



# Purchase Order

PO Accounting Date: 6/5/2015

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

Purchase Order # **PO-001515**

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

Quality Truck Equipment & Fabrication Inc  
310B Coney Island Drive  
Sparks NV 89431

S E E P T O

Truckee Meadows Water Authority  
1355 Capital Blvd  
Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				000163		
Date Ordered	Date Requested	Freight Method/Terms				
6/5/2015	9/16/2015					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	FA-VEH Heavy Crew Truck Line & Accessories Installation, TMWA Project #2015-013 awarded to lowest responsive and responsible bidder (FA-Vehicles - 332 Bid - 3 Quotes solicited) 1.1690	59080.75	usd	1.00		\$59,080.75
 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** **\$59,080.75**

**HEAVY CREW TRUCK LINE BODY AND ACCESSORIES INSTALLATION**  
**TMWA Project No.: 2015-013**  
**PURCHASE AGREEMENT**  
**(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 28 day of MAY, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **Quality Truck Equipment & Fabrication, Inc., 310 B Coney Island Drive, 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 Heavy Crew Truck Line Body and Accessories Installation ("Heavy 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 Heavy Crew Truck.

Delivery of the Heavy 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 Heavy 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 ninety-nine (99) 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 Heavy Crew Truck, services, and other specified items in accordance with the Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **Fifty Nine Thousand Eighty Dollars and Seventy Five Cents (\$59,080.75)**.

**Article 4      Payment**

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

**Article 5      Acceptance and Final Payment**

Testing and acceptance of the Heavy 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. Specifications
4. Pictures
5. Addenda

**Article 7      Warranty**

Supplier warrants that the Heavy Crew Truck furnished under the Contract will be of good quality and new and that the Heavy 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 Heavy 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: JUNE 6, 20 15 By: Mark Free  
General Manager

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

Dated: 5-28-15, 20 \_\_\_\_\_ Supplier: Quality Truck Equipment - FABRICATION  
By: William KARR  
Name: WILLIAM KARR  
Title: V-P

STATE OF NEVADA            )  
  ) ss:  
COUNTY OF WASHOE        )

On this 28 day of MAY, 2015, personally appeared before me, a Notary Public, WILLIAM KARR, who acknowledged to me that he/she executed the foregoing Agreement for Equipment/Product as the authorized representative of the Supplier.



Sonia Folsom  
Notary Public