

Purchase Order

PO Accounting Date: 7/1/2017

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

Purchase
Order #

PO-002994

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

Tyres International Inc
LOCKBOX 631008
PO BOX 24522
Seattle WA 98124-0522

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		
				000250		
Date Ordered	Date Requested	Freight Method/Terms				
7/1/2017	6/30/2018					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	**FY 2017-18 Fleet Tire Public Bid Term 7/1/17 - 6/30/18 with 3 additional 1 yr Renewals upon mutual agreement of both parties - (Cont/Vehicle - 332 Bid) 1-7053-13-1366 Requester- S. Baker Contract Services	110635.84	usd	1.00		\$110,635.84
 <hr/> 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	\$110,635.84
-----------------	---------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED TYRES INTERNATIONAL INC 4637 ALLEN RD STOW, OH 44224-1037		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: FEDERATED SERVICE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13935 28304

COVERAGES

CERTIFICATE NUMBER: 59

REVISION NUMBER: 4

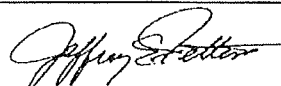
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	0768027	03/12/2017	03/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	0768027	03/12/2017	03/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	Y	Y	0768008	03/12/2017	03/12/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	9260323	03/12/2017	03/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED PAGE

CERTIFICATE HOLDER

CANCELLATION

058-740-2 TRUCKEE MEADOWS WATER AUTHORITY PO BOX 30013 RENO, NV 89520-3013	59 4 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

FEDERATED SERVICE INSURANCE COMPANY THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE PART

In the event of any payment under this Business Auto Coverage Part, the company agrees to waive its rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against:

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of:

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, agents or employees.

Additional Reference:

See IL-F-40-0002

TYRES INTERNATIONAL INC
4637 ALLEN RD
STOW OH 44224

FEDERATED SERVICE INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CA-F-99 (07-95)

Policy Number: 0768027

Transaction Effective Date: 06-28-2017

Additional Insured Copy

FEDERATED SERVICE INSURANCE COMPANY THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

In the event of any payment under this Business Auto Coverage Part, the company agrees to waive its rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against:

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of:

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, agents or employees.

Additional Reference:

See IL-F-40-0002

TYRES INTERNATIONAL INC
4637 ALLEN RD
STOW OH 44224

FEDERATED SERVICE INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CA-F-99 (07-95)

Policy Number: 0768027

Transaction Effective Date: 06-28-2017

EXTENSION ENDORSEMENT

Extension - CA-F-99 - TRUCKEE MEADOWS WATER AUTHORITY

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT PERTAINS ONLY TO THE NAMED INSUREDS REPAIR WORK ON THE CERT HOLDERS PREMISES.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

In the event of any payment under this policy, the Company agrees to waive its right under the subrogation condition against:

**TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520**

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of

**TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520**

its subsidiaries, agents or employees.

Insured:

**TYRES INTERNATIONAL INC
4637 ALLEN RD
STOW OH 44224**

**FEDERATED SERVICE INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 03-12-2017 at 12:01 A.M. standard time, forms a part of

Policy No. 9260323

Issued to TYRES INTERNATIONAL INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 2

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**TRUCKEE MEADOWS WATER AUTHORITY
PO BOX 30013
RENO NV 89520**

Additional Reference:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO REPAIR WORK BEING PERFORMED BY THE NAMED INSURED FOR THE CERTHOLDER WHILE ON THE CERTHOLDER'S PREMISES.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 03-12-2017 at 12:01 A.M. standard time, forms a part of
Policy No. 9260323
Issued to TYRES INTERNATIONAL INC
Issued by FEDERATED MUTUAL INSURANCE COMPANY
Endorsement No. 2

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**TRUCKEE MEADOWS WATER AUTHORITY
PO BOX 30013
RENO NV 89520**

Additional Reference:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO REPAIR WORK BEING PERFORMED BY THE NAMED INSURED FOR THE CERTHOLDER WHILE ON THE CERTHOLDER'S PREMISES.

Copyright 1983 National Council on Compensation Insurance.

WC 00 03 13 (04-84)

Issue Date: 07-03-2017

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

In the event of any payment under this policy, the Company agrees to waive its right under the subrogation condition against:

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, directors, agents or employees, except when the payment results from the sole negligence of

TRUCKEE MEADOWS WATER
AUTHORITY
ATTN PURCHASING AND CONTRACTS
P O BOX 30013
RENO NV 89520

its subsidiaries, agents or employees.

Insured:

TYRES INTERNATIONAL INC
4637 ALLEN RD
STOW OH 44224

FEDERATED SERVICE INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
TRUCKEE MEADOWS WATER AUTHORITY ATTN PURCHASING AND CONTRACTS P O BOX 30013 RENO NV 89520	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO TIRE MOUNT AND DISMOUNT/SERVICE CALLS FOR CERTHOLDER.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section B - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

TYRES INTERNATIONAL INC
4637 ALLEN RD
STOW OH 44224

AGREEMENT FOR SERVICES
FLEET TIRE BID
(NRS 332 Supply and Service Providers)

THIS AGREEMENT FOR SERVICES ("Agreement") is made this 15th day of JUNE, 2017, by and between Tyres International, Inc., 1425 Hulda Court, Sparks, Nevada 89431 (hereinafter referred to as "Contractor") and Truckee Meadows Water Authority (hereinafter referred to as "TMWA").

RECITALS

WHEREAS, TMWA is authorized to engage the services of persons as independent contractor pursuant to NRS Chapter 332; and

WHEREAS, Contractor has represented it is duly qualified and licensed in the State of Nevada and Washoe County for the purposes of performing the Scope of Work herein;

WHEREAS, TMWA wishes to retain Contractor to perform certain services for TMWA and Contractor is willing to perform these services in accordance with the terms and provisions of this Agreement

1. **DEFINITIONS.** "TMWA" means the Truckee Meadows Water Authority, its directors, officers, employees and immune contractors (other than Contractor) as defined in NRS 41.0307.

2. **SCOPE OF WORK**

2.1. **Description of Work.** Contractor shall provide and perform the services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference for and on behalf of TMWA (collectively the "Services") during the term of the Agreement.

2.2. **Competence to Perform Services.** Contractor represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. Contractor shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. Contractor represents that neither the execution and delivery of this Agreement, nor the rendering of services by the Contractor hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the Contractor is a party or by which the Contractor is bound, or which would preclude the Contractor from performing the services required of the Contractor hereunder, or which would impose any liability or obligation upon TMWA for accepting such services. Contractor shall be responsible for the professional quality and technical accuracy of all Services furnished by Contractor to TMWA.

2.3 Time of Completion. This contract continues until either party gives notice as provided for in Section 6 of this Agreement.

2.4 Permits and Regulations. Before commencing with the performance of any work under this Agreement, the Contractor shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Agreement, the Contractor shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Agreement. If the Contractor performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom. Contractor agrees to obtain all appropriate business licenses and provide a copy to TMWA prior to commencing work.

3. TMWA RESPONSIBILITIES. TMWA shall:

- a. Make available to the Contractor all technical data that is in TMWA's possession, reasonably required by the Contractor relating to the Contractor's Services.
- b. Provide access to and make all provisions for the Contractor to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for the Contractor to perform the Services under this Agreement.
- c. Examine all reports, correspondence, and other documents presented by the Contractor upon request of TMWA, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Contractor.

TERM. This Agreement shall commence on July 1, 2017, and shall terminate upon the completion of the Services, [Three Hundred Sixty-Five (365) calendar days from the Notice to Proceed on or about June 30, 2018], unless sooner terminated by either party as specified in Section 6. Upon mutual consent of both parties, this Agreement may be renewed for up to three (3) additional one-year (1) periods.

5. COMPENSATION.

5.1 Amount. As compensation for all of Contractor's Services hereunder, TMWA agrees to pay Contractor compensation based upon time and materials and the attached fee schedule or compensation based upon a lump sum amount as provided for in the attached Scope of Work(s) hereinafter called the "**Contract Sum**". The Contract Sum represents full and adequate compensation for the completed work, and includes the furnishing of all materials, and all labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the work

5.2 **Payment.** Payment by TMWA for services rendered by Contractor shall be due within thirty days upon receipt of invoices. If payment is not made in a timely manner, Contractor may, in the event TMWA fails to cure the deficiency after seven days written notice from Contractor, suspend the services under this Agreement until Contractor has been paid in full. TMWA does not agree to and will not reimburse Contractor for expenses unless specifically provided otherwise in this Agreement.

5.3 **Funding Out Clause.** TMWA reasonably believes that funds can be obtained sufficiently to make all payments during the term of this agreement. If the TMWA does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire.

6. **TERMINATION.**

6.1. **Termination Without Cause.** This Agreement may be terminated by TMWA without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

6.2 **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

(i). If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

(ii). If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

(iii). If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

(iv). If TMWA materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

(v). If it is found by TMWA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a

contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

6.3. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 6.2, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

(i). The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

(ii). Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by TMWA;

(iii). Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by TMWA;

(iv). Contractor shall promptly deliver to TMWA possession all proprietary information in accordance with Section 16.

7. INSPECTION & AUDIT.

7.1 Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to TMWA, the State of Nevada or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

7.2. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), papers, including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by TMWA Auditor, or its contracted examiners, representatives of

Washoe County, or any of their authorized representatives. Such records shall include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this Section. Contractor will cooperate fully and will cause all of Contractor's subcontractors to cooperate fully in furnishing or in making available to TMWA from time to time all such information, materials and data whenever requested. All subcontracts shall reflect requirements of this paragraph.

7.2.1 Recovery of Costs. If an audit inspection or examination in accordance with this section, discloses overcharges of any nature by the Contractor to TMWA in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of TMWA's audit shall be reimbursed to TMWA by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TMWA's findings to Contractor.

7.3 Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years. The retention period runs from the date of payment for the relevant goods or services by TMWA, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

8. INDEPENDENT CONTRACTOR. Contractor is associated with TMWA only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TMWA whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TMWA shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of TMWA; (4) participation or contributions by either Contractor or TMWA to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; (6) unemployment compensation coverage provided by TMWA. Contractor shall indemnify and hold TMWA harmless from, and defend TMWA against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of TMWA. TMWA and Contractor shall evaluate the nature of services and term negotiated

in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

9. **INDEMNIFICATION BY CONTRACTOR.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding TMWA's right to participate, TMWA from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents, excepting therefrom any liability arising out of the sole negligence of TMWA.

10. **LIMITED LIABILITY.** TMWA will not waive and intends to assert available NRS chapter 41 liability limitations and other liability limitations available at law in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments. Damages for any TMWA breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Contract damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited. Neither party shall be responsible for the negligent acts of the other party in the performance of this Agreement.

11. **INSURANCE.**

11.1 **By Contractor.** Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Contractor.

11.2 **Form of Coverage.** Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

11.2.1. Additional Insured: By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement.

11.2.2. Waiver of Subrogation: Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.

11.2.3. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.

11.2.4. Approved Insurer: Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

11.3 Policies Required.

11.3.1 Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

11.3.2 Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

11.3.4 Professional Liability/Errors & Omissions Insurance. Not Required for Contractor Construction Contracts. Contractor shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim. The policy shall have a retroactive date prior to commencement of the performance of this Agreement and a discovery period at

least three (3) years after the later of termination or the date of substantial completion of the project.

11.3.5 Business Automobile Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles.

11.4 Evidence of Insurance. Prior to the start of any Work, Contractor must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:

11.4.1 Certificate of Insurance. Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.

11.4.2 Additional Insured Endorsements. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

11.4.3 Policy Cancellation Endorsement. Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractor or its sub-contractors, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

12. GOVERNMENT OBLIGATIONS. Contractor shall be responsible for all applicable federal, state, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS Chapter 361. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. TMWA may set-off against consideration due any delinquent government obligation.

13. **ACCEPTANCE BY TMWA.** It is expressly understood and agreed that all work done by the Contractor shall be subject to inspection and acceptance by TMWA and approval of work shall not forfeit the right of TMWA to require correction, and nothing contained herein shall relieve the Contractor of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by TMWA

14. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as indicated on Page 12 of this agreement.

15. **TMWA OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Agreement), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Agreement shall be the exclusive property of TMWA and all such materials shall be delivered into TMWA possession by Contractor upon completion, termination, or cancellation of this Agreement. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement without the prior written consent of TMWA. Notwithstanding the foregoing, TMWA shall have no proprietary interest in any materials licensed for use by TMWA that are subject to patent, trademark or copyright protection.

16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. TMWA will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend TMWA for honoring such a designation. The failure to so label any document that is released by TMWA shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by TMWA, TMWA will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

17. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

18. **MISCELLANEOUS.**

18.1 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly ~~perform in accordance with the terms of the Agreement after the intervening cause ceases.~~

18.2 Remedies. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

18.3 Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18.4 Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18.5 Assignment. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of TMWA.

18.6 Proper Authority. Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing.

18.8 Arbitration. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrators(s) may be entered in any court having jurisdiction thereof.

18.9 Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement. In the event the arbitration award is challenged, or the controversy proceeds to litigation instead of arbitration, any action or proceedings seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if a party can

acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

18.10 No Unfair Employment Practices. In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such Agreement shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of these provisions by Contractor shall constitute a material breach of contract. As used in this Article, sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality.

18.11 Entire Contract and Modification. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

The signature page follows this page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. All required insurance must be provided before this agreement is fully executed. This agreement becomes effective once all parties have signed.

CONTRACTOR

Company Name: Tyres International, Inc.
Address: 1425 Hulda Court
Cont: Sparks, Nevada 89431
Phone: 775 356-9040
FAX: 775 356-3543
E-mail: ltudor@tyres1.com

By: 

Printed Name: LEVI TUDOR

Title: WESTERN DIVISION GM

Dated: 6/15/17

Business License #: NV 19881017396

Expires: JUNE 30, 2018

This agreement was requested: _____

By: _____

TMWA

TRUCKEE MEADOWS WATER
AUTHORITY

By: 

Its: GM

Dated: 7/10/17

Correspondence Address:

TMWA

P.O. Box 30013

Reno, NV 89520-30013

Attention: Maria I. Dufur

Purchasing and Contracts Administrator.

Ph: 775-834-8056

Fax: 775-834-8153

EXHIBIT A

NRS 332

CONTRACT SUM AND SCOPE OF WORK

CONTRACT SUM: One Hundred Ten Thousand Six Hundred Thirty Five Dollars and Eighty-Four Cents (\$110,635.84)

SCOPE OF WORK:

**TRUCKEE MEADOWS WATER AUTHORITY
FLEET TIRE BID**

Truckee Meadows Water Authority (TMWA) is extending the opportunity to bid for tires used by the TMWA fleet for the fiscal year 2017-2018. The quantity for the tires listed is a representative estimate of what TMWA expects to use in one fiscal year and is not a guarantee to purchase the stated quantity. The quantity may be more or less as required by the TMWA fleet usage. The quantity stated is for bid purposes only. The bid amount should be for an individual tire and extended by the estimated quantity. Please provide all added fees per tire in the box provided. Any additional explanation can be provided in the Added Fees box. No additional fees will be paid such as but not limited to; shop supplies, valve stem, commercial in shop labor, tire disposal, NV State surcharge unless they are included in the quote and extension of each tire. Please identify the brand of tire you will have in stock and that will be the brand of tire you quote. If the brand of tire quoted is not in stock TMWA will pay the quoted price for a comparable tire agreed to by TMWA. The Site of Work is located in TMWA's water service territory in Washoe County, Nevada, and water infrastructure sites located just across the Nevada State line in the State of California.

BID SCHEDULES
(Cont)

SUMMARY

LEGEND: (P) - PASSENGER; (LT) - LIGHT TRUCK; (T) - TRAILER; (OR) - OFF ROAD; (H) - HEAVY; (S) - STEER;
(D) - DRIVE; (AT) - ALL TERRAIN; (MT) - MUD TERRAIN

TIRE NUMBER AND SIZE	ESTIMATED QUANTITY FOR YEAR	TIRE MANUFACTURER	PRICE PER TIRE	MOUNT AND BALANCE	#1 ADDED FEES IDENTIFIED BELOW	#2 ADDED FEES IDENTIFIED BELOW	#3 ADDED FEES IDENTIFIED BELOW	EXTENTION OF INDIVIDUAL TIRE COST	EXTENTION OF ESTIMATED QUANTITY FOR YEAR
CATEGORY NO. 1									
1. 225-60R16 (P)	80	Lawfenn GFIT AS	\$ 73.80	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 101.55	\$ 8124-
2. 235-70R16 (P)	60	Lawfenn HT	\$ 96.19	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 123.94	\$ 7436.40
3. 235-85R16 (LT)	20	Lawfenn HT	\$ 104.20	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 131.95	\$ 2639-
4. 265-70R18 (LT)	40	Hankook AT	\$ 218.78	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 244.53	\$ 9861.20
5. 265-70R17 (LT)	20	Lawfenn HT	\$ 125.58	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 153.33	\$ 3066.60
5. 265-75R16 (LT) (AT)	20	Lawfenn AT	\$ 126.85	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 154.60	\$ 3092-
7. 285-70R17 (LT) (MT)	20	Hankook MT	\$ 222.35	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 250.10	\$ 5002-
8. 285-75R16 (LT) (MT)	20	Hankook MT	\$ 200.60	\$ 17-	\$ 1-	\$ 5-	\$ 4.75	\$ 228.35	\$ 4567-
9. 225-70R19.5 (LT)	40	Westlake CRA60A	\$ 133.18	\$ 25-	\$ 1-	\$ 8.50	\$ 4.75	\$ 172.43	\$ 6897.20
10. 215-75R17.5 (T)	60	Westlake CRA60A	\$ 119.05	\$ 25-	\$ 1-	\$ 8.50	\$ 4.75	\$ 158.30	\$ 9498-
SUBTOTAL	N/A	N/A	\$ 420.58	\$ 186-	\$ 10-	\$ 57-	\$ 47.50	\$ 1721.08	\$ 60,183.40
ADDED FEES IDENTIFIED #1 - NV. State Recycling fee - #2 - Tire disposal fee - varies by size + class of tire. #3 - Valve stems - new in all new tire installations.									
TOTAL CATEGORY NO. 1 PRICE								\$	60,183.40

Total Category #1 Price Written in Words: SIXTY THOUSAND ONE HUNDRED EIGHTY THREE DOLLARS

BID SCHEDULES
(Cont)

SUMMARY (Cont'd)

LEGEND: (P) - PASSENGER; (LT) - LIGHT TRUCK; (T) - TRAILER; (OR) - OFF ROAD; (H) - HEAVY; (S) - STEER; (D) - DRIVE; (AT) - ALL TERAİN; (MT) - MUD TERAİN

TIRE NUMBER AND SIZE	ESTIMATED QUANTITY FOR YEAR	TIRE MANUFACTURER	PRICE PER TIRE	MOUNT AND BALANCE	#1 ADDED FEES EXPLAINED BELOW	#2 ADDED FEES EXPLAINED BELOW	#3 ADDED FEES EXPLAINED BELOW	EXTENTION OF INDIVIDUAL TIRE COST	EXTENTION OF ESTIMATED QUANTITY FOR YEAR
<i>See Legend above and in Notes Section Below</i>									
CATEGORY NO. 2									
1. 12.5/80-18 (OR)	20	CEAT	\$262.42	\$25	\$1	\$8.50	\$9	\$365.92	\$6118.40
2. 19.5/L-24 (OR)	20	CEAT	\$530.72	\$35	\$1	\$25	\$9	\$600.72	\$12,014.40
3. 11R22.5- (S)	40	Westlake CR960A	\$221.35	\$35	\$1	\$8.50	\$4.75	\$270.60	\$10,824
4. 11R22.5- (D)	40	Westlake	\$237.83	\$35	\$1	\$8.50	\$4.75	\$287.08	\$11,483.20
5. 382-65R22.5 (H) (S)	12	Westlake	\$335.04	\$35	\$1	\$8.50	\$4.75	\$384.29	\$4611.48
6. 425/65R22.5 (H) (S)	12	Westlake	\$400.83	\$35	\$1	\$8.50	\$4.75	\$450.08	\$5400.96
SUBTOTAL	N/A	NA	\$1988.19	\$200	\$6	\$67.50	\$37	\$2298.69	\$50,452.44
ADDED FEES IDENTIFIED								#1 - NV State Recycle Fee #2 - Tire disposal - varies by size/class. #3 - Valve Stem - New in every new tire	
TOTAL CATEGORY 2 PRICE								\$50,452.44	

Total Category #2 Price Written in Words: FIFTY THOUSAND FOUR HUNDRED FIFTY TWO DOLLARS + FORTY-FOUR CENTS

Service Description	Price
LABOR RATES (Not Part of Bid)	
1. Flat Repair	\$0 ^{LT} PASS \$40-comm Truck
2. Service Call/Hourly Rate	\$90/ ^{LT} Truck \$100/Hr ^{OTR}
3. After Hours Call Out/Hourly Rate	\$135/LT + comm \$150/OTR
4. Rotate and Balance Tire Fee	\$0 on Passenger + Light Truck \$10/ea on Commercial Truck

***Intended for Labor Rates and Not Included as Part of the Bid Total**

BID SCHEDULES
(Cont)

NOTES:

1. TMWA reserves the right to award the contract in part or whole. There will be two line items: (1) Category #1 Tires, and (2) Category #2 Tires may be awarded separately.

2. Labor Rates Schedule will be the hourly fixed cost of the respective services.

3. Quoted tires will be stocked.

4. Must be able to calibrate and repair all vehicles equipped with tire pressure monitoring systems.

5. Legend:

(P) - PASSENGER
(LT) - LIGHT TRUCK
(T) - TRAILER
(OR) - OFF ROAD
(H) - HEAVY
(S) - STEER
(D) - DRIVE
(AT) - ALL TERAIN
(MT) - MUD TERAIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-448-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	
INSURED 058-740-2 TYRES INTERNATIONAL INC 4637 ALLEN RD STOW, OH 44224-1037		INSURER B: FEDERATED SERVICE INSURANCE COMPANY 28304 INSURER C: INSURER D: INSURER E: INSURER F:	

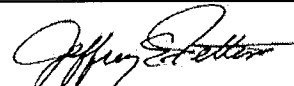
COVERAGES **CERTIFICATE NUMBER: 59** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	0768027	03/12/2017	03/12/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	0768027	03/12/2017	03/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0768008	03/12/2017	03/12/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9260323	03/12/2017	03/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 POLICY COVERAGE AS OF 06/17/2017

TRUCKEE MEADOWS WATER AUTHORITY IS ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER 058-740-2 59 0 TRUCKEE MEADOWS WATER AUTHORITY PO BOX 30013 RENO, NV 89520-3013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 0768027

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
 CONTRACTORS - SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
TRUCKEE MEADOWS WATER AUTHORITY ATTN PURCHASING AND CONTRACTS P O BOX 30013 RENO NV 88520	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO TIRE MOUNT AND DISMOUNT/SERVICE CALLS FOR CERTHOLDER.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

TYRES INTERNATIONAL INC
 4637 ALLEN RD
 STOW OH 44224