

"SAMPLE AGREEMENT"
HEAVY CREW TRUCK LINE BODY AND ACCESSORIES INSTALLATION
TMWA Project No.: 2018-017
PURCHASE AGREEMENT
(NRS 332)

THIS EQUIPMENT/PRODUCT PURCHASE AND INSTALLATION AGREEMENT (also herein referred to as "Contract"), made and entered into this _____ day of _____, 20____, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and _____, hereinafter called the "Supplier".

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

Article 1 Scope of Work

The Supplier shall provide equipment/product for the Heavy Crew Truck Line Body and Accessories Installation ("Heavy Crew Truck") and provide all of the equipment and services described in the specification prepared by TMWA (Exhibit "A" attached hereto) and as amended by specific addenda, and shall do everything required by this Agreement in furnishing the Heavy Crew Truck.

Delivery of the Heavy Crew Truck shall be to TMWA's Corporate Boulevard Yard located at 1355 Capital Boulevard, Reno, Nevada.

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

Supplier agrees to deliver the Heavy Crew Truck, in a good and satisfactory condition, pursuant to the Specification to the TMWA Corporate Boulevard Yard site located at 1355 Capital Avenue, Reno, Nevada no later than one hundred forty-five (145) days following the issuance of the Notice to Proceed, unless otherwise agreed to between the parties, which is the Guaranteed Delivery Time as defined in the Bid Package.

TMWA and Supplier recognize that time is of the essence of this Agreement.

Article 3 The Contract Sum

TMWA shall pay Supplier, as full compensation for furnishing the Heavy Crew Truck, services, and other specified items in accordance with the Contract Documents and to the satisfaction of TMWA, the lump sum amount of: _____ **Dollars (\$0.00).**

Article 4 Payment

Payment for the Heavy Crew Truck item described on the Bid Schedule will be made within 30 days of the later of: i) inspection by TMWA and acceptance of delivery of such Heavy Crew Truck; or ii) receipt of an invoice for the Heavy Crew Truck item.

Article 5 Acceptance and Final Payment

Testing and acceptance of the Heavy Crew Truck shall be as specified in the Specifications, Bid and Contract Documents. Acceptance of final payment by the Supplier shall constitute a full waiver and release by the Supplier of all claims against TMWA arising out of or relating to this Agreement.

Article 6 The Contract Documents

The following is an enumeration of the Contract Documents that are fully a part of the Contract as if herein repeated:

1. Bid Documents and Bid Form
2. Agreement
3. Specifications
4. Pictures
5. Addenda

Article 7 Warranty

Supplier warrants that the Heavy Crew Truck furnished under the Contract will be of good quality and new and that the Heavy Crew Truck will be free from defects and will conform with the requirements of the Specifications, Bid and Contract Documents.

Article 8 Indemnification/Hold Harmless

Notwithstanding any provision to the contrary in the Contract Documents, TMWA waives any requirement that the Supplier on this bid provide insurance (other than property insurance insuring risk of loss until delivery and acceptance by TMWA) in connection with the delivery of the Heavy Crew Truck.

Article 9 Performance Bond (*Not Required*)

Article 10 Termination

In addition to other provisions of this Agreement, TMWA may terminate the Agreement in accordance with the procedures specified in the Bid Documents, Bid Form, Specifications and Contract upon giving Supplier seven day notice in writing.

