



Purchase Order

PO Accounting Date: 8/28/2015

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **PO-001817**

BILL TO

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


Delivery must be made within doors of specified destination.

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 | | | | |
| 8/28/2015 | 10/23/2015 | | | | | |
| Line # | Description/Part No. | Qty | UOM | Unit Price | Discount Amount | Extended Price |
| 1 | Supplies 332 Public Bid - Bladder surge tanks for Arrowcreek Drought Response project (Supplies-1 Bid Rcvd) 10-0002 1.7350.30.3010 | 72166.00 | usd | 1.00 | | \$72,166.00 |
|  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 \$72,166.00

**BLADDER-TYPE HYDROPNEUMATIC TANKS FOR THE ARROWCREEK
DROUGHT RESPONSE PROJECT
PURCHASE AGREEMENT
TMWA PROJECT NO.: 2016-003
TMWA CAPITAL PROJECT NO.: 10-0002
(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 25th day of August, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **C.H. Spencer & Company, 1075 S. Pioneer Road, Salt Lake City, UT 84101**, 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 bladder-type hydropneumatic tanks will be installed by others in a vertical installation in underground vaults located at the Zolezzi Lane Booster Pump Station and the Arrowcreek Well #1 Booster Pump Station sites located in the South Truckee Meadows area of Reno, Nevada

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. Depending on availability, job-site delivery may be requested.

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 **Eight (8) Weeks following the issuance of the Purchase Order, which is the Guaranteed Delivery Time as defined in the bid package unless otherwise agreed to between the parties.**

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 **\$250.00 (Two Hundred Fifty Dollars)** per day.

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: **Seventy Two Thousand One Hundred Sixty Six Dollars (\$72,166.00)**.

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 28, 2015

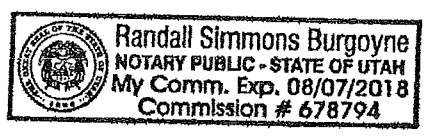
By: Mark Free
General Manager

ATTEST: _____
TMWA Clerk

Dated: _____, 20____ Supplier: C.H. SPENCER
By: D.W. Dan
Name: DANIEL BECK
Title: SALES REPRESENTATIVE

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

On this 25 day of August, 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.



[Signature]
Notary Public

ATTACHMENT "A"

SECTION 11650

BLADDER-TYPE HYDROPNEUMATIC TANKS

PART 1 GENERAL

1.1 SCOPE

This specification describes the requirements for the bladder type hydropneumatic tanks. The following sites shall have a bladder-type hydropneumatic tank:

1. Zolezzi Booster Pump Station
 - a. 250 minimum nominal capacity gallons
2. ArrowCreek Well 1 Booster Pump Station
 - a. 250 minimum nominal capacity gallons (suction side)

Each Pump Station site will have one bladder type hydropneumatic tank for surge suppression.

1.2 GENERAL REQUIREMENTS

- A. Accepted Manufacturers. Bladder type surge tanks are to be supplied by Hanson Tank of Los Angeles, CA; AA Tanks of Sherwood MI; Young Engineering, San Dimas, CA; Pulsco Inc. Irvine, Ca.; or equal.
- B. The supplier must have a minimum of five years experience, designing, supplying and startup of bladder type surge tanks.
- C. Tank shall be of the type where the bladder contains the gas precharge, and the water is outside the bladder inside the tank. The bladder shall be accessible for removal and replacement by opening the top flange of the tank only, and tanks that require bladder connections at both the top and bottom flanges are not acceptable.
- D. Zolezzi Surge Tank shall be rated for a minimum service pressure of 350 psi. Arrow Creek Surge Tank shall be rated for a minimum service pressure of 250 psi.

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Pressure vessels shall be in accordance with the latest revision of the American Society of Mechanical Engineers (ASME) Code for Unfired Pressure Vessels, Section VIII, Division 1.
- B. All local Plumbing Codes shall be met.
- C. The system and anchorage of the tank shall conform to the Uniform Building Code (UBC).

1.4 SUBMITTALS

Submit the following information for the surge control system at the wellhouses, in accordance with Section 01300:

- A. Shop Drawings: Detailed tank fabrication drawings, system assembly and installation drawings.
- B. Product Data: Specifications for system components, accessories and protective coatings.

Bladder-Type Hydropneumatic Tanks

- C. Design Data: ASME code calculations.
- D. Shop Testing: Tank ASME Form U-1A. Provide with O & M manuals.
- E. Structural certification and anchor bolt recommendations of bracket support for applicable seismic forces. Calculations shall be prepared and stamped by a structural engineer with Nevada registration.
- F. Form U-1A "Manufacturers' Data Report for Unfired Pressure Vessels" prepared by the tank manufacturer to certify that the tank was built in accordance with ASME Code Rules for the Construction of Unfired Pressure Vessels and inspected by a certified inspector. Copies of this form shall be included in the Operation and Maintenance Manual.

1.5 WARRANTY:

The bladder type tanks shall carry a warranty of one year from initial operation.

PART 2 MATERIALS

2.1 BLADDER TYPE STORAGE TANKS

- A. Storage Tanks shall be a standard hydropneumatic bladder-type design, equipped with a top cover device for on-site removal and installation of the bladder and bottom inlet/outlet nozzle assembly. Water-air separation, to prevent air absorption by the water, shall be achieved by the means of a replaceable heavy-duty rubber bladder.
- B. Clean compressed air or nitrogen shall be used for the gas charge. Initial air precharge shall be 120 PSI, and adjusted in the field to match operating conditions.
- C. Pressure Vessel Requirements
 1. Pressure vessels shall be a minimum 250 gallons as shown on the Plans, vertical cylindrical type, approximately 36 inches outside diameter, with elliptical heads. Vessel shall be constructed of carbon steel SA-516 Gr. 70 material conforming to ASME Code Section VIII, Div. 1, and designed for a maximum allowable working pressure (MAWP) of 350 psig at 120 degrees F. Pressure vessel shall be ASME Code Stamped.
 2. Each pressure tank assembly shall have a height no taller than 9' 6", which includes legs and all appurtenances.
 3. For bladder inspection and replacement, the pressure vessel shall have a minimum 16" diameter top access manway. The removable cover assembly must be equipped with a device that allows safe removal/installation of the bladder without removing the Surge Tank from the pipeline. The tank shall be designed in a manner so that the bladder can be removed from the top of the tank.
 4. Flanged Inlet/Outlet. The Zolezzi BPS Pressure vessels shall include ANSI 300 pound pressure class flanged connection sized with respect to maximum possible system flow rate of 1500 gpm. The ArrowCreek BPS Pressure vessels shall include ANSI 150 pound pressure class flanged connection sized with respect to maximum possible system flow rate of 1500 gpm.
 5. The manufacturer/supplier shall design/size the inlet for the surge tanks based on the flange pressure class and flow rate provided in the specifications.
 6. The Inlet/Outlet nozzle shall be designed to prevent the bladder extending through the outlet assembly.

7. Couplings: Stainless Steel couplings shall be provided as a part of the pressure vessel as follows:
 - a. 1/2" - Safety Relief Valve installed on the water side of the bladder.
 - b. 1/2" - Air precharge and pressure gauge tap.
 - c. 1/2" - Others as required.
8. Vessel shall include two lifting lugs
9. Vessel shall include four steel support legs.
10. The internal surfaces shall be sandblasted per SSPC-SP-10 and coated with two coats of NSF 61 and NSF 372 approved epoxy paint. Coating shall be applied in accordance with coating manufacturer's instructions.
11. All wetted surfaces of the tank shall be certified to comply with NSF 61 for potable water and NSF 372 for low lead content.
12. The external surfaces shall be prepared per SSPC-SP-6 and coated with one coat 2-3 Mils DFT of Red Oxide Primer. Coating shall be applied in accordance with coating manufacturer's instructions. A finish coat of polyurethane will be field applied by the Contractor.

D. Bladder

1. The size of the Bladder shall be calculated with respect to the necessary volume of water to be accepted during the pressure surge condition. The Bladder shall fit inside the tank shell and leave an acceptable gap between the bladder and inner vessel surface.
2. The bladder material shall be as recommended by the tank manufacturer, and may be butyl rubber, polyvinyl, or other material that will provide long term durability and be suitable for potable water use meeting NSF 61.
3. The supplier shall submit NSF 372 compliant bladder material, if available. If it is not available, at a minimum, the supplier shall submit a written statement/certification from the bladder supplier that the supplied material contains less than 0.25% lead.
4. Provide one spare bladder and one spare manway gasket for each size tank provided on the project.

E. Seismic Restraints

1. The tank shall be provided with either strap-type or leg reinforced seismic restraints. The seismic restraints shall be sufficient to prevent damage or overturn of the tank in the event of a seismic event. Seismic Calculations, stamped by a licensed Nevada Engineer, shall be submitted. Seismic design parameters shall be as listed below:

| Seismic Design Parameters (2012 IBC) | Arrow Creek BPS | Zolezzi BPS |
|---|--------------------------------|------------------------|
| Approximate Latitude of Site | 39.41838 | 39.4185 |
| Approximate Longitude of Site | 119.8075 | 119.7846 |
| Spectral Response Acceleration at short period (0.2 sec.), S_s (for Site Class B) | 2.230 | 2.241 |
| Spectral Response Acceleration at 1-second Period, S_1 (for Site Class B) | 0.782 | 0.766 |
| Site Class Selected for this Site | D | D |
| Site Coefficient F_a , decimal | 1.0 | 1.0 |
| Site Coefficient F_v , decimal | 1.5 | 1.5 |
| Peak Ground Acceleration-MCE _R PGA <small>(ASCE 7-10 Standard)</small> ¹ | 0.892 g | 0.889 g |
| Design Spectral Response Acceleration at Short period, S_{Ds} <small>(Adjusted to Site Class D, $S_{Ds}=2/3 SMs$)</small> | 1.487 | 1.494 |
| Design Spectral Response Acceleration at 1-second Period, S_{D1} (Adjusted to Site Class D, $S_{D1}=2/3 SM1$) | 0.782 | 0.766 |
| Notes: 1) MCE _R PGA- Maximum credible earthquake geometric mean peak ground acceleration. | | |

F. Miscellaneous Components

1. Ball Valves. Ball valves with 600 psi WOG pressure rating for the Charging and Gauging Assembly shall be provided.
2. Safety Relief Valve. The tank shall have a safety valve sized in accordance with the ASME code to prevent over pressurizing the tank above its design pressure. Safety Valve set point shall be factory set to the maximum allowable working pressure of the tank.
3. Air Charging Valve. A Schrader type air charging valve shall be provided for tank pre-charge with compressed air or nitrogen.

2.2 SOURCE QUALITY CONTROL:

- A. The tanks shall be hydrostatically tested in accordance with ASME Code for Unfired Pressure Vessels. Provide Form U-1A "Manufacturers' Data Report for Unfired Pressure Vessels" prepared by the tank manufacturer to certify that the tank was built in accordance with ASME Code and inspected by a certified inspector. Copies of this form shall be included in the Operation and Maintenance Manual.

PART 3 INSTALLATION

3.1 INSTALLATION AND TESTING

The supplier shall provide all components and assembly instructions to the Contractor for installation.

3.2 SEISMIC RESTRAINT

The Contractor shall install the tanks in accordance with the manufacturer's recommendations and as shown on the Plans. Seismic anchors shall be installed as recommended for Zone 4 by the manufacturer and as shown on the Plans.

END OF SECTION