



Purchase Order

PO Accounting Date: 8/5/2015

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

Purchase Order # **PO-001743**

Delivery must be made within doors of specified destination.

BILL TO


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

VENDOR

C H Spencer & Company
1075 S Pioneer Rd
Salt Lake City UT 84104

SHIP TO

Truckee Meadows Water Authority
1355 Capital Blvd
Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				001113		
Date Ordered	Date Requested	Freight Method/Terms				
8/5/2015	10/7/2015					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	Pumps, motors, and pitless adapters for Arrowcreek Drought Response Project - 332 Bid awarded to the lowest and responsive and responsible bidder (Supplies - 332 Public Bid) 10-0002 1.7355.30.3010 Supplies	274900.00	usd	1.00		\$274,900.00
 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

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

PO Total **\$274,900.00**

**PUMP, MOTORS AND PITLESS ADAPTERS FOR ARROWCREEK DROUGHT
RESPONSE PROJECT
PURCHASE AGREEMENT
TMWA PROJECT NO.: 2016-001
TMWA CAPITAL PROJECT NO.: 10-0002
(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 3rd day of August, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and C.H. Spencer & Company, 1075 S. Pioneer Rd, Salt Lake City, UT 84104, hereinafter called the "Supplier".

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

Article 1 Scope of Work

Supplier shall furnish TMWA all of the equipment and materials ("Equipment") described in the specifications attached hereto as Exhibit "A". All Equipment furnished shall consist of new standard equipment of proven ability, modified as required to meet the requirements of the specifications incorporated in Exhibit "A" attached hereto ("Specifications") and as amended by specific addenda, and Supplier shall do everything required by this Agreement in furnishing the Equipment. The pumps and motors will be installed in pitless adapter installations for booster pump service at the Zolezzi Lane, Arrowcreek and Copper Cloud pump station sites in Reno, Nevada, by third parties.

Supplier shall deliver the Equipment to TMWA's Warehouse at its Corporate Boulevard Yard located at 1355 Capital Boulevard, Reno, Nevada. Supplier shall notify Steve Baker at (775) 834-8210 at least two days prior to shipping the Equipment.

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

Supplier agrees to deliver the Equipment in a good and satisfactory condition pursuant to the Specifications to the TMWA Warehouse located at its Corporate Boulevard Yard site located at 1355 Capital Avenue, Reno, Nevada no later than **Sixty-Three (63) days following the issuance of the Purchase Order, 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 and that TMWA will suffer financial loss and sustain extensive damages if the Equipment is not delivered by the Guaranteed Delivery Date, as may be extended in accordance with the Specifications. The exact amount of such damages will be extremely difficult to ascertain. Accordingly, TMWA and Supplier agree that if Supplier fails to deliver the Equipment by the Guaranteed Delivery Date in accordance with this Agreement for any reason whatsoever TMWA shall be entitled to retain or recover from Supplier, as liquidated damages for delay

(but not as a penalty), the sum of one-half of one percent per day of the price of the material which is late, or **\$100.00 (One Hundred Dollars)** per day, whichever is higher, commencing on the Guaranteed Delivery Date and continuing until the Equipment is actually delivered in accordance with this Agreement. In no case will the liquidated damages exceed twenty (20%) percent of the total order value; provided, however, if TMWA terminates the Agreement as a result of a Supplier default, liquidated damages shall be calculated until the date replacement Equipment is actually delivered by a third party to TMWA, and shall include, in addition to the foregoing, any increased cost incurred by TMWA in purchasing replacement Equipment. TMWA may deduct liquidated damages from any unpaid amounts then or thereafter due the Supplier under this Agreement. TMWA and Supplier agree that such liquidated damages are a reasonable pre-estimate of damages TMWA will incur as a result of any delay in delivery of the Equipment.

Article 3 The Contract Sum

TMWA shall pay Supplier, as full compensation for furnishing the Equipment, services, and other specified items in accordance with the Specifications and Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **Two Hundred Seventy Four Thousand Nine Hundred Dollars (\$274,900.00)**.

Article 4 Payment

Payment for the Equipment will be made within 30 days of the later of: i) inspection by and acceptance of delivery by TMWA of the Equipment; or ii) receipt of an invoice for the Equipment.

Article 5 Acceptance and Final Payment

Testing and acceptance of the Equipment shall be as specified in the Specifications, Bid and Contract Documents. Final payment is further subject to TMWA's prior receipt of all certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Equipment, and assignments of all guarantees and warranties from suppliers or Suppliers of the Equipment, if any, to the extent required in the Specifications. 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 Equipment furnished under the Contract will be of good quality and new and that the Equipment will be free from defects and will conform with the requirements of the Specifications, Bid and Contract Documents. Supplier warrants that the Equipment purchased under this Agreement shall be free from defects in material and workmanship for a period of one (1) year from the date of installation and acceptance by the TMWA. Supplier warrants that Equipment purchased under this Agreement not requiring installation will be free from defects in workmanship and materials for one (1) year following the date of shipment. Supplier's obligation for a breach of these warranties shall be, at Supplier's sole cost, to repair and replace the Equipment, including costs for removal, shipping costs, and the cost to reinstall the repaired Equipment. This warranty shall not be limited by hours of running time.

Article 8 Indemnification/Hold Harmless

Supplier shall indemnify and hold TMWA harmless from any and all claims arising from Supplier's breach of this Agreement or failure to deliver Equipment by the Guaranteed Delivery Date. 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 Equipment.

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, and Specifications upon giving Supplier seven days' notice in writing.

Article 12 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

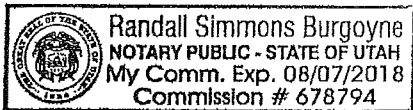
Dated: August 5, 2015 By: Mark Jone
General Manager

ATTEST: _____
TMWA Clerk

Dated: August 3rd, 2015 Supplier: C.H. Spencer & Company
By: Daniel Beck
Name: Daniel Beck
Title: Sales Engineer

Utah
STATE OF ~~NEVADA~~)
) ss:
COUNTY OF ~~WASHOE~~)
Salt Lake County

On this 3 day of Aug, 2015, personally appeared before me, a Notary Public, Daniel Beck, who acknowledged to me that he/she executed the foregoing Agreement for Equipment/Product as the authorized representative of the Supplier.



Randall Simmons Burgoyne
Notary Public