

Addendum No. 1

Bulk Carbon Dioxide Purchase Bid

Bid # 1011-117
February 11, 2011

The following information, clarifications, changes and modifications are by reference incorporated into the bid documents for the above referenced project. Any work item or contract provision not changed or modified will remain in full force and effect.

1. A revised Bid Document has been posted to the web site with all of the changes listed below. This revised document replaces the original bid document and shall be used by bidders for bid submission. All bidders are required to submit a complete bid document to TMWA for bid submission.
2. The Question Time frame has been extended to February 14, 2011 at 5:00 pm
3. The Bid receipt and open Date has been extended to February 23, 2011 at 3:00 p.m.
4. The Contract Award date has been moved to February 24, 2011.
5. The bid document was reformatted for numbering consistency.

Questions Received to the Bid Document

6. Page 6. ¶10.2. TMWA's purchase order must be reviewed prior to acceptance for any additional terms and conditions.

See change made to Page 7 Section 10.2.1 and sub sections:

TMWA's Purchase Order is very simply an award document. Attached to the Purchase Order will be the bid document and any addenda issued as the contract. There aren't any terms and conditions on the PO. The PO will have the entire bid document with the low bid submitted attached and say:

Carbon Dioxide Bid

This PO is issued in accordance with NRS 332. The project was formally bid. This recommendation for award is to the lowest responsive and responsible bidder. The documents are filed in Contract No. 1011-117. The contact person for this project is Will Raymond and can be reached at 775-834-?. Please direct all invoices with the Purchase Order Number indicated to: TMWA, Accounts Payable, P.O. Box 30013, Reno, NV 89520-3013. This PO is valid until June 30, 2012.

It will have our billing address, be addressed to the successful bidder, have a date and PO #, & the value that is bid on the project.

For the contract to be valid TMWA needs to sign as well as the bidder, so the PO is TMWA's signature. The Bidder signs the bid document accepting the terms and conditions of the bid and offering a price to TMWA to provide the service. TMWA issues a Purchase Order to accept the Bid and contract with the Bidder. The PO ties the bid to the financial payment mechanism and is the official award of contract document signed by our General Manager. It is how TMWA accepts the bidder's bid.

7. Page 7. 13.1 After the word "liability" in the 2nd line, Linde would like to see the following added: "arising from any claim or lawsuit by a third party"

TMWA cannot agree to this request. Bidder must also hold TMWA harmless from claims made by Bidder..

8. Page 7. ¶16.1. Linde's warranty in our terms and conditions document would be used if selected as the lowest responsive bidder.

See that Section 16 was removed in it's entirety. See Section 19 for Additional Terms and Conditions and warranty

9. Page 8. ¶18.1. Linde's term for payment is net 30 days after we deliver or after we invoice, rather than after all of the terms and conditions of the bid are fulfilled.

See Change in Section 17.1 (re-numbered because of deletion of Section 16) TMWA will make payment within 30 days from receiving a correct invoice. We can't pay on delivery since we won't have a correct invoice to pay from at that time.

10. Page 8. 19 Replace with(In the case of default by the bidder (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the bidder responsible for any excess cost occasioned thereby for a period of 30 days from the date of written notification from TMWA.

See Section 18, The penalty section at the end of the first sentence was deleted. Section 18.2 was deleted in its entirety. TMWA's intent is not to penalize any bidder for acts beyond their control. It is the intent of this bid to develop a relationship with the Bidder to provide Carbon Dioxide to TMWA so that TMWA may treat the water for our customers. In the event the bidder cannot deliver, TMWA must be able to procure the product from any available source until the Bidder can again supply TMWA.

11. Page 8. Section 20. Linde request that the damages information provided on Linde's standard terms and conditions document be used if Linde is to be considered as the supplier of choice.

See New Section 19 Additional Terms & Conditions – The previous Section 20 was eliminated. (re-numbered because of deletion of Section 16) TMWA has modified the terms and conditions document provided by Linde to reflect the terms and conditions that are acceptable to TMWA.

Insurance:

12. Page 6, Section 10.6 Linde needs to make sure the insurance terms of any P.O. are compliant with Linde's insurance program.

The PO does not have any terms and conditions other than what are provided for in the bid document.

13. Page 9, Section 24 Linde will provide its Document of Insurance in lieu of a Certificate of Insurance.

See change to Section 23. TMWA will waive the certificate requirement as long as the bidder provides a Document of Insurance that complies with the requirements.

14. Page 9, Section 24.2 Linde will provide evidence of insurance for the term of the Agreement, not until such time as the insurance is no longer required by TMWA. This could mean indefinitely. Should Linde's policies expire during the term of the Agreement, replacement policies are usually bound approximately 7 days. The renewal or replacement evidence of insurance will be made available at that time. Linde will replace the policies as reasonably practicable. Linde is unable to control the response time of an insurer.

See change to section 23.2 During the term of the Contract, Bidder shall provide TMWA with renewal or replacement evidence of insurance as soon as possible before the expiration or replacement of the required insurance.

15. Page 9, Section 24.2.1 Additional insured will apply only to Linde's General and Auto liability policies, not all. Coverage under these policies is not provided for all liability arising from the Agreement.

See Section 23.2.1 for changes. TMWA only requires General and Automobile Liability policies for this project. Nevada State Statutes require Worker's Compensation Insurance. Those are the only three insurances we require for this project.

16. Page 10, Section 24.2.3 Linde can't provide a policy cancellation endorsement.

It appears that this is referencing section 23.4.3 (the prior 24.4.3 Section). The following has been changed based on the assumption of this change being about a cancellation endorsement. The original section has been deleted and replaced with : Bidder agrees to provide continuous coverage as required in this document. Bidder will provide policy renewal information in a timely manner and renew coverage with at least the same limits, terms and conditions using an approved carrier.

17. Page 10, Section 24.3.2 Linde request the deletion of "independent Bidders" and "Title VII actions."

See change to Section 23.3.2.1 to accommodate this request.

18. Page 10, Section 24.4.1 Linde will provide its Document of Insurance in lieu of a Certificate of Insurance.

See change to Section 23.3.1 to accommodate this request.

19. Page 10, Section 24.4.2 Linde's Additional Insured endorsements are reflected on the Document of Insurance. Originals will not be provided.

See change to Section 23.4.2 to accommodate this request. "original" has been removed.

20. Page 11, Section 24.4.3 Linde will not supply copies of any policy as its against corporate policy. Some sections are considered confidential and do not apply to the scope of work required by this arrangement.

See newly numbered section 23.5 for the last two sentences. A copy of the policy is not required if it violated corporate policy. TMWA will require assurance that the terms and conditions of the insurance requirements have been met in accordance with this bid.

End of Addendum No. 1