separately or at the time of purchase.

RLWS shall not be obligated under any warranty different than as set forth herein. The RLWS warranty is limited to the initial customer and installation and is not transferable in the event of resale.

### Conditions Which Void Limited Warranty

This warranty shall not apply to equipment which:

- A. Has had repairs and modifications not authorized by RLWS which in RLWS' judgment has affected the performance
- B. Has been subject to misuse "overloading", negligent handling, improper installation, accident, damage by fire, water, submersion or act of God
- C. Has had serial number altered, defaced or removed
- D. Had not followed RLWS recommendations for epoxy, galvanizing, or stainless-steel construction for installation in harsh environments
- E. Has not been grounded according to RLWS recommended procedure

Freight Carrier Damage Claims for equipment damaged in transit must be referred to the freight carrier. Visible damage should be reported immediately. Concealed damage as soon as possible in any case, within fifteen (15) days of receipt of shipment, in accordance with freight carrier regulations.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY EXTENDED BEYOND THE DESCRIPTION OF THE PRODUCT. This warranty statement sets forth the extent of our liability for breach of any warranty or deficiency in connection with the sale or use of the product. It is understood that RLWS will not be liable for consequential damages or any nature, including but not limited to, loss of profit, delays or expenses, whether based on tort or contract.

With the twelve (12) year Lightning Protection Package, there must be a bi-annual contract inspection of the site and the transient protection electronics for acceptance of coverage by Rice Lake Weighing Systems. The inspection must be completed by a qualified RLWS distributor. Scale owner is responsible for the cost of the inspections. Failure to provide consistent inspection records throughout the warranty period will void the product warranty.

With the two (2) year Lightning Protection Package, there must be an annual contract inspection of the site and the transient protection electronics for acceptance of coverage by Rice Lake Weighing Systems. The inspection must be completed by a qualified RLWS distributor. Scale owner is responsible for the cost of the inspections.

CUSTOMER ASSISTANCE

www.ricelake.com | Phone: 800-472-6703

RICE LAKE

**Truck Scale Foundation Loading:**

<b><u>Type of Scale</u></b>	<b>70'x11' OTR Steel Deck</b>
<b><u>Truck Loading</u></b>	<b>60,000 lb Dual Tandem Axle (DTA)</b>
<b><u>Live Load At Load Cell Mount</u></b>	<b>43,600 lb</b>
<b><u>Dead Load At Load Cell Mount</u></b>	<b>4,125 lb</b>
<b><u>Total Load At Load Cell Mount</u></b>	<b>43,600 lb + 4,125 lb = 47,725 lb</b>
<b><u>Load Cell Mount Base Plate Footprint</u></b>	<b>8 in x 15 in = 120 in<sup>2</sup></b>
<b><u>Pressure on Concrete</u></b>	<b>47,725/120 = 398 psi</b>



# SURVIVOR<sup>®</sup>

**OTR** SERIES

STEEL DECK

Truck Scale



**TOUGHEST  
TRUCK SCALES  
ON EARTH<sup>®</sup>**

**RICE LAKE<sup>®</sup>**  
WEIGHING SYSTEMS

800-472-6703  
[www.ricelake.com](http://www.ricelake.com)

# SURVIVOR® OTR SERIES STEEL DECK

# Uncompro

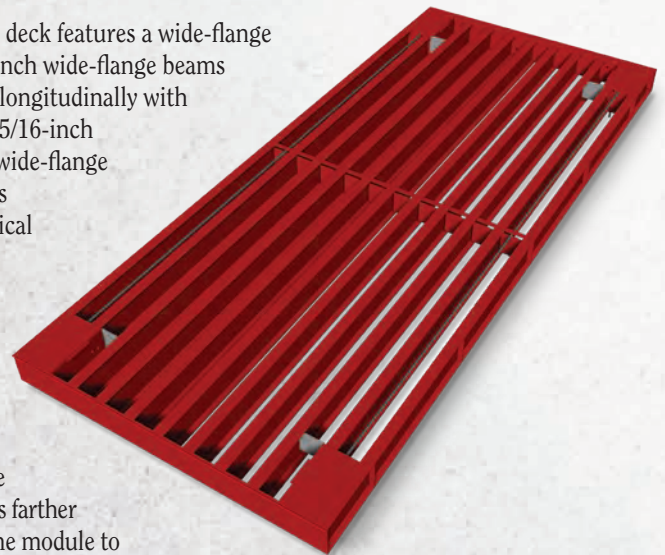
## SURVIVOR Strength

Rice Lake Weighing Systems' SURVIVOR truck scales utilize up to 25 percent more steel content than competitor truck scales, providing the deck support and overall weighbridge strength to last a generation or more.

The compact, low-profile SURVIVOR OTR steel deck installs quickly—ready to weigh heavy loads and withstand constant traffic in as little as one day, getting production processes up and running as quickly as possible.

The SURVIVOR OTR steel deck features a wide-flange I-beam construction. 12-inch wide-flange beams on 11.5-inch centers run longitudinally with the traffic flow beneath a 5/16-inch diamond plate deck. The wide-flange I-beam construction helps minimize deflection (vertical flexing), a major factor in determining the life of the weighbridge.

Many other manufacturers use lighter beams and bent plates in the middle of the bridge, or may space beams farther away from the center of the module to reduce the cost of the scale. Over time, this type of bridge can bow, causing inaccuracies in weighments, scale downtime and eventually scale failure.



### End View SURVIVOR Truck Scale Steel Deck



12-inch wide-flange beams on 11.5-inch centers, open bottom eliminates rust-causing moisture

### End View Competitor Model



Lighter bent plate, closed bottom where moisture can collect and cause rust

# TOUGHEST TRUCK SCALES ON EARTH<sup>®</sup>

# omising



## Long-lasting Value

SURVIVOR OTR truck scales are designed to accommodate a minimum of 250 trucks per day for 25 years without weighbridge fatigue—equivalent to more than two million weighments. Rice Lake's warranty covers load cells, junction boxes and suspension systems to ensure worry-free operation. SURVIVOR OTR truck scales also include a lightning protection package, and weighbridges are warranted against defects in materials and workmanship. This warranty is available for a choice between five and an industry-leading 12 years from delivery.

## Tough from Start to Finish

Steel deck OTR truck scales go through an extensive finishing process: blast-cleaning to remove mill scale and surface imperfections, maximum coating adhesion preparation, high-solids urethane primer and paint application, and an asphalt emulsion undercoating on all non-visible steel surfaces.

## A Solid Foundation

Matching the correct foundation to specific soil conditions is critical to scale performance. Factory specialists and authorized distributors will assist in specifying the proper type for each application site. Professional engineer-certified prints are available to further ensure a quality foundation.

Floating Slab Foundation



Pier Foundation



## Breathing Room Below

The SURVIVOR OTR steel deck features an open-bottom design, eliminating the cavity where rust-causing moisture can collect. Rice Lake's unique asphalt emulsion coating is applied to all non-visible steel surfaces and undersides, adding extra protection from moisture and corrosive elements to prolong the life of the scale.

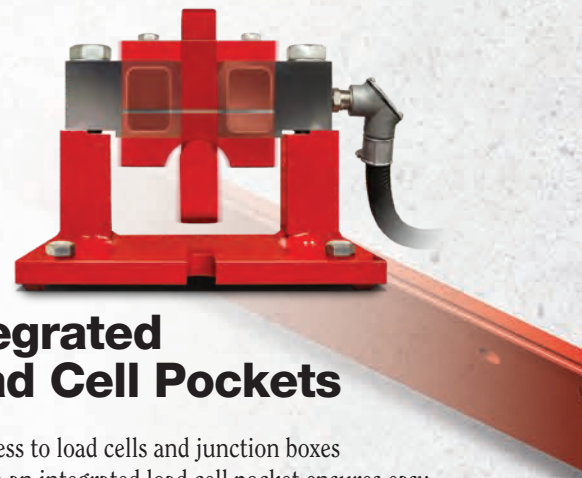
## Advanced Design

PE-certified Rice Lake design engineers use the most advanced Finite Element Analysis (FEA) software to examine high-stress areas and design SURVIVOR truck scales based on actual loading characteristics. Custom sizes are a standard procedure and can be manufactured to easily fit existing foundations.



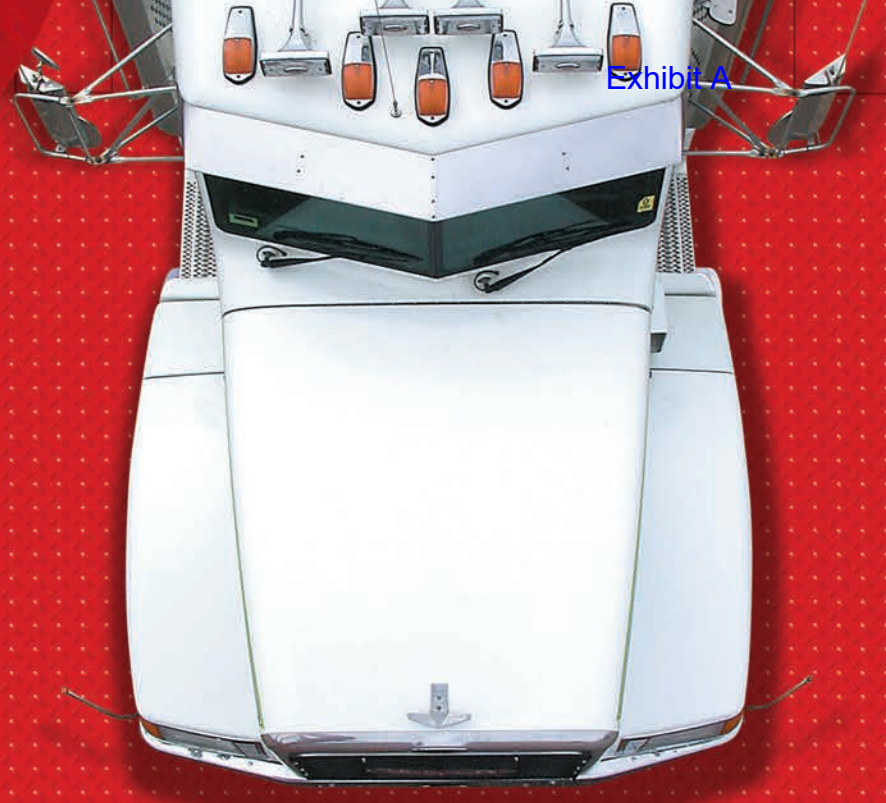
## Self-checking Mounting System

Rice Lake's G-Force™ self-checking mounting system eliminates excess movement and scale wear by using 100 percent of the gravitational force from the loading action against itself, returning the scale to center without check rods or bumper bolts.



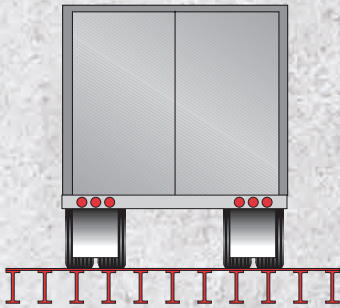
## Integrated Load Cell Pockets

Top access to load cells and junction boxes through an integrated load cell pocket ensures easy installation and maintenance. Load cell pockets are made with heavy-duty steel plates incorporated into the design of the scale, adding extraordinary strength and integrity to a critical area of the weighbridge.

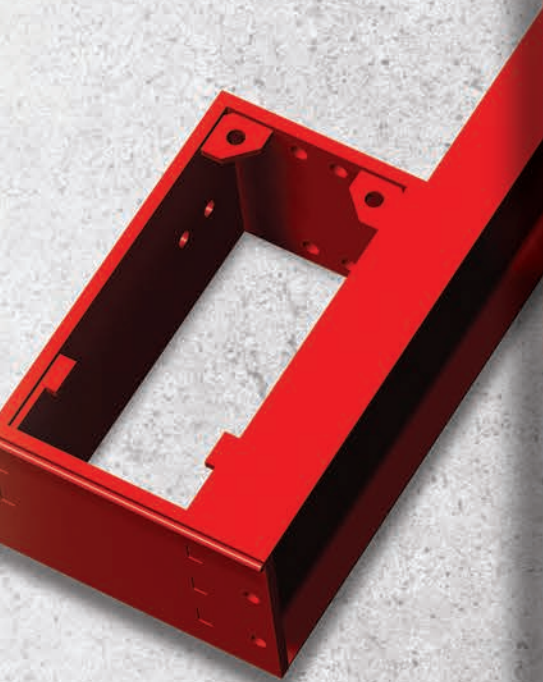
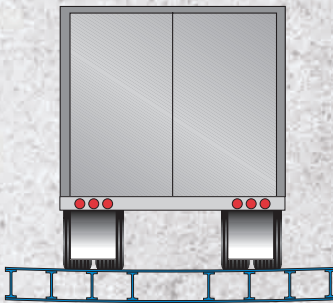


Compared to competitors, Rice Lake's truck scales offer more support under the tires, minimizing deflection and increasing the life of the weighbridge.

Rice Lake Truck Scale



Competitor



## **SURVIVOR OTR STEEL DECK**

### **Performance**

- Up to 270,000 pound gross weight capacity
- 100,000 pound concentrated load capacity (CLC)
- 100,000 pound dual tandem axle rating (DTA)
- 75,000 pound capacity load cells and mounts
- NTEP Certified Legal for Trade up to 16.5 feet wide

### **Advantage**

- Fast installation
- Easy relocation and expansion
- Lower profiles
- 5/16 or 3/8-inch deck plate
- Optional tread runners for increased tire support



## Advanced Load Cell Diagnostics with iQUBE<sup>2</sup>

Digital truck scales perform analog-to-digital conversion in one of two places: the load cell or the junction box. Conversion and diagnostic activity will take place at the load cell if there is an analog-to-digital converter onboard. It is then simply referred to as a "digital" load cell.

Using Rice Lake's iQUBE<sup>2</sup>, however, a truck scale with an analog load cell can provide diagnostic information. Because conversion takes place at the junction box, sensitive electronics are protected from damaging environmental threats like vibration, extreme temperatures and moisture. iQUBE<sup>2</sup> digitally monitors and communicates load cell performance, complemented by unparalleled speed and communication.

- Delivers enhanced diagnostics at a fraction of the cost of a digital load cell
- Displays and tracks performance, weight information, changes in dead load and load cell output relative to adjacent cells for each load cell
- Monitors A/D conversion, excitation and communication in real-time
- Tunable diagnostics for return to zero, drift, noise and linearity help assess weighing performance
- Each load cell operates independently, improving the signal-to-noise ratio
- Uses cell emulation to ensure your scale can weigh temporarily even after a load cell failure
- Provides diagnostic LEDs for displaying load cell health, communication port activity, processor heartbeat and digital I/O functionality
- Sends email alerts to a designated service provider if a problem is detected



RICELAKE  
**SURVIVOR**<sup>®</sup>  
 TOUGHEST TRUCK SCALES ON EARTH<sup>™</sup>

# SURVIVOR® OTR SERIES STEEL DECK

## Automate Your Truck Scale

Build automation into truck scale operations with peripheral scale accessories, advancing safety and efficiency for heavy-capacity applications.

### Boost Process Efficiency

Ultimately allowing more trucks to move over the scale, automation improves traffic flow at any site and reduces data input errors. Trucks can be preassigned an identification number and routed through the weighing site with one or multiple traffic lanes, requiring fewer stops. Transfer weight data quickly with a variety of communication options, high-speed printing and customizable software. Automation gets drivers back on the road faster—delivering more product and yielding higher profits.

Automation

Products

Safety

Automated Kiosks / Guide Rails / Software

Remote Displays / Weight Indicators

Rfid Reader / Traffic Light Junction Boxes



### Automated Systems Add Safety

Rice Lake offers automated kiosks and truck scale accessories to promote safety for truck drivers and site employees. Ticketing kiosks allow drivers to check in, weigh in and out, and print tickets automatically without exiting the cab of the truck. Traffic signals, gates and remote displays can be queued to route trucks safely and quickly through the weighing process, minimizing driver time on the property.

SALES AND TECHNICAL ASSISTANCE



HEADQUARTERS  
230 West Coleman Street  
Rice Lake, Wisconsin 54868 - USA  
Tel: (715) 234 9171 | Fax: (715) 234 6967  
www.ricelake.com

## **Engineering Specification Low Profile Steel Deck Truck Scale**

The following set of specifications will describe a fully electronic, low profile, modular type steel deck truck scale system, designed to be optionally mounted on an above grade pier, floating slab or pit type foundation. Scale shall be a 3-module 4-section system that is suitable for easy movement from one location to another.

### **1.0 General Provisions – Truck Scale**

The scale will be a fully electronic, low profile, steel deck design truck scale. The scale platform shall be designed and manufactured in the United States of America. The scale platform, load cells and digital indicators shall be assembled in the United States of America. The scale shall be a Rice Lake Weighing Systems Model 7011-ST-100-OTR or equivalent that will meet the following minimum standards.

- 1.1** The scale shall have a capacity of 135 Tons (270,000 lb) with a displayed resolution of 200,000 lb x 20 lb in accordance with NIST, Class III L devices.
- 1.2** Scale shall be a fully electronic design. The scale weighbridge will consist of factory welded modules having a total longitudinal span of 70 ft (69 ft 10.5 in) and platform width of 11 ft (10 ft 10.5 in). No field assembly or welding will be allowed. Mechanical lever systems are not acceptable.
- 1.3** Each scale module shall be designed with a Concentrated Load Capacity (CLC) of 50 Tons (100,000 lb), as defined by NIST. When the CLC is applied at midspan on a module, according to NIST regulations, the maximum stress of the steel shall not exceed 26,500 PSI as determined by Finite Element Analysis (FEA) software. The deflection at this loading condition shall not cause the scale to exceed the allowable accuracy tolerance as specified by NIST in Handbook 44.
- 1.4** The scale provided will have an unobstructed weighing surface of 11 ft (10 ft 10.5 in) wide by 70 ft (69 ft 10.5 in) in length and a 16.5 in minimum profile. A minimum clearance of 4 in shall be provided between the concrete floor and the bottom of the weighbridge.
- 1.5** The scale modules will be designed as such to eliminate use of grout plates requiring setting and leveling prior to arrival of the scale at job site. A maximum of 2 drilled anchors (3/4 in x 7 in) will be provided for each load cell stand.
- 1.6** The scale system shall be a full electronic design, with internal self-checking weigh-bridge. Weighbridges using bumper bolts, externally fixed check rods, or embedded bumper plates in the end walls will not be permitted.
- 1.7** Minimum weighbridge thickness will be 12 in. Scale shall be an open bottom design. Weighbridges that utilize a sealed bottom plate for structural strength shall not be permitted.

- 1.8** A 5/16 in diamond checkered steel treadplate shall be supported with a minimum of (12) 12 in wide flange, 14 pounds per foot, structural longitudinal beams, welded to top flange of beam and module end plate. Only structural wide flange beam construction shall be allowed. Weighbridge designs utilizing junior beams or bent plate shall not be permitted.
- 1.9** The entire bridge assembly shall be cleaned prior to the addition of any coatings or paint to the weighbridge modules. Customer reserves the right to inspect the steel surfaces prior to application of any coatings to the prepared steel surfaces. All steel surfaces shall be free of all welding gases, residue, oil, mill scale and rust.
- 1.10** All non-visible steel shall be evenly spray coated with an asphalt emulsified coating or have equal protection applied.
- 1.11** All steel elements shall be steel shot blasted to SSPC-A-SP6 standards.
- 1.12** All visible steel surfaces will receive a 3-5 mill application of a high solids urethane primer and a high solids acrylic urethane top coat to a finish of 2-3 mill thickness.
- 1.13** Module end plates shall be a minimum  $\frac{3}{4}$  in thick, and shall be reinforced on each side with longitudinal I-beams. Load cell pockets shall be constructed of  $\frac{3}{4}$  in steel plate and shall be tied to the end plates using tabs and laser cutouts. Scale modules using flat welded or bolted end boxes shall not be allowed.
- 1.14** The scale will be NTEP Certified and shall meet the requirements set forth by the NIST Handbook 44 for Class III-L devices. The bidder shall submit a current copy of Certificate of Conformance (COC) with bid.
- 1.15** Structural steel elements will have a combined minimum weight of 30,800 pounds.
- 1.16** Access covers to the load cells shall be from the top of the scale and shall be boltless in design. Cover plates will be reinforced to adequately handle axle traffic over the covers and will be kept in place with  $\frac{1}{2}$  in diameter x 1 in long steel dowels. Cover plates utilizing bolts of any type shall not be permitted.
- 1.17** A  $\frac{1}{2}$  in diameter steel rock guard shall be welded to the end modules.
- 1.18** The truck scale shall be provided with a fabricated cleanout area measuring 12 in x 84 in with removable end plates at each end of the scale system. (Optional)
- 1.19** Manhole frame and cover (24 in square) shall be provided for access to the pit area beneath the scale. (Optional for pit installations)
- 1.20** Scale shall be equipped with optional gusseted bolt-on safety guiderails on each side of the scale with a minimum of 4 in diameter pipe. A minimum of 3



bolts will be used at each gusset to attach side rail. Guiderails welded to weighbridge shall not be permitted.

- 1.21 The scale provided shall be a Rice Lake Weighing Systems SURVIVOR® Series Model 7011-ST-100-OTR or equivalent.

## 2.0 Load Cells and Junction Boxes

Load cells are rigidly mounted utilizing a single link suspension to provide equal and consistent and evenly distributed force to the load cell. Load cells are totally self-contained, and come complete with mounting stands, single-link suspension, and 60 ft of cable to junction box. Compression or rocker style load cells shall not be permitted.

- 2.1 Load Cells shall be rigidly mounted in fabricated steel stands parallel to traffic flow. Suspension system will be E4340 material forged single link suspension hardened to Rockwell "C" 40-45 to allow self-centering and free floating platform. Rocker column or compression type load cells requiring check rods, anti-rotation pins or bumper bolts will not be permitted.
- 2.2 Load cells will be of the analog type and have a minimum capacity of 75,000 lb each with an overload safety factor of 150 percent. Scales utilizing a lower capacity load cell than 75,000 lb will not be permitted.
- 2.3 Scales utilizing adjustable bumper bolts or embedded plates in the wall to minimize movement of the bridge shall not be allowed.
- 2.4 Systems utilizing proprietary, internal circuitry to convert analog to digital conversion of the load cell signal within the load cell shall not be permitted.
- 2.5 All access to load cells will be from the top of the scale through formed boltless steel access panels. Covers should be form fitted and should be accessible without use of tools.
- 2.6 Steel conduit will be provided within the weighbridge for load cell cable runs.
- 2.7 A flexible screw-type conduit fitting shall be provided at each load cell. Load cell cable shall be totally enclosed within permanent conduit provided within the weighbridge. Load cells using connectors of any type will not be permitted. Braided metal cable covering shall not be used in place of steel flex conduit or hardened steel conduit.
- 2.8 Load cells shall be of 4340 alloy steel nickel plated and shall be sealed with a minimum IP67 rating.
- 2.9 Load cells shall be non-proprietary in design, including both mechanical operation and electronic transmission of data. Manufacturers using proprietary load cell technology available from a single source will not be permitted.
- 2.10 Replacement load cells shall be available from a multitude of vendors nationally, and shall not be single sourced or of a proprietary design.

- 2.11 Fiberglass Reinforced Polyester (FRP) junction box with formed contoured edges and gasketed top access. Junction box shall have a GORE-TEX® single directional membrane vent. Steel junction boxes shall not be permitted.
- 2.12 Load cell stands will be flush mounted to concrete piers and anchored using wedge locks or similar bolts. A maximum of (2) ¾ in x 7 in anchor bolts will be required per stand and will be included in the cost of the scale. Grout plates or embedded items in the foundation concrete will not be allowed.
- 2.13 A 1 in braided copper transient bypass cable shall be provided at each load cell from the weighbridge to the base stand.
- 2.14 UPS Duplex Voltage regulating transformer, or equivalent.
- 2.15 UJB-3T6 DC Transient circuitry protection or equivalent.
- 2.16 Load cells shall be warranted for a minimum of five years against failure of all types, including lightning or surge voltage.
- 2.17 A single-point grounding system will be provided. Systems utilizing a multiple point ground will not be permitted.

### 3.0 Digital Instrumentation Specifications

The scale instrument shall be a Rice Lake Weighing Systems 920i® Programmable Indicator/Controller complete with operator friendly diagnostics for the load cells and digital j-box or equivalent.

- 3.1 The scale instrument shall be NTEP Certified and meet or exceed all specifications set forth by NIST, Handbook 44 for Class II, III, and IIII devices. Additionally the instrument shall meet or exceed approvals for UL, C-UL and CE. The manufacturer, on request, shall provide a Certificate of Conformance (COC) to these standards.
- 3.2 The scale instrument shall be housed in an all stainless steel, NEMA 4X/IP66 enclosure measuring 10.5 in wide x 11.5 in high x 4.5 in deep with swing-away mounting base for ease of installation.
- 3.3 The instrument shall be 100 percent manufactured by the manufacturer of the weighbridge assembly.
- 3.4 The instrument shall be microprocessor based.
- 3.5 The scale instrument shall be fully programmable and configurable according to the needs of the application. Custom programming for the application will be available through common programming techniques.
- 3.6 The scale display shall be a backlit LCD graphical display with minimum size of 3.4 in high x 4.6 in wide with characters from .25 in to 1.2 in high. Display must be capable of displaying alpha and numeric characters or graphic images.

- 3.7** The instrument shall allow connection of a QWERTY-type, computer-style keyboard.
- 3.8** The front panel of the instrument shall have the following operational keys as standard with tactile feedback:
- Zero
  - Print
  - Gross/Net
  - Clear
  - Tare
  - Decimal Point
  - Units
  - Numeric 0-9
- 3.9** The instrument shall have the following custom soft keys - 5-user defined function keys; driver number, contract number, weigh-in, weigh-out
- 3.10** The instrument shall have the following displayed operational annunciators; gross, tare, net, zero, motion, three units of measurement
- 3.11** The scale instrument shall have the capability of powering up to (16) 350 Ohm load cells.
- 3.12** The instrument shall have the ability to display both gross and net weights and the ability to recall gross or tare weights in the net mode.
- 3.13** The instrument shall have the ability to provide in/out, gross/tare/net calculation of individual truck weights and storage for the following information:
- 1,000 open transactions
  - 1,000 tare weights
  - Data base report
- 3.14** The instrument shall have a minimum of four standard bi-directional serial ports with the following configurations available:  
Com. 1 – RS-232  
Com. 2 – RS-232, 20mA current loop  
Com. 3 – RS-232, 20mA current loop  
Com. 4 – RS-232, RS-485, 20mA current loop
- 3.15** Set Points  
Four digital I/O ports on board
- 3.16** The scale instrument shall be designed to provide noise protection for RFI, EMI and ESD.
- 3.17** The excitation voltage shall be 10 VDC.
- 3.18** The instrument shall have an automatic zero tracking feature that will be programmable and in compliance with NIST, Measurement Canada and OIML regulations.
- 3.19** The instrument shall be fully programmable through the front panel.

- 3.20** The instrument shall include as standard surge voltage protection as recommended by the manufacturer
- 3.21** The digital instrument shall be warranted by the manufacturer for a minimum of two years from the date of installation..
- 3.22** The instrument shall have a multi-level digital filtering system for environmental noise or vibration.
- 3.23** Individual load cell monitoring and system diagnostics when paired with the iQUBE<sup>2</sup>® digital diagnostic junction box.
- 3.24** The scale instrument shall have an internal resolution of 8.000.000 counts.
- 3.25** Operating temperature for the instrument shall be 14°F to 104°F (-10°C to 40°C).
- 3.26** Scale instrument shall have the ability to be panel mounted.
- 3.27** Customized programmable print formats including 20 auxiliary print formats.
- 3.28** Operational power input shall be 115 or 230 VAC, ±10 percent @ 3.15 Amp maximum. 50/60 Hz single phase.
- 3.29** The scale instrument shall have the capability of receiving custom programs with up to 256 display widgets and 10 screens.
- 3.30** The instrument shall have a real time clock and battery backed feature
- 3.31** A/D conversion rate shall be selectable from 7.5 Hz to 960 Hz.
- 3.32** Multi-range/internal selection for setting two or three weight ranges with different division sizes