

Addendum No. 1
Fleish Tunnel Project
PWP Bid No. WA-201-184
June 3, 2014

The following information, clarifications, changes and modifications are by reference incorporated into the bid documents for the above referenced project. Any work item or contract provision not changed or modified will remain in full force and effect.

Changes

Change No. 1: In an effort to allow bidders to more-accurately and completely address all addendum items, the bid due date has been extended by one week. **Bids are now due at 10:00 AM Pacific Time on Tuesday June 17th, 2014.** The substantial and final completion times have been revised to one hundred forty nine (149), and one hundred seventy six (176) calendar days, respectively.

Change No. 2: Substantial and Final Completion Dates have also been extended as follows:

Substantial Completion Date – One Hundred Forty-Nine (149) calendar days from the issuance of the Notice to Proceed; on or about December 3, 2014

Final Completion Date – One Hundred Seventy-Six (176) calendar days from the issuance of the Notice to Proceed; on or about December 30, 2014.

Change No. 3: Please be advised that the question cut-off date for this project is 3 business days before the bid due date which is end of business June 11, 2014. Thank you in advance for directing all questions, items of clarification, etc., in writing to:

Maria I. Dufur
Purchasing and Contracts Administrator
P.O. Box 30013
Reno, NV 89520
mdufur@tmwa.com
(775) 834-8056

Clarifications

Clarification No. 1: The Engineer's Estimate for the Fleish Tunnel remains \$2.25M to \$2.75M, and this represents the line item in TMWA's Capital Projects budget allocated for this work. If actual bid prices vary from the estimate, then the bids will be evaluated on their responsiveness, merit and actual prices. There is some flexibility in the budget to prioritize projects if TMWA determines it to be appropriate, necessary, and in the best interest of TMWA.

Risk assessment and evaluation of options has shown that construction of the Fleish Tunnel is essential for both short-term liability and safety reasons, and also for long-term cost reasons. It is TMWA's intent to complete the project as scheduled this year.

Clarification No. 2: Determining hours of operation, length of shifts, and numbers of crews will be left to the Contractor. It is in the best interests of both TMWA and the Contractor to complete the work as efficiently and effectively as possible. Therefore, scheduling of the Work will be at the Contractor's discretion.

Clarification No. 3: Bidders are to assume that all storm and construction water related to tunneling and construction activities is to be pumped and discharged to the Steamboat Ditch. If during the course of the Work it is determined that other options are available to dispose of construction water, they will be explored at that point. Under no circumstances is construction water to enter the Truckee River.

Clarification No. 4: Section 02050 of the Technical Specifications lists specific requirements for the Engineer's Office. There is concern that an office of the specified size may not be deliverable to the site. Bids shall include the Engineer's Office as specified, and a smaller office that is more-easily delivered to the site may be negotiated after the contract has been awarded.

Clarification No. 5: Trees stumps in the laydown/staging area will be cut as close to existing ground level as practicable with a chainsaw. A stump grinder will not be utilized. If a Contractor requires stumps to be ground, he shall include this work in Bid Item A1.

Clarification No. 6: Bidders shall assume that the powder magazine will be located in the laydown/staging area. If after the contract is awarded it is determined that a more-suitable magazine location is appropriate, an alternate location may be considered with the approval of the Project Representative.

Clarification No. 7: The Contractor will not be responsible for tree replacement or revegetation within the stockpile area. TMWA will provide any tree planting and revegetation as may be required as a condition of the Nevada SWPPP.

Clarification No. 8: Compliance with all laws, regulations, and requirements related to blasting shall be the responsibility of the Contractor. This includes blasting permits, Coordination with the Federal Highway Administration, Caltrans, and the Union Pacific Railroad, and any other requirements applicable to this Project.

Clarification No. 9: If a bidder would like to make a follow-up site visit, please contact Maria Dufur (775 834-8056) to make arrangements.

Clarification No. 10: Snow removal will be considered extra work and shall not be included in the bid. The successful contractor will be compensated for snow removal per Section 7 of the General Conditions on a T&M basis, with approval of the Project Representative. TMWA may elect to provide snow removal from access roads under separate contract.

Clarification No. 11: Any conversations related to the Project during the pre-bid meeting and site visit that have not been addressed in writing via an addendum shall not be considered to be part of the contract documents unless a written follow-up is included in this addendum.

Questions and Responses

Question No. 1: The Bid Forms include a repeat of bidder information, licensing information, disclosure of principals, management and supervisory personnel, and references that were all part of the prequalification package that have been submitted for review. Is it really necessary to provide this information again?

Response to Question No. 1: Yes, all the bid forms must be filled out in their entirety for the bid to be considered responsive.

Question No. 2: The Bidding Procedures on the TMWA web site states the TMWA is exempt from sales tax on all regular purchases of supplies, equipment and services pursuant to NRS 372.325. Taxes are not to be included in any proposal. How will this apply to a contract where materials and services are provided from local vendors in the State of Nevada and incorporated into work in the State of California.? Is TMWA exempt from state sales taxes in California? Will the contractor have to include all sales taxes in their estimates?

Response to Question No. 2: TMWA is a tax-exempt entity, but this exemption does not extend to contractors performing work for TMWA. Bidders must include all taxes (Nevada, California, Federal, or other) in their bid prices. The reference on TMWA's website related to proposals under NRSNRS 372.325 refers to TMWA's purchase of materials directly from vendors or suppliers, not to the public works bidding process.

Question No. 3: Will an electronic format of the contract documents be made available? This will allow getting quotes from subs in a timely manner and unnecessary scanning and sending plans and spec's.

Response to Question No. 3: TMWA does not allow for any public posting(s) of its public bid projects, including Fleish Tunnel, on any public website other than TMWA's official website located at http://tmwa.com/about_us/doingbusinesswithtmwa. As you may have noticed, the information on TMWA's website does not include project spec book(s) or plan sheet(s) in adherence with TMWA policy and Homeland Security measures. Subcontractors and suppliers must purchase plans and specifications through one of the locations listed in the Invitation to Bid.

Question No. 4: Will survey company need to be a registered survey company in the State of Nevada as well, or will a Nevada registered surveyor be acceptable for the work?

Response to Question No. 4: As required during the pre-qualification process, The Chief Surveyor shall be a licensed land surveyor or Civil Engineer registered in the state of California who has at least two (2) years' of underground experience within the last five (5) years of surveying, shall be in charge of the entire Project's surface and underground surveying. Nevada registration is not required.

Question No. 5: Please clarify how the Bid Item E4 will be measured and how it relates to the project drawings for the Type 1 tunnel liner on drawing 5.0 (sheet 15 of 18).

Response to Question No. 5: Bid Item E4 is broken up into three parts, E4.1, E4.2, and E4.3. E4.1 represents the theoretical amount of 100CY of shotcrete that was calculated to be applied to the tunnel walls to a height of 8.5-ft. At the discretion and direction of the Owner, additional shotcrete may be applied to improve tunnel hydraulics. In the event more than the theoretical quantity of 100CY but less than 150 CY is applied, the unit cost in Bid Item E4.2 will be used. And if between 150CY and 200CY of shotcrete is applied, it will be paid at the unit price in E4.3. All payment will be based on actual quantities applied.

Question No. 6: Will builders risk insurance be required?

Response to Question No. 6: Yes, builders risk insurance will be required. Per Section 2.K.5. of Exhibit A of the Pre-Qualification Application, "...The Contractor shall purchase and maintain property insurance (builders risk) upon the work at the site to the full insurable value. This insurance shall include the interests of the Owner, Owner's designated representative, Contractor, Subcontractors, Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Contractor is responsible for the deductible for any claim made against the policy."

Question No. 7: Please clarify - In the insurance coverage in 5.02 Insurance G, page 00700-21 G2 Commercial General Liability, the statement "There shall be no endorsement limiting the scope of coverage for liability arising out of..." Two of the items listed for this are pollution and employment related practices. Both of these are excluded by the general liability policy form CG 0001 (12-04) you asked for earlier in this section and are not available under a general liability policy in the insurance marketplace. You then go on to require a pollution policy which takes care of that coverage. Will employment practices liability be removed from this section?

Response to Question No. 7: No, employment-related practices liability requirements will not be removed from the Commercial General Liability Insurance section 00700 5.02 G2 however, since TMWA is requiring separate Contractors Pollution Liability Insurance under 00700 5.02 G4, the contractor will not be required to provide the coverage for pollution under the Commercial General Liability Insurance section.