

**THIS IS NOT AN ORDER**

ADVERTISED BID #0910-008  
RELEASE DATE: June 3, 2009

**Sand Yard Material Purchase and Debris Removal**

TMWA is accepting sealed bids for the purchase of materials and hauling out debris to include stocking and supplying sand, cold mix, base rock, and drain rock for maintenance to the Sparks TMWA yard. Project includes all common phases of work customarily associated with this type of project. Bids must be submitted in accordance with the specifications related hereto.

**BID DOCUMENTS** may be downloaded from TMWA's web site at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/).

**ADDENDUMS** are distributed from TMWA's web site at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). It is each bidder's responsibility to ensure that they have received all Addendums prior to submission of their bid.

**MANDATORY PRE-BID CONFERENCE** will be held on the 17<sup>th</sup> day of June, 2009 at the Conference Room located at Truckee Meadows Water Authority, 1355 Capital Blvd., Reno, NV 89502 and will commence promptly at 10:00 a.m. Bidders shall sign into the conference between 9:45 a.m. and 10:00 a.m. Any prospective bidder arriving **after** 10:00 a.m. shall be considered **late** and shall not be permitted to attend the conference; and a bid proposal **will not** be accepted from such bidder. **TMWA will accept and entertain bids from only those in attendance. NO EXCEPTIONS MADE.**

**QUESTIONS** will be accepted until 8am. on June 19<sup>th</sup>, 2009. Questions must be submitted in writing to Justine Chambers, Purchasing/Contracts Administrator, Truckee Meadows Water Authority FAX No. 775-834-8285, E-mail: [jchambers@tmwa.net](mailto:jchambers@tmwa.net).

**SEALED BIDS** must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY (TMWA)**, in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than 2:00 p.m. on June 24<sup>th</sup>, 2009. Bids received after the date and time set for receipt will be **REJECTED**.

**BID OPENING** will be held publicly at 2:05 p.m. on June 24<sup>th</sup>, 2009 at 1355 Capital Blvd., Reno, NV 89502.

**BID AWARD** is scheduled to be made by July 1, 2009.

**PRICES** must be quoted FOB Reno, Nevada.

**TERM OF CONTRACT:** One Year with the right to renew for five additional years

Justine Chambers, Purchasing/Contracts Administrator

1. **NOTICE OF RIGHTS**

1.1. TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.

1.2. TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.

1.3. TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.

1.4. TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "**ALL OR NOTHING**" will be excluded from this provision.

1.5. TMWA, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.

1.6. TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.

1.7. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. He shall have access to view all equipment and facilities utilized by the Contractor. Such access shall be to determine the ability of the Contractor to perform in accordance with the provisions of these documents.

2. **RIGHT OF JOINDER CONTRACTS:**

2.1. TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.

2.2. Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.

2.3. TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

3. **PREPARATION OF BIDS:**

3.1. Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.

3.2. Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.

3.3. Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.

3.4. Bidders are urged to proofread their bids carefully for any errors.

3.5. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.

3.6. Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.

3.7. In the case of a difference between written words and figures, the amount stated in written words shall govern.

3.8. In the case of a difference between a unit price and the extended price, the unit price shall govern.

3.9. All prices shall be F.O.B. TMWA. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

3.10. If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.

3.11. TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

#### 4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

#### 6. **SUBMISSION OF BIDS:**

6.1. **Acknowledgment:** The Successful Contractor understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

6.1.1. No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

6.1.2. All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a prerequisite for bidding.

6.2. The entire Proposal Summary shall be enclosed in a sealed envelope addressed to:

Truckee Meadows Water Authority (TMWA) Attention Justine Chambers:  
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056  
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

6.3. All signatures must be original. Copies will not be accepted.

6.4. All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

6.5. All bids received after the date and time set for receipt will be **REJECTED**.

6.6. No bids will be accepted by Facsimile transmission.

6.7. Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

6.8. When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

## 7. **WITHDRAWAL OF BIDS**

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

## 9. **APPEAL BY UNSUCCESSFUL BIDDER(S)**

9.1. The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 332.

9.2. The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

9.3. The alleged violations(s) of:

9.3.1.1. Contract Documents referencing page number, item, and paragraph.

9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.

9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

9.4. The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

9.7. The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

9.10. TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

9.11. An award recommendation will be made and presented to the Truckee Meadows Water Authority Board for a final decision.

9.12. TMWA will not consider protests unless the procedures specified in this Section are followed.

## 10. **AWARD OF CONTRACT**

10.1. TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

10.1.1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

10.1.2. Whether the bidder can perform the contract or provide the service promptly, and

within the time specified without delay or interference;

10.1.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

10.1.4. The quality of performance on previous contracts;

10.1.5. Previous compliance of laws or ordinances by the bidder;

10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;

10.1.7. The limitations of any license the bidder may be required to possess;

10.1.8. The quality, availability, and adaptability of the product or service;

10.1.9. The ability of the bidder to provide future maintenance and/or service;

10.1.10. The number and scope of conditions attached to the bid; and

10.1.11. The life cycle, maintenance and performance of the equipment or product being offered.

10.2. A Purchase Order, e-mailed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.

10.3. After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). All money order's or cashier's checks received will be returned within two (2) weeks from award of contract.

## 11. **TELEPHONE CONTACT:**

11.1. Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

## 12. **HAZARDOUS SUBSTANCES AND MATERIAL:**

12.1. Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

12.2. Awardee(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.

12.3. Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

13. **INDEMNIFICATION:**

13.1. Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from the bidder fulfilling his responsibilities according to the bid documents and subsequent contract.

14. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

14.1. Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

15. **COPYRIGHTS AND PATENTS:**

15.1. The Successful Contractor hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.

16. **WARRANTY AND GUARANTEES:**

16.1. The Successful Contractor agrees that any warranty or guarantee provided for herein or in the specifications shall not be considered as the exclusive remedy of TMWA, or its joiners, for any default in any respect by the bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy hereunder or otherwise allowed by law, equity, or statute.

17. **STATUS OF AWARDEE:**

17.1. Awardee(s) shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.

17.2. The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

18. **ESCALATION AND DE-ESCALATION:**

Products supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions and only considered at the yearly contract renewal time:

18.1. **Price Reductions:** If, during the term of the contract, the Successful Contractor reduces any or all prices charged to any customer other than TMWA, or its joiners, for the same equipment of the equivalent quantity, quality, delivery, performance and warranty, as said

equipment specified herein, the bidders shall make an equivalent reduction for TMWA, and its joiners, in corresponding prices.

18.2. **Base Price:** For purposes of bid solicitation and contract award, the base price shall be established by the respondent's proposal to this Bid. This price, once the Bid is opened and award made, shall not be changed except as provided herein.

18.3. **Taxes:** TMWA, and its joiners, as political subdivisions of the State of Nevada are eligible tax exempt entities and are not subject to sales tax or Federal Excise Tax.

18.4. **De-escalation:**

18.4.1. Adjustments decreasing the "Base Price" shall be concurrent with the Contractor's price from his supplier(s). Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.4.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect.

18.5. **Escalation:**

18.5.1. Adjustments increasing the "Base Price" may be concurrent with the Contractor's price from his supplier(s), provided the Contractor can substantiate the necessity for such an adjustment, and that it is consistent with market conditions. Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.5.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect. Notification shall be prior to the distribution of, or commitment to distribute, any product(s) affected by such an adjustment.

18.5.3. In the event, price adjustments are inconsistent with market conditions, and in the opinion of the Purchasing/Contracts Administrator, the best interest of TMWA, and its joiners, would be served by a re-bid to the competitive market, TMWA reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Purchasing/Contracts Administrator.

19. **PAYMENTS:**

19.1. TMWA, and its joiners, agree to provide payment in a timely fashion, to the Successful Contractor, when the terms and conditions of the bid and specifications have been completed and fulfilled on the part of the bidder, to the satisfaction of TMWA, or its joiners, of the bid price as presented by a complete and descriptive invoice.

19.2. Prompt payment discounts shall be included in bid evaluation **ONLY** if discount period offered is fifteen (15) or more days.

19.3. Discount period will be computed from the date of completed delivery/performance

or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

20. **DEFAULT OF CONTRACT**

20.1. In case of default by the contractor (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.

20.2. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment shall be made at a proper adjustment in price.

20.3. Default by the bidder, in any manner, including failure or refusal to furnish any product(s) and or service(s) at the price and/or within the time specified in the bid, may be considered cause to commence with proceedings against any surety held with the bid, assess a penalty equal to five percent (5%) of the total bid price.

21. **LIQUIDATED DAMAGES:**

21.1. Availability or payment of liquidated damages shall not preclude TMWA, or any of its joiners, from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, inability of TMWA, or its joiners, to fulfill other damages direct or consequential arising out of the failure of the bidder to perform under the terms, conditions and requirements of the bid documents.

22. **ARBITRATION:**

22.1. Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

23. **TERMINATION:**

23.1. Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

# Technical Specifications

Doc. No. 4001  
(June 3, 2009)

## 1. GENERAL:

TMWA is accepting sealed bids for the purchase of materials and hauling out debris to include stocking and supplying sand, cold mix, base rock, and drain rock for maintenance to the Sparks TMWA yard. Project includes all common phases of construction customarily associated with this type of project. Bids must be submitted in accordance with the specifications related hereto.

- All weigh tickets and Waste Management receipts will be provided to TMWA daily to verify loads hauled off.
  - Whenever possible, the successful contractor shall use the most cost effective method for hauling in and hauling out materials and debris/screened material during the same trip.
- Truckee Meadows Water Authority reserves the right to refuse any material not suitable for TMWA specifications.
- The Successful Contractor shall be responsible for supplying all equipment and maintenance needed for these services provided to TMWA.
  - The Successful Contractor may leave one (1) loader in the TMWA yard for the bidder's use. However, TMWA will not be responsible for equipment left in the yard by the bidder.
- TMWA considers all work under this project to fall under NRS 332.
  - Each year, prior to July 1 the Successful Contractor and TMWA will evaluate the benefit to renew this contract for an additional year for up to five additional renewals. The Successful Contractor will be required to provide a Material Payment Bond each year at contract renewal.
- Successful Contractor shall invoice monthly to: TMWA, Attention: Finance Department, P.O. Box 30013, Reno, NV 89520-3013.
- All deliveries and maintenance must be scheduled and accepted by TMWA authorized personnel. Please contact TMWA authorized personnel in the following order.
  - Steve Baker @ 834-8210 or at 376-2004
  - Tom Clifton @ 834-8212 or at 750-3941
  - Geoff DaForno @ 834-8039 or at 846-1885
- All personnel that will be on TMWA property must submit to and pass a background check prior to being permitted on TMWA property. Badges can not be shared. TMWA will pay for the background checks.
  - Driving Record Check
  - Nevada State Criminal Background Check
  - Federal Criminal Background Check

**Scope of Work:** The Successful Contractor shall be responsible for all loading and unloading of materials, keeping yard clean of debris and material piles maintained in designated areas to include the following:

- TMWA Hauls Spoil into yard from TMWA approved projects and the Successful Contractor may be required to screen to separate debris areas from screened material as requested by TMWA Staff. TMWA may elect to screen the material with TMWA staff.
  - Spoil must be kept below a maximum of 250 yards entirely bi-weekly
  - TMWA will provide the screen for screening this material
  - The Successful Contractor must use a 20 yard dump truck to haul
- Haul out debris to Lockwood landfill
  - Debris pile must be kept below a maximum of 150 yards and removed entirely at least bi-weekly
  - The Successful Contractor must use a 20 yard dump truck to haul
- Haul out screened material
  - Screened pile must be kept below a maximum of 250 yards and removed entirely at least bi-weekly
  - The Successful Contractor must use a 20 yard dump truck to haul
- Crushed Gravel Backfill Type II Class B Aggregate Base must be stocked at a minimum of 150 yards and a maximum of 300 yards
  - Crushed Gravel Backfill Type II Class B Aggregate Base must meet Truckee Meadows Water Authority Material standards section 5.4 which can be located for review at [http://www.tmh2o.com/customer\\_services/new\\_construction/standards/?s=5](http://www.tmh2o.com/customer_services/new_construction/standards/?s=5) . Provide recent (less than 6 months old) gradation per ASTM C136: Plasticity Index per ASTM D424: R-Value per ASTM D2844: 70 minimum. Moisture Density per ASTM 1557, Method D max + 2% of optimum and a minimum -5% of optimum
  - The Successful Contractor shall provide gradation reports quarterly or whenever the source is changed from a certified geo-tech firm.
  - The Successful Contractor shall show Compliance with ASTM for angularity of material retained on #4 or #8 sieve.
- Sand must be stocked at a minimum of 150 yards and a maximum of 300 yards
  - Sand must meet Truckee Meadows Water Authority Material standards section 5.4 which can be located for review at at [http://www.tmh2o.com/customer\\_services/new\\_construction/standards/?s=5](http://www.tmh2o.com/customer_services/new_construction/standards/?s=5). Provide recent (less than 6 months old) gradation per ASTM C136: Sand equivalent per ASTM D2419 and Plasticity Index per ASTM D4318: Non Plastic.
  - The Successful Contractor shall provide gradation reports quarterly or whenever the source is changed from a certified geo-tech firm.
  - The Successful Contractor must use a 20 yard dump truck to haul

- ¾ inch drain rock must be stocked at a minimum of 20 yards and maximum of 80 yards
- Temporary asphalt patch (cold mix) must be stocked at a minimum of 10 tons and a maximum of 20 tons

**Clarifications:** The work under this project must be completed at least Bi-weekly. The bidder must be on site at least once every two weeks.

There is an existing sprinkler system at the yard for dust control. A water truck may only be needed occasionally during the winter. Each bidder may include the possible use of a water truck in the screening price. Additional compensation will not be granted if a water truck is needed.

End of Document

# SAMPLE MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that I/we ? as Principal, hereinafter called Contractor, and

a corporation duly organized or authorized to do business under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Truckee Meadows Water Authority, a joint powers authority created pursuant to NRS Chapter 277, for the sum of \$ Dollars (state sum in words) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bond shall be governed by the laws of the State of Nevada.

**WHEREAS**, Contractor has by written agreement dated ?, 2009 entered into a contract with Truckee Meadows Water Authority for **BID #0910-?** and titled "?" in accordance with specifications prepared by Truckee Meadows Water Authority and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Contractor for material used or reasonably required for use in the performance of the Contract, material being construed to include that is directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with Truckee Meadows Water Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Truckee Meadows Water Authority shall not be liable for the payment of any costs or expenses of any such suit.
- 3) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

<b>BY:</b>	(signature of Principle)
<b>TITLE:</b>	L.S.
<b>FIRM:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	

**Printed Principal's Name:** \_\_\_\_\_

**Attest by:** \_\_\_\_\_ (signature of Notary)

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Notary public for the State of \_\_\_\_\_

Claims under this bond may be addressed to:	Nevada Agent Information
<b>Name of Surety</b>	<b>Name of Nevada Licensed Agent</b>
<b>Address</b>	<b>Address</b>
<b>City</b>	<b>City</b>
<b>State/Zip Code</b>	<b>State/Zip Code</b>
<b>Name</b>	<b>Agent's Name</b>
<b>Title</b>	<b>Agent's Title</b>
<b>Telephone</b>	<b>Agent's Telephone</b>

**Surety's Acknowledgment:** \_\_\_\_\_ **Nevada Licensed Agent's Acknowledgment:** \_\_\_\_\_

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

**NOTICE:** No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

The Successful Contractor will be required to provide a material payment bond each year at contract renewal, prior to issuance of a Purchase Order.

# Proposal Summary

(June 3, 2009)

**BID #** 0910-008

**BID TITLE:** Sand Yard Material Purchase and Debris Removal

**CASH DISCOUNT** of \_\_\_\_ % may be taken in addition to the price(s) stated for the terms of \_\_days.

## SUMMARY

All quantities are estimated for bid comparison purposes. The bidder will be paid based on the quantities actually fulfilled. The quantities provided below are from actual usage from September 2008 to May of 2009. These quantities were used to create an average for estimating July 1, 2009 to June 30, 2010. A load is a 20 Yard load. The hours of operation for this project are normal business hours 7am – 4pm Monday - Friday. The Successful Contractor will be required to provide a Material Payment Bond each year at contract renewal, prior to issuance of a Purchase Order.

Description	Estimated Usage	Unit	Unit Price	Total Price
1. Haul Off of screened material to fill site	102	Per Load		
2. Haul Off of debris to the dump	100	Per Load		
3. Sand Provided & Delivered to yard	3000	Per Ton		
4. Sand Provided & Delivered to job site	5	Additional cost per Truck Hour		
5. Crushed Gravel Backfill Type II Class B Aggregate Base Provided & Delivered to yard	2725	Per Ton		
6. Crushed Gravel Backfill Type II Class B Aggregate Base Provided & Delivered to job site	1	Additional cost per Truck Hour		
7. ¾ Inch Drain Rock Delivered to Yard	300	Per Ton		
8. ¾ Inch Drain Rock Delivered to job site	5	Additional cost per truck hour		
9. Temporary Patch Delivered to Yard	245	Per Ton		
10. Temporary Patch Delivered to job site	1	Additional cost per truck hour		
11. 936 or 950 Cat Loader or Equivalent	120	Per Hour		
12. Equipment Operator	120	Per Hour		
13. TOTAL BID PRICE				

Total Bid Price Written in Words:

<b>BIDDER INFORMATION</b>
Company Name
Address
City
State / Zip Code
Complete Telephone Number
Complete Fax Number
<b>LICENSING INFORMATION</b>
Business License Number
Date Issued
Date of Expiration
Name of Licensee
Address of Licensee
Address of Licensee
City, State, Zip Code of Licensee
Telephone Number of Licensee
State Of Nevada Contractor's License #
Taxpayer Identification Number
<b>DISCLOSURE OF PRINCIPALS:</b>
<b>Individual and/or Partnership</b>
<b>Owner 1) Name</b>
Address
City, State, Zip Code
Telephone Number
<b>Owner 2) Name</b>
Address
City, State, Zip Code
Telephone Number
<b>Other 1) Title</b>
Name
<b>Other 2) Title</b>
Name
<b>Corporation</b>
State in which Company is Incorporated
Date Incorporated
Name of Corporation
Address
City, State, Zip Code
Telephone Number
<b>President's Name</b>
<b>Vice-President's Name</b>
<b>Other 1) Title</b>
<b>Other 2) Title</b>

<b>ACKNOWLEDGEMENT AND EXECUTION</b>	
<b>STATE OF NEVADA</b>	)
	) <b>SS</b>
_____	)
_____ states under penalty of perjury that he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described product(s) or service(s) is to be provided by; that he/she has read the foregoing Documents and understands the terms, conditions, and requirements thereof;	
<b>BIDER INFORMATION:</b>	
<b>Printed Name of Bidder</b>	
<b>Title</b>	
<b>Firm</b>	
<b>Address</b>	
<b>City, State, &amp; Zip Code</b>	
<b>Telephone Number</b>	
<b>e-mail address</b>	
<b>Signature of Bidder</b>	
<b>Dated this</b>	<b>day of</b> , <b>2009</b>
<b>ATTEST:</b>	
On this _____ day of _____, in the year 2009, before me, _____ / Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.	
WITNESS my hand and official seal.	
_____	L.S.
Notary's Signature	
My Commission Expires: _____	

**END OF DOCUMENT**