

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

PO-001514

Delivery must be made within
doors of specified destination.

B I L L T O


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

V E N D O R

Sierra Freightliner Sterling Western Star Inc
PO BOX 628
Sparks NV 89432

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		
				000587		
Date Ordered	Date Requested	Freight Method/Terms				
6/8/2015	9/29/2015					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	10-12 Yard Elliptical Dump Bed Dump Truck, TMWA Project #2015-012 awarded to the lowest responsive and responsible bidder (FA-Vehicles - 333 Bid) 1.1690 FA-VEH	148360.00	usd	1.00		\$148,360.00
 Mark Foree General Manager						

CHANGE ORDER

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

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

PO Total	\$148,360.00
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10-12 YARD ELLIPTICAL DUMP BED DUMP TRUCK
TMWA Project No.: 2015-012
PURCHASE AGREEMENT
(NRS 332)

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 6th day of June, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **Sierra Freightliner Sterling Western Star, Inc., 1550 E. Greg Street, Sparks, NV 89431**, 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 provide equipment/product for the 10-12 Yard Elliptical Dump Bed Dump Truck Cab and Chassis and Dump Bed Installed and Complete ("Dump 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 Dump Truck.

Delivery of the Dump 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 Dump 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.

Article 3 The Contract Sum

TMWA shall pay Supplier, as full compensation for furnishing the Dump Truck, services, and other specified items in accordance with the Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **One Hundred Forty Eight Thousand Three Hundred and Sixty Dollars and Zero Cents (\$148,360.00)**.

Article 4 Payment

Payment for the Dump 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 Dump Truck; or ii) receipt of an invoice for the Dump Truck item.

Article 5 Acceptance and Final Payment

Testing and acceptance of the Dump 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. Specifications
4. Addenda

Article 7 Warranty

Supplier warrants that the Dump Truck furnished under the Contract will be of good quality and new and that the Dump 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 Dump 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: JUNE 6, 2015 By: Mart Force
General Manager

ATTEST: _____
TMWA Clerk

Dated: May 27, 2015 Supplier: SIERRA FREIGHTLINER STERLING WESTERN STAR, INC.

By: James Pescitelli

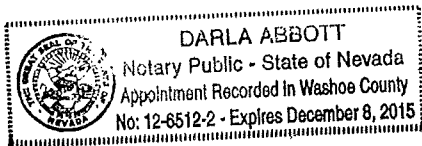
Name: James Pescitelli

Title: Sales Manager

DMV Lic # DLR000026916

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On this 27 day of MAY, 2015 personally appeared before me, a Notary Public, James Pescitelli, who acknowledged to me that he/she executed the foregoing Agreement for Equipment/Product as the authorized representative of the Supplier.



Darla Abbott
Notary Public