

**CLA-VAL PARTS FOR REPLACEMENT OF EXISTING
ROLL SEAL VALVES**

**TMWA BID NO. 2016-018
TMWA CAPITAL PROJECT NO. 13-0016**

**PURCHASE AGREEMENT
(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 28th day of June, 2016, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **Ferguson Enterprises, Inc., 12500 Jefferson Avenue, Newport News, VA 23602**, 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 Cla-Val Parts for Replacement of Existing Roll Seal Valves. Varying sizes, types, pressure ratings and quantities of Cla-Val parts will consist of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components. All components furnished shall be new material of proven ability and must meet NSF 61 specifications and as amended by specific addenda, and Supplier shall do everything required by this Agreement in furnishing the Cla-Val parts for the replacement of existing roll seal valves.

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

Supplier agrees to deliver the Cla-Val parts in a good and satisfactory condition, pursuant to the Specifications to TMWA's Glendale Water Treatment Plant located at 1205 S. 21st Street, Sparks, Nevada 89431. Orders will be placed on multiple dates throughout the contract period, with delivery within four (4) weeks of order date. TMWA may exercise its discretionary option for TMWA representative to pick up the Cla-Val(s) at will call.

The contract completion date is Three Hundred Sixty-Five (365) days following issuance of the Notice to Proceed as defined in the Bid Package.

The term of the contract is one year with the right to renew for up to four (4) additional one-year renewal periods for a total of five (5) years.

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 Cla-Val parts for replacement of existing roll seal valves, and other specified items in accordance with the Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **One Hundred Ninety-Six Thousand Four Hundred Ninety-Three (\$196,493.00) Dollars.**

Article 4 Payment

Payment for the Cla-Val parts for the replacement of existing roll seal valves 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 Cla-Val parts; or ii) receipt of an invoice for the Cla-Val parts.

Article 5 Acceptance and Final Payment

Testing and acceptance of the Cla-Val parts 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. Addenda

Article 7 Warranty

Supplier warrants that the Cla-Val parts for replacement of existing roll seal valves furnished under the Contract will be of good quality and new and that the Cla-Val parts 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 Cla-Val parts for the replacement of existing roll seal valves.

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 28, 2016

By: *Mark Green*
General Manager

ATTEST: _____
TMWA Clerk

Dated: JUNE 27, 2016

Supplier: FERGUSON ENTERPRISES

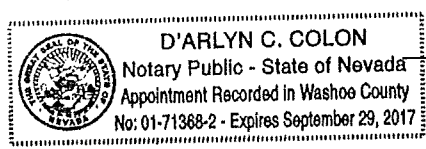
By: *[Signature]*

Name: ANDY HENDERSON

Title: GENERAL MANAGER

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On this 27th day of June, 2016, personally appeared before me, a Notary Public, Andy Henderson, who acknowledged to me that he/she executed the foregoing Agreement For Work as the authorized representative of the Supplier.



D'Arlyn C Colon
Notary Public

Exhibit A
Bid Schedule

BID SCHEDULES
(Cont)

BID SCHEDULES

TMWA BID NO: 2016-018

BID TITLE: CLA-VAL PARTS FOR REPLACEMENT OF EXISTING ROLL SEAL VALVES

NOTICE: No substitution or revision to this Bid Schedule form will be accepted. Truckee Meadows Water Authority will reject any Bid that is received that has changes or alterations to this document.

PRICES must be valid for 30 calendar days after the bid opening.

COMPLETION of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

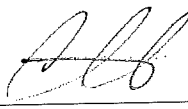
BIDDER acknowledges receipt of 0 Addendums.

Item pricing on this schedule is for use in preparing the schedule of values that will be used as a basis for partial payment during construction and for internal TMWA use. Item descriptions are not intended to be all inclusive. Bidders shall include costs for work not specifically mentioned in the most appropriate item.

Refer to Article 7 of the General Conditions for a list of items that may be included in the mobilization bid item. TMWA reserves the right to perform extra work using time and expense or negotiated lump sum procedures.

The Contract Sum will be adjusted (increased or decreased) for actual quantities per unit price items. Lump sum items will not be adjusted.

Compliance with all permit and environmental requirements is incidental to the Work. No separate bid item, or additional payment provisions, shall be made for operational constraints or conditions placed on the Work by permitting agency requirements.


BRANCH MANAGER (TRUCKEE MEADOWS WATERWORKS)
(signature)

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
100-01 - 2" Flange by Flange, 150# Cla-Val Main Body Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.	10	\$	\$750.00	\$7,500. ⁰⁰
100-01 - 2.5" Flange by Flange, 150# Cla-Val Main Body Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.	10	\$	\$878.00	\$8,780. ⁰⁰

BID SCHEDULES
(Cont)

Description	Scheduled Value	Unit	Unit Price	Total Price
100-01 - 3" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	10	\$	\$968 ⁰⁰	\$9,680 ⁰⁰
100-01 - 4" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	10	\$	\$1,534 ⁰⁰	\$15,340 ⁰⁰
100-01 - 6" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	10	\$	\$2,570 ⁰⁰	\$25,700 ⁰⁰
100-01 - 8" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	6	\$	\$4,449 ⁰⁰	\$26,694 ⁰⁰
100-01 - 10" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	4	\$	\$6,533 ⁰⁰	\$26,132 ⁰⁰
100-01 - 12" Flange by Flange, 150# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	2	\$	\$10,857 ⁰⁰	\$21,714 ⁰⁰
90-99 - 6" Flange by Flange, 150# Cla-Val Main Body w/low flow bypass <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$5,504 ⁰⁰	\$5,504 ⁰⁰
90-99 - 8" Flange by Flange, 150# Cla-Val Main Body w/low flow bypass <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$7,052 ⁰⁰	\$7,052 ⁰⁰
90-99 - 10" Flange by Flange, 150# Cla-Val Main Body w/low flow bypass <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$11,978 ⁰⁰	\$11,978 ⁰⁰
100-01 - 2" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$799 ⁰⁰	\$799 ⁰⁰
100-01 - 2.5" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$1,026 ⁰⁰	\$1,026 ⁰⁰

**BID SCHEDULES
(Cont)**

Description	Scheduled Value	Unit	Unit Price	Total Price
100-01 - 3" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$1,039 ⁰⁰	\$1,039 ⁰⁰
100-01 - 4" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$1,656 ⁰⁰	\$1,656 ⁰⁰
100-01 - 6" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$2,769 ⁰⁰	\$2,769 ⁰⁰
100-01 - 8" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$4,817 ⁰⁰	\$4,817 ⁰⁰
100-01 - 10" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$7,068 ⁰⁰	\$7,068 ⁰⁰
100-01 - 12" Flange by Flange, 300# Cla-Val Main Body <i>Consisting of an epoxy-coated ductile iron body with stainless steel internal trim and buna rubber components.</i>	1	\$	\$11,257 ⁰⁰	\$11,257 ⁰⁰
DO NOT INCLUDE TAX - TMWA'S TAX-EXEMPT No.: RCE-006-161				\$0.00
TOTAL BID PRICE				\$196,505 ⁰⁰

Total Bid Price Written in Words:

one hundred ninety-six thousand, five hundred five dollars and 00/100 cents

NOTES:

1. All components must meet NSF 61 specifications.
2. The quantity for the parts listed is a representative estimate and is not a guarantee to purchase the stated quantity. The quantity may be more or less as required by TMWA.
3. Shipping charges are not included as part of this bid. TMWA, if necessitated, will reimburse the successful bidder for actual shipping charges based upon quantity ordered and associated costs.