



# Purchase Order

PO Accounting Date: 4/6/2015

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **PO-001397**

B I L L T O

Truckee Meadows Water Authority  
 Accounts Payable  
 PO Box 30013  
 Reno NV 89520-3013


Delivery must be made within doors of specified destination.

V E N D O R

Knapheide Truck Equipment Company California  
 PO BOX 1091  
 Tracy CA 95377

S H I P T O

Truckee Meadows Water Authority  
 1355 Capital Blvd  
 Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				000991		
Date Ordered	Date Requested	Freight Method/Terms				
4/6/2015	4/6/2015					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	2014-2015 Light Crew Truck 332 Public Bid TMWA Project #2015-007 - awarded to lowest responsive and responsible bidder (Asset - Vehicle - 332 Public Bid) 1-1690 FA-VEH	47242.00	usd	1.00		\$47,242.00
 Mark Foree General Manager						

Truckee Meadows Water Authority's Terms and Conditions shall govern this and all related transactions, review them at [http://tmwa.com/docs/po\\_terms\\_and\\_conditions.doc](http://tmwa.com/docs/po_terms_and_conditions.doc)

This Purchase Order number must be indicated on all invoices, cartons and packing slips.

**PO Total** **\$47,242.00**

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1355 Capital Blvd. • P.O. Box 30013 • Reno, NV 89520-3013  
☎ 775.834.8080 • ☎ 775.834.8003

## NOTICE TO PROCEED

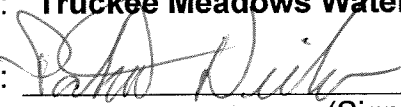
**DATE:** *April 8, 2015*

**TO:** Knapheide Truck Equipment Company California  
**ATTN:** H. W. Knapheide, III  
**ADDRESS:** P.O. Box 1091  
Tracy, CA 95377

**PROJECT NAME:** 2014-2015 LIGHT CREW TRUCK  
**TMWA CAPITAL NO.:**  
**TMWA PROJECT NO.:** 2015-007

Delivery of this letter constitutes the "Notice to Proceed" as defined in the Contract for Construction on the above referenced contract. You are hereby notified that the Contract Time and your obligations to perform under the applicable Contract Documents has commenced effective the date first written above. Issuance of this Notice to Proceed does not relieve the Contractor of responsibility for satisfying any provisions of the Contract Documents including, but not limited, to evidence of insurance, street cut permits, environmental permits, material or equipment submittals.

Owner: **Truckee Meadows Water Authority**

By:   
(Signature)

Its: **Project Representative**

TRUCKEE MEADOWS  
APR 06 2015  
WATER AUTHORITY

**2014-2015 LIGHT CREW TRUCK  
PURCHASE AGREEMENT  
(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 7th day of April, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **Knapeide Truck Equipment Company California 405 Grandy Dancer Road, Tracy, California 95377**, hereinafter called the "Supplier".

WITNESSETH, that TMWA and the Supplier, for the consideration hereinafter named, agree as follows:

**Article 1      Scope of Work**

The Supplier shall furnish all equipment/product for the ("Light Crew Truck") and provide all of the equipment and services described in the specification prepared by TMWA (Exhibit "A" attached hereto) and as amended by specific addenda, and shall do everything required by this Agreement in furnishing the Light Crew Truck.

Delivery of the Light Crew Truck shall be to TMWA's Corporate Boulevard Yard located at 1355 Capital Boulevard, Reno, Nevada.

**Article 2      Contract Time, Guaranteed Delivery Date, and Liquidated Damages**

Supplier agrees to deliver the Light Crew Truck in a good and satisfactory condition, pursuant to the Specification to the TMWA Corporate Boulevard Yard site located at 1355 Capital Avenue, Reno, Nevada no later than one hundred twelve (112) days following the issuance of the Notice to Proceed, unless otherwise agreed to between the parties, which is the Guaranteed Delivery Time as defined in the Bid Package.

TMWA and Supplier recognize that time is of the essence of this Agreement.

Liquidated damages do not apply to this project.

**Article 3      The Contract Sum**

TMWA shall pay Supplier, as full compensation for furnishing the Light Crew Truck, services, and other specified items in accordance with the Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **Forty-Seven Thousand Two Hundred Forty-Two (\$47,242.00) Dollars.**

#### **Article 4 Payment**

Payment for the Light Crew Truck item described on the Bid Schedule will be made within 30 days of the later of: i) inspection by TMWA and acceptance of delivery of such Light Crew Truck; or ii) receipt of an invoice for the Light Crew Truck item.

#### **Article 5 Acceptance and Final Payment**

Testing and acceptance of the Light Crew Truck shall be as specified in the Specifications, Bid and Contract Documents. Acceptance of final payment by the Supplier shall constitute a full waiver and release by the Supplier of all claims against TMWA arising out of or relating to this Agreement.

#### **Article 6 The Contract Documents**

The following is an enumeration of the Contract Documents that are fully a part of the Contract as if herein repeated:

1. Bid Documents and Bid Form
2. Agreement
3. Specification
  - a. Pictures
4. Addenda

#### **Article 7 Warranty**

Supplier warrants that the Light Crew Truck furnished under the Contract will be of good quality and new and that the Light Crew Truck will be free from defects and will conform with the requirements of the Specifications, Bid and Contract Documents.

#### **Article 8 Indemnification/Hold Harmless**

Notwithstanding any provision to the contrary in the Contract Documents, TMWA waives any requirement that the Supplier on this bid provide insurance (other than property insurance insuring risk of loss until delivery and acceptance by TMWA) in connection with the delivery of the Light Crew Truck.

#### **Article 9 Performance Bond (*Not Required*)**

#### **Article 10 Termination**

In addition to other provisions of this Agreement, TMWA may terminate the Agreement in accordance with the procedures specified in the Bid Documents, Bid Form, Specifications and Contract upon giving Supplier seven day notice in writing.

**Article 11 Governing Law**

This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Nevada, with venue in the County of Washoe. Each of the parties hereto acknowledge and agree that the laws of the State of Nevada and the selection of venue in the County of Washoe were freely chosen by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRUCKEE MEADOWS WATER AUTHORITY

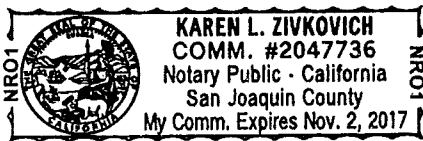
Dated: April 7, 2015 By: Mack Jones  
General Manager

ATTEST: \_\_\_\_\_  
TMWA Clerk

Dated: 26 March, 2015 Supplier: Knapheide Truck Equipment  
By: Rebecca D. Shoe  
Name: Rebecca S. Shoe  
Title: HUMAN Resource + Accounting manager

STATE OF NEVADA )  
) ss:  
COUNTY OF WASHOE )

On this 26 day of March, 2015 personally appeared before me, a Notary Public, Karen Zivkovich, who acknowledged to me that he/~~she~~ executed the foregoing Agreement For Work as the authorized representative of the Supplier.



Karen Zivkovich  
Notary Public