

PO Accounting Date: 8/25/2015

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

Purchase Order # **PO-001794**

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

Jensen Enterprises Inc
 DBA: Jensen Precast
 825 Steneri Way
 Sparks NV 89431

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		
				000217		
Date Ordered	Date Requested	Freight Method/Terms				
8/25/2015	10/31/2015					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	Precast Vaults and Catch Basin - 332 Public Bid - TMWA Project #2016-002 awarded to responsive and responsible bidder - S. Estes TMWA Project Representative (Supp - 332 Bid) 10-0002 - 1-7350-30-3010	140458.00	usd	1.00		\$140,458.00
 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 **\$140,458.00**

**PRECAST CONCRETE VAULTS AND CATCH BASINS FOR THE
ARROWCREEK DROUGHT RESPONSE PROJECT
PURCHASE AGREEMENT
TMWA PROJECT NO.: 2016-002
TMWA CAPITAL PROJECT NO.: 10-0002
(NRS 332)**

THIS EQUIPMENT/PRODUCT PURCHASE AGREEMENT (also herein referred to as "Contract"), made and entered into this 27 day of AUGUST, 2015, by and between the Truckee Meadows Water Authority hereinafter called "TMWA" and **Jensen Enterprises, Inc. dba Jensen Precast, 625 Bergin Way, Sparks, NV 89431**, 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 precast concrete vaults and catch basins will be installed at the Zolezzi Lane, Arrowcreek and Copper Cloud pump station sites in Reno, Nevada, by third parties.

Supplier shall deliver the Equipment directly to the job sites from the manufacturer's yard as called for and coordinated by the Owner's construction contractor. Manufacturer shall not move vaults and boxes after setting the sections in its yard for storage until delivered to the job sites.

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 the job sites from the manufacturer's yard as called for and coordinated by the Owner's construction contractor. Manufacturer shall not move vaults and boxes after setting the sections in its yard for storage until delivered to the job sites no later than **Forty-Five (45) days following the issuance of the Purchase Order, 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 and that TMWA will suffer financial loss and sustain extensive damages if the Equipment is not delivered by the Guaranteed Delivery Date, as may be extended in accordance with the

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

Article 3 The Contract Sum

TMWA shall pay Supplier, as full compensation for furnishing the Equipment, services, and other specified items in accordance with the Specifications and Contract Documents and to the satisfaction of TMWA, the lump sum amount of: **One Hundred Forty Thousand Four Hundred Fifty Eight Dollars (\$140,458.00)**.

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

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. Plans
5. 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: 8-26, 2015 By: *Mary Lee*
General Manager

ATTEST: _____
TMWA Clerk

Dated: 8-24, 2015 Supplier: Jensen Enterprises, Inc. dba Jensen Precast
By: *Kurt Jensen*
Name: KURT JENSEN
Title: SEC.

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On this 24th day of AUGUST, 2015, personally appeared before me, a Notary Public, Kurt Jensen, who acknowledged to me that he/she executed the foregoing Agreement for Equipment/Product as the authorized representative of the Supplier.

Michelle Amos
Notary Public



ATTACHMENT "A"

SECTION 03480

PRECAST UTILITY VAULTS AND CATCH BASINS

PART 1 GENERAL

1.1 DESCRIPTION

The work of this section consists of furnishing precast concrete utility vaults with access hatches for flow meters, process equipment and other services, as well as catch basins. All precast items are as indicated below in the procurement table.

Table 1 – Precast Vault/Catch Basin Schedule

Vault Description	Quantity	Options
5'-0" x 5'-0" x 7'-6" deep Precast Concrete Mag Meter Vault	1	5'-0" x 5'-0" (Clear Opening) AL Double Access Hatch, Spring Assisted, H-20 Rated. Access Ladder with Ladder-up Option
5'-0" x 5'-0" x 7'-0" deep Precast Concrete Mag Meter Vault	3	5'-0" x 5'-0" (Clear Opening) AL Double Access Hatch, Spring Assisted, H-20 Rated. Access Ladder with Ladder-up Option
6'-0" x 6'-0" x 10'-6" deep Precast Concrete Bladder Surge Tank Vault	2	6'-0" x 6'-0" (Clear Opening) AL Double Access Hatch, Spring Assisted, 300 PSF Rated. Provide a minimum of (1) 12 inch grade rings for height adjustment. Access Ladder with Ladder-up Option and Fall Protection
8'-0" x 6'-0" x 7'-8" deep Precast Concrete Booster Pump Control Valve Vault	3	6'-0" x 6'-0" (Clear Opening) AL Double Access Hatch Spring Assisted, H-20 Rated. Access Ladder with Ladder-up Option
4'-0" x 4'-0" x 7'-0" deep Precast Concrete Pressure Relief Valve Vault	2	4'-0" x 4'-0" (Clear Opening) AL Single Access Hatch, Spring Assisted, H-20 Rated. Access Ladder with Ladder-up Option
48" square x 48" deep Precast Concrete Drop Inlet	1	48" Square (Clear Opening) with Galvanized Steel Grating.
16" square x 24" deep Precast Concrete Drop Inlet	1	16" Square (Clear Opening) with Galvanized Steel Grating.
6'-6" x 4'-0" x 8'-0" deep Precast Concrete PRV & Pressure Relief Valve (Welcome Way)	1	6'-6" x 4'-0" (Clear Opening) AL Double Access Hatch, Spring Assisted, H-20 Rated. Access Ladder with Ladder-up Option
36" square x 42" deep Precast Concrete Drop Inlet.	1	36" Square (Clear Opening) with Galvanized Steel Grating
Please Note: Minimum access hatch size and style are shown on the drawings (nominal clear opening shown, provide additional length/width as necessary to form a complete frame).		

1.2 SUPPLIER COORDINATION REQUIREMENTS

- A. The supplier shall store the vaults at the manufactures yard and deliver the vaults directly to the job site as coordinated by the low-bid Contractor.

1.3 SUBMITTALS

- A. Submit manufacturer's literature and drawings showing complete layout, dimensions, design loadings, materials of construction, etc.
- B. For all precast items which are manufactured, the Contractor shall also submit a list of the design criteria used by the manufacturer.
- C. The Contractor shall submit test reports for all lifting inserts, showing allowable design loads on the inserts.
- D. Verification of compressive strength shall be submitted. Such verification may be laboratory trial batch test results with a minimum of three test cylinders or a series of production compression tests with a minimum of 20 sets of test data which fall within the evaluation and acceptance criteria specified herein. Such tests must have been made within the previous two years on the identical concrete mix submitted.
- E. For vaults larger than 4'-6" in any dimension, drawings and calculations shall be signed by a civil engineer registered in Nevada.

1.4 QUALITY ASSURANCE

- A. Test methods and criteria for evaluation and acceptance of concrete shall be per latest edition of the Standard Specifications for Public Works Construction.

PART 2 MATERIALS

2.1 VAULT AND CATCH BASIN DESIGN

- A. Design Loads: Design loads shall consist of live load, dead load, impact load, hydrostatic load, and other loads that may occur. Live loads shall be for H-20 and/or H-20-S16-44, or as required, per A.A.S.H.T.O. Standard Specifications for Highway Bridges with revisions. Design wheel loads shall be SIXTEEN (16) KIPS.
- B. Forms: All forms used in placing concrete shall be sufficiently designed and braced to maintain alignment under pressures of concrete placement.
- C. Concrete:

1. Aggregates used in the concrete mix either coarse or fine, excluding light-weight aggregates, shall conform to specifications as outlined by ASTM C 33.-64.
 2. All light-weight aggregates, fine or coarse, shall conform to specifications as outlined by ASTM C 330-64T.
 3. Both types of aggregates shall be properly graded and free of any deleterious substances so as to produce a homogeneous concrete mix when blended with cement.
- D. Cement: The cement shall be Type II/V low alkali Portland Cement and shall meet ASTM C150.
- E. Compressive Strength: Sufficient cement content shall be used per batch so as to produce a minimum strength of 4,000 psi at 28 days, or other strength by design when required.
- F. Batching: A central batching facility shall be used to assure accurate weighing and mixing of materials to obtain a suitable concrete mix.
- G. Placing: Concrete shall be prepared from properly proportioned parts of sand, aggregate and cement with sufficient water to produce a concrete mix of uniform quality and slump. Handling from the mixer or the transport vehicle to the forms for deposit will be in a continuous manner, as rapidly as practicable without segregation or loss of ingredients, until the unit or segment pouring is completed. Compaction by either external or internal mechanical vibration shall be used during the placement of the concrete mix.
- H. Curing: Concrete still in the forms may be steam cured after an initial set has taken place. Steam temperature shall not exceed 160°F, nor raised from normal ambient temperature at a rate exceeding 40°F per hour. Steam curing shall be considered complete after sufficient time has elapsed to produce adequate strength to withstand any structural strain that may be caused during the form stripping operation. Additional curing may be applied by means of water spraying or membrane curing compound to reach the ultimate strength requirements.
- I. Reinforcing Steel: All reinforcing steel, including welded wire mesh, shall be of the size and installed in the location required for design loads. All reinforcing shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be intermediate grade, or as specified, billet steel conforming to ASTM A 615.
- J. Preformed Joint Sealant: The joint sealing compound shall be Quik-Seal, a preformed, cold applied, ready to use plastic joint sealing compound as supplied by Quikset Utility Vaults, Santa Ana, California; Ram-Nek by Henry Company; or approved equal.
- K. Water Proofing: The exterior of all below grade vaults should be water proofed. External concrete water proofing shall be per IBC 1805.2 and be either HLM 5000 as manufactured by BASF, HE793 as manufactured by Henry Company or TMWA approved equal.

2.2 UTILITY VAULTS

- A. Dimensions shall be as provided in the above schedule. All vaults shall be closed bottom.

B. Access Hatch:

1. Style: Door leaf shall be a minimum ¼ -inch aluminum diamond pattern plate. Aluminum shall be designed for H-20 traffic loading, unless otherwise noted in the schedule (300 PSF), as described herein. Bolt down, drag off type, unless specified to be hinged with spring or torsion assist, in the schedule above. Hatches with openings greater than 36-inches in the long dimension shall be double leaf type.
2. Hinged spring assist vault cover: Where called for in the schedule, vaults shall be provided with spring or torsion assisted two-piece aluminum covers. unless specified otherwise, covers shall be designed for H-20 traffic loading and equipped with heavy duty hinges with stainless steel pins, and automatic hold open arm with release handle, and compression spring operators for ease of operation and to act as a check in retarding downward motion.
3. Frame: ¼ -inch extended aluminum channel with bend down anchor tabs around perimeter. A continuous EPDM gasket shall be mechanically attached to the frame.
4. Hardware :
 - a. Hinges: Equipped with heavy forged aluminum hinges with 1/4-inch diameter stainless steel pins.
 - b. Lock: Snap lock with removable handle mounted on door leaf.
 - c. Grip Handle: Provide vinyl grip handle designed to release cover for closing.
 - d. Operating Mechanism: Compression spring tubes designed for ease of operation and automatic hold-open arm with release handle.
 - e. Provide 1 ½ -inch drainage coupling located in front right corner of channel frame where drainage is not allowed within structure as scheduled.
 - f. Minimum access hatch size and style are shown on the drawings (nominal clear opening shown, provide additional length/width as necessary to form a complete frame).
5. Finishes:
 - a. Aluminum: Manufacturer's standard mill finish.
 - b. Aluminum in contact with dissimilar metals and concrete: Manufacturers standard bituminous coating.
 - c. All hardware shall be 316 stainless steel.
6. Manufacturers:
 - a. H-20 Rated Cover shall be Bilco Model JD-AL-H-20, Halliday Products, Jensen MetalTech, or approved equal.
 - b. 300 PSF Rated Covers shall be Bilco Model JD-AL or J-AL, Holliday Products, Jensen Metal Tech, or approved equal.

C. Ladder Options:

1. Internal Ladder

- a. The ladder rungs shall have a non-slip traction surface and internal stainless steel safety bar. The ladder shall meet or exceed OSHA General Industry Standards, Part 1910.27 for "Fixed Ladders". If the ladder depth is over 15' (as shown on the drawings) or scheduled below, install a safety rail with harness and pull up access pole. For ladders less than 15' depth, install a head hazard deflector plate. Ladders shall be compliant with OSHA §1910.27 and 1926.1053.

2. Ladder Safety Post

- a. All floor and vault hatches shall be furnished with a safety post. The ladder safety post shall be pre-assembled from the manufacturer.
- b. Performance characteristics:
 - 1) Tubular post shall lock automatically when fully extended.
 - 2) Safety post shall have controlled upward and downward movement.
 - 3) Release lever shall disengage the post to allow it to be returned to its lowered position.
 - 4) Post shall have adjustable mounting brackets to fit ladder rung spacing up to 14" on center and clamp brackets to accommodate ladder rungs up to 1-3/4" in diameter.
- c. Post: Shall be manufactured of high strength square tubing. A pull up loop shall be provided at the upper end of the post to facilitate raising the post.
- d. Material of construction: Post shall be steel or aluminum.
- e. Balancing spring: A stainless steel spring balancing mechanism shall be provided to provide smooth, easy, controlled operation when raising and lowering the safety post.
- f. Hardware: All mounting hardware shall be Type 316 stainless steel.
- g. Finishes: Factory finish shall be black enamel steel, hot dip galvanized steel, or mill finish aluminum.

D. Fall Protection

1. Netting with hooks (only install where shown in table or on drawings):
 - a. A safety net manufactured from high strength polyester netting that has been tested and certified to meet the current OSHA standard 1926.502 (c) (4) (i) drop test.
 - b. All stainless steel 316 hardware, hooks and anchors.
 - c. A permanently attached metal tag with the following information: net manufacturer's name, identification of net material, date of manufacture, date of prototype test, name of testing agency, and serial number.
 - d. Manufacturer shall provide a twenty-five year warranty against defects in material and workmanship.

E. Vault Manufacturers:

Brooks Products, Inc., Stockton, CA; Jensen Precast, Sparks, NV; Utility Vault Co.; or equal.

F. Warranty

Hatch manufacturer shall provide 25 year warranty against defects in materials and Workmanship.

2.3 CATCH BASINS

- A. Catch Basins shall be as detailed in the schedule. Catch Basin inlets shall have progressive webbed knock-outs to provide maximum flexibility, permitting pipe of any size to be neatly and quickly grouted at the job site. All reinforcing steel shall meet ASTM specifications.
- B. Catch Basin Grating: Galvanized steel parkway grate, full H-20 traffic rating and bicycle safe.
- C. Manufacturers: Brooks Corporation, Model CB-3636; Christy Concrete Products, Inc., Hayward, CA; Jensen Precast, Sparks, NV or equal.

PART 3 EXECUTION (BY OTHERS)

3.1 INSTALLATION

Vaults shall be installed as shown on the contract drawings and as recommended by the Manufacturer. Vaults shall be placed on stable, compacted drain rock or Class II aggregate base as shown in the contract drawings. Install level with top at grade in roadways and/or as shown in contract drawings.

3.2 PRECAST CONCRETE SECTIONS

Precast concrete sections shall be set so as to be vertical, with sections in true alignment. The joint of the previously set section shall be covered with mortar and joint sealant before the next section is placed. Before the mortar is set, joints shall be pointed, and exterior joints shall be thoroughly tooled so as to be slightly concave with a hard polished surface, free of cracks, interior joints shall be tooled flush in a similar manner.

3.3 PRECAST CONCRETE STRUCTURES

The above-mentioned precast items shall be installed in accordance with the manufacturer's recommendations, unless otherwise required by the contract drawings. All joints shall be sealed by the use of preformed sealant (Ramnek) and mortar or non-shrink grout so as to be watertight.

3.4 CONNECTIONS

Unless shown otherwise on the Plans, connections to manufactured precast items shall be made by core drilled holes through the precast item by lower bid contractor.

END OF SECTION

Precast Vaults

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