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Addendum No. 1
INNOVATION WELL PH 1 – DRILLING AND CONSTRUCTION
PWP Bid No. WA-2015-020
January 5, 2015

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. The bid date and time and construction schedule remain the same.

CLARIFICATION

Attached is the 4-page Supplementary Condition Document. Only 2 of the 4 pages were posted to TMWA's website and the corrected and entire Supplemental Condition Document is now included in the bid documents, and also attached hereto for reference purposes.

Section 00800
SUPPLEMENTARY CONDITIONS

ARTICLE 1: GENERAL

1.01 General

- A. These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below.
- B. All provisions which are not so amended or supplemented remain in full force and effect.

1.02 Project Representative and Engineer

- A. The Project Representative is the sole point of contact for the Contractor on matters relating to the Work. References to “Engineer” in the Specifications shall be understood to mean the Project Representative. The Project Representative for this Project is John Woods, jwoods@tmwa.com, 720-8172
- B. The Engineer for this project is Chris Struffert, cstruffert@tmwa.com, 834-8047.

ARTICLE 2: CONTRACTOR’S INSURANCE Not Used

ARTICLE 3: PERMITS

3.01 General

- A. Refer to Article 6.06 “Permits” of the General Conditions for requirements governing responsibility for obtaining permits and paying permit fees.

3.02 Construction Site Stormwater Permit

- A. Refer to Article 6.14 “Construction Site Stormwater Control” of the General Conditions for additional requirements.
- B. The estimated area of land that will be disturbed by the Project is less than one acre therefore the Contractor is not required to prepare a SWPPP or file a NOI with NDEP.

3.03 Dust Control Permit

- A. Refer to Article 6.15 “Dust Control” of the General Conditions for additional requirements.
- B. The estimated area of land that will be disturbed by the Project is less than one acre therefore TMWA will not obtain a dust control permit from the Washoe County Health District.

ARTICLE 4 ACCESS TO WORK SITE

4.01 General

- A. Refer to Article 4.01 of the General Conditions for general requirements governing availability of lands.
- B. The Contractor, and not TMWA or its representatives, shall be responsible for exercising reasonable precautions for the safety of employees on the work site and complying with any applicable provisions of federal, state, and municipal safety laws and building and construction codes. The Contractor shall promptly report to the TCM all accidents involving the Contractor's employees.
- C. Safety of the public shall be provided for at all times while work is in progress including weekends, holidays, and after working hours. The Contractor shall plan his operations to insure a safe work area for employees and the public.

ARTICLE 5: DOCUMENTS FOR CONSTRUCTION

5.01 General

- A. TMWA will prepare conformed Specifications for construction that incorporate all addenda issued during bidding.
- B. TMWA will provide up to six sets of the conformed documents to the Contractor for use during construction. Additional sets can be obtained at cost.
- C. Only conformed documents shall be used for construction. TMWA will not compensate the Contractor for incorrect work done as a result of not using the conformed Drawings and Specifications.

5.02 Ownership of Documents

- A. Per Article 3.06 “Ownership and Return of Contract Documents” of the General Conditions, ownership of the Contract Documents remains with TMWA. All copies shall be returned to the Project Representative before payment will be made for demobilization and before a Notice of Completion will be filed.

ARTICLE 6: PROJECT CLOSEOUT

6.01 General

- B. Refer to Article 7.06 “Retention and Final Payment” of the General Conditions for additional information.
- C. Project closeout starts when the Contractor submits a letter to the Project Representative stating that the Project is complete and requesting release of retention.
- D. The project closeout process is part of the Work and must be completed within the specified Contract Time.

6.02 Procedures

- A. Upon receipt of the Contractor's letter, the Project Representative will determine if the Project has been completed as required by the Contract Documents. To be considered complete:
1. The Project shall be in service or be ready to be placed in service.
 2. All punch list items shall be completed to the satisfaction of the Project Representative.
 3. The final conforming Change Order shall be signed by the Contractor and be ready for execution by TMWA.
 4. The retention release pay request shall be submitted and approved by the Project Representative.
 5. The Record Drawing set shall be submitted and approved by the Project Representative.
 6. All copies of the Contract Documents shall be returned to the Project Representative.
 7. All conditions of the Project permits shall be fulfilled. Evidence of acceptance or sign off by each permitting agency shall be submitted to the Project Representative.
 8. The following items shall be submitted and approved by the Project Representative:
 - i. Warranties.
 - ii. Test reports and certifications.
 - iii. Operation and Maintenance manuals.
 - iv. Spare parts.
 - v. Special tools.
 - vi. If the Contractor utilized other property for staging, equipment storage, stockpiling, or similar uses, a written statement from each property owner stating that all provisions of the agreement between the Contractor and property owner have been complied with.
- B. If the Project is complete, the Project Representative will submit the required documentation to TMWA's Contracts Administrator and request that the Notice of Completion be issued. The one year warranty required by Article 6.18 "Warranty" of the General Conditions shall start on the date of the Project Representative's determination that the project is complete.
- C. If the Project is not complete, the Project Representative will notify the Contractor in writing of items that need to be completed or submitted before the Project will be considered complete.

ARTICLE 7: PROJECT MILESTONES

7.01 General

- A. Refer to Article 3 of the Agreement, the Definitions contained in the General Conditions and Article 2.05 of the General Conditions for additional information.
- B. Time is of the essence on this construction Contract and the Work shall be one hundred percent (100%) complete no later than the date specified in the Agreement. As defined in the Agreement, the Time of Completion is based on a specific number of calendar days after the date of the Notice to Proceed (NTP).
- C. The date of the NTP begins the Contract Time. Contract Time is defined in the General Conditions. Contractor shall not move onto, store materials, or perform any work at the site prior to the Notice to Proceed. Any mobilization of labor, material or equipment by Contractor prior to TMWA issuing the Notice to Proceed is done at the sole risk and expense of the Contractor, and shall not modify the Contract Time. The allotted Contract Time includes all preliminary Work tasks including permits, surveying, potholing, submittals, etc.

The tentative overall project schedule is shown below. The actual project schedule may be slightly different depending upon whether the milestones below are met.

Advertise - Plan Set Distribution	January 2, 2015
Pre-Bid Meeting	None Required
Bids Due	January 27, 2015
Recommendation of Award Issued	January 28, 2015
Pre-Construction Meeting	February 11, 2015
Notice to Proceed	February 11, 2015
Start Construction	February 11, 2015
Work 100 Percent Complete	March 25, 2015

END OF SUPPLEMENTARY CONDITIONS