



1355 Capital Boulevard, Reno, Nevada 89502

www.tmwa.com

P.O. Box 30013, Reno, Nevada 89520-3013

Addendum No. 2

2014-2015 Fleish Flume

PWP Bid No. WA-2015-065
February 26, 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.

CLARIFICATION, QUESTIONS AND RESPONSES

Clarifications:

1. **The bid date has been extended by one week. Bids are now due on Tuesday March 10, 2015 at 11:00 AM.** Correspondingly, the anticipated start date will be on or before March 30, 2015.
2. Due to the severe drought and resulting short power generation season this year, TMWA has decided to eliminate the flume tie-ins in order to maximize hydroelectric revenue. This change has affected two Improvement Plan sheets. Please replace Sheets C1 and C2 with the attached.
3. The Engineers Estimate has been revised to \$97,400-\$119,000.
4. Additionally, replace pages 3-5 of the Bid Schedule, the Agreement, the Supplementary Conditions, and the Special Provisions with the revised sections attached hereto.
5. It has been brought to TMWA's attention that there is an error in the bid document on page three. The bid document states that the project is located in Nevada County, California. The project is actually located in Sierra County, California. The corrected Bid Schedule page is attached to this Addendum.
6. There will be no electrical power available at the Verdi lumber yard. Contractors shall provide portable power at this site and include this cost in the appropriate Bid Item.
7. The access road shown on the east side of the proposed flume near the point of tie-in on the north end of the project will be constructed by others prior to this Work.
8. Regarding DIR compliance in California, The registration provisions in California statute SB 854 are not applicable to TMWA, as TMWA is not a California governmental entity.
9. Note that the successful Contractor may not use the tunnel for material transport; all material and equipment must be routed along the upper road as demonstrated during the site visit.

Questions:

Question No. 1: Will you have someone confirm the following:

- a. Load limit on existing bridges within work area. I believe there are 2.
- b. Confirm TMWA will provide the 14' whaler rods with accessories (washers/nuts/4" plate washers).

Response to Question No. 1:

- a. The load limit for both bridges is 25 kips per axle. If heavier axle loads are required, steel plates will raise the limit somewhat. These instances will require further discussion.

Truckee Meadows Water Authority is a not-for-profit, community-owned water utility, overseen by elected officials and citizen appointees from Reno, Sparks and Washoe County.

- b. All hardware including whaler rods are to be provide by the Contractor. TMWA will be providing lumber. A corrected sheet for the appropriate Special Provisions item is attached.

Question No. 2: Section 01030 – Special Provisions, Item 1.07 A States TMWA will also provide whaler rods, Section 01030, Item 1.02 #8 states contractor provides whaler rods. Please clarify.

Response to Question No. 2: See response to Question 1b. above.

Question No. 3: Bid Item #4 has a quantity of 11 Ea. Tall flume substructure supports. Please verify the quantity.

Response to Question No. 3: See the attached revised Bid Schedule for updated quantities.

Question No. 3: As stated on Page 4 of the bid form, under item 6 of the Notes to Bid Schedule, TMWA reserves the right to accept bids in whole or in part. Please advise Engineers Estimate for the project? Please clarify if TMWA will award select bid items to one contractor and award the remainder of the bid items to another contractor?

Response to Question No. 3: Note 6 has been removed.

Question No.4: Please provide the lengths, sizes, and quantity of all material provided by TMWA. What date will all lumber material provided by TMWA be available at the Verdi yard?

Response to Question No. 3: All lumber required to build all flume bents and boxes has been pre-purchased and is currently on the ground in the Verdi lumber yard; the Contractor will not be required to purchase any additional lumber.

Question No. 5: Section 00700 – General Conditions, item 6.07 Submittals - Subsection D, states 15 working days turn around time for review and approval. This amounts to approximately 21 calendar days, which is approximately 31% of the construction duration before material can be ordered. Please review and consider extending project duration to account for submittal review and approval.

Response to Question No. 5: The General Conditions are used for all TMWA projects. For this particular project, submittals will be minimal. TMWA will turn submittals around within two working days. To further expedite the process, TMWA will accept electronic submittals as long as all requirements for format, contractor review, and compliance are met. No additional contract days will be allowed for submittal review.

Question No. 6: Sheet C-3, table 2 – post tie rods listed as 2 each. Each 16' Box Section has 14 each 8"x8"x9' posts. Please verify the quantity of Post tie rod assemblies?

Response to Question No. 5: That is correct. Each flume box will require 14 post tie rods with hardware.

Question No. 7: What is the max load limits that can be supported by the bridge for bringing in material? Is there axle spacing required for trucks, if so what is the limit per axle?

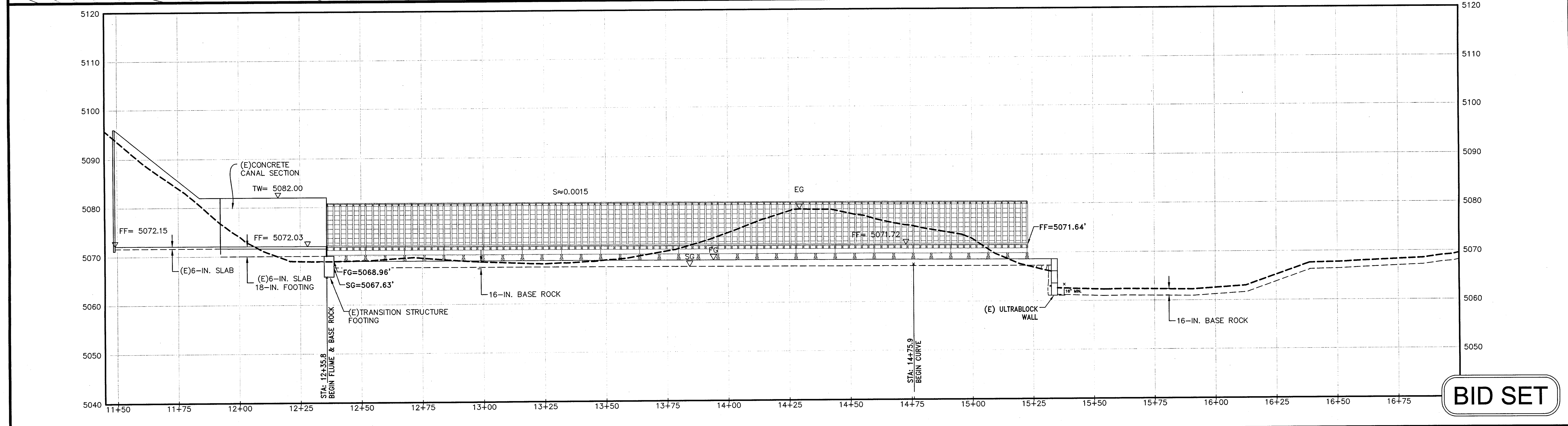
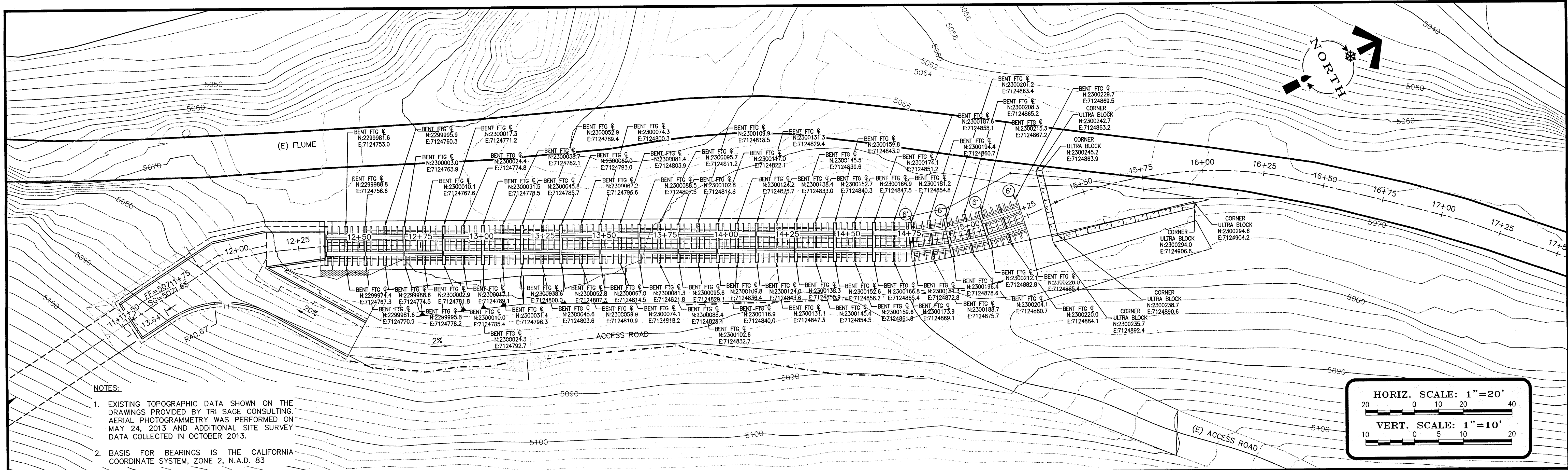
Response to Question No. 7: See response to Question 1a. above. Bridges will support standard 10-wheel dump trucks, redi-mix trucks, and tracked equipment up to a class 450 excavator.

Question No. 8: The bid form we received with our contract documents shows it starting with the Bid Bond document on page 2. Please clarify there is no page 1 of the document?

Response to Question No. 8: That is correct; page 2 is the first page of the bid form.

Question No. 9: Please confirm that the Local Preference Affidavit is merely a preference of the TMWA and is not a requirement by the bidder to adhere to all 4 subsections of the document.

Response to Question No. 9: If a bidder does not want to seek or be eligible to receive a preference in bidding on the project in accordance with NRS 338.1389, the Local Preference Affidavit need not be completed. A bid may still be deemed complete even if the Local Preference Affidavit is not completed or signed; however, Bidders who fail to complete and sign the Local Preference Affidavit will not be considered for, nor eligible to receive, the preference in bidding authorized by NRS 338.1389.



REVISION	DESCRIPTION	BY	APP	DATE	WORK ORDER NO.
1	ADDENDUM #2- DELETED TIE-IN	N/A		02/26/15	20-0014
					DESIGNED CS
					DRAWN TK
					DATE JANUARY 2015
					CHECKED
					SUBMITTED
					RECOMMENDED
					APPROVED

TRUCKEE MEADOWS WATER AUTHORITY
1355 CAPITAL BLVD. / PO BOX 30013
RENO, NEVADA 89520-3013
PH 775-834-8000 / FX 775-834-8003

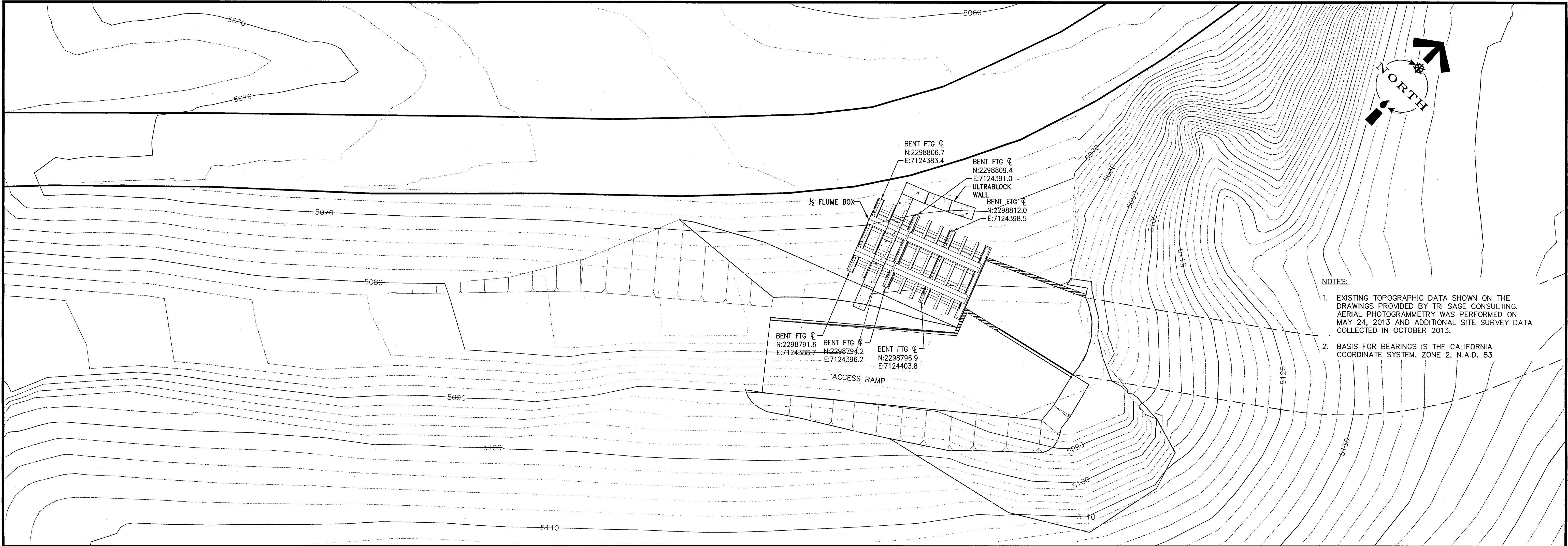
NOT REPRODUCIBLE
PROPERTY OF
TRUCKEE MEADOWS WATER
AUTHORITY, RETURN UPON
COMPLETION OF PROJECT
(Per Homeland Security Act)

FLEISH FLUME
DOWNSTREAM FLUME PLAN & PROFILE

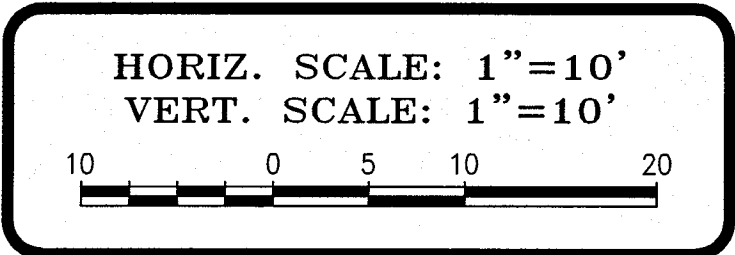
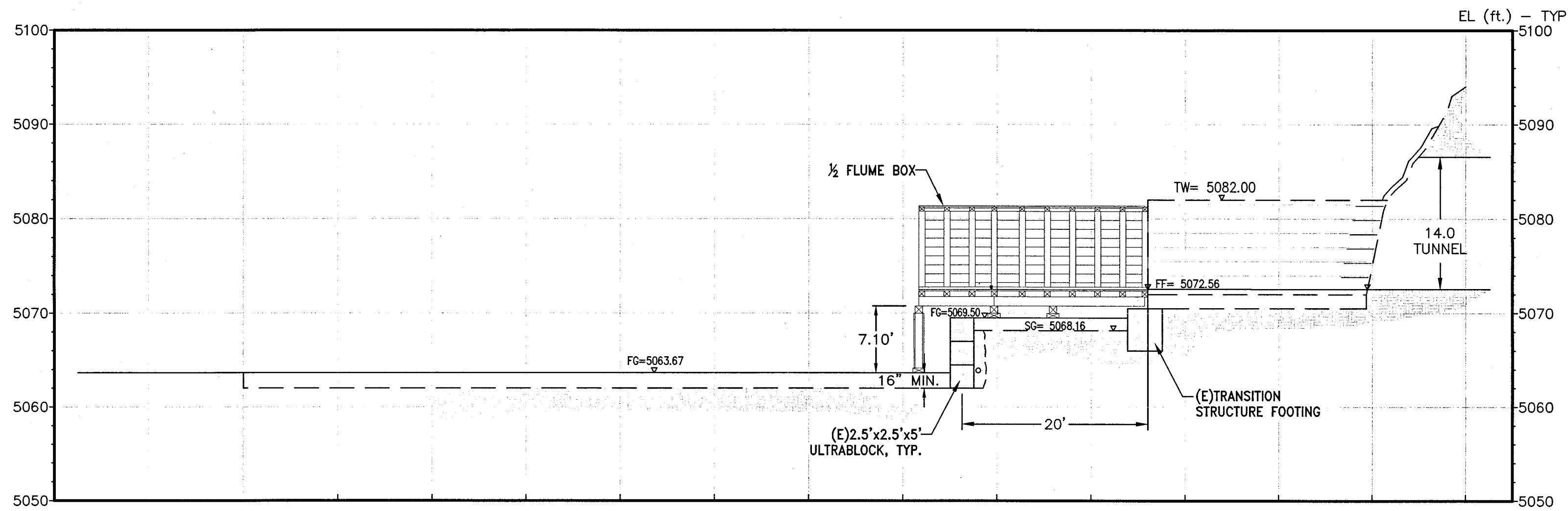
BID SET

SHEET NUMBER
C2
3 OF 6

REGISTERED PROFESSIONAL ENGINEER
No. C056165
Exp. 12/31/16
CIVIL
STATE OF CALIFORNIA
02-26-15



- NOTES:
- EXISTING TOPOGRAPHIC DATA SHOWN ON THE DRAWINGS PROVIDED BY TRI SAGE CONSULTING. AERIAL PHOTOGRAMMETRY WAS PERFORMED ON MAY 24, 2013 AND ADDITIONAL SITE SURVEY DATA COLLECTED IN OCTOBER 2013.
 - BASIS FOR BEARINGS IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, N.A.D. 83



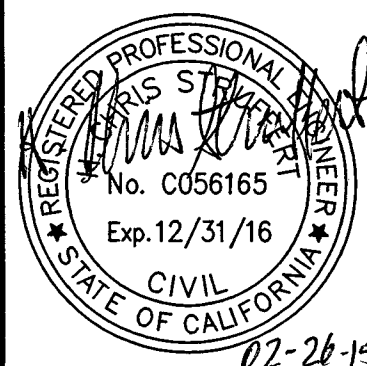
BID SET

REVISION	DESCRIPTION	BY	APP	DATE	WORK ORDER NO.
1	ADDENDUM #2- DELETED TIE-IN	HCS		02/24/15	20-0014
					DESIGNED CS
					DRAWN TK
					DATE JANUARY 2015
					CHECKED
					SUBMITTED
					RECOMMENDED
					APPROVED

TRUCKEE MEADOWS WATER AUTHORITY
1355 CAPITAL BLVD. / PO BOX 30013
RENO, NEVADA 89520-3013
PH 775-834-8000 / FX 775-834-8003

NOT REPRODUCIBLE
PROPERTY OF
TRUCKEE MEADOWS WATER
AUTHORITY. RETURN UPON
COMPLETION OF PROJECT
(Per Homeland Security Act)

FLEISH FLUME
UPSTREAM FLUME PLAN & PROFILE



SHEET NUMBER
C1
2 OF 6

BID SCHEDULE
(Cont)
BID SCHEDULES

PWP #: PWP-WA-2015-065
BID TITLE: 2014-2015 Fleish Flume Rebuild

NOTICE: No substitution or revision to this Bid Schedule form will be accepted. Truckee Meadows Water Authority will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner and/or California regulatory authority if any addendums have been issued. If different, the successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission. *If employees will perform work in both California and Nevada and the two rates differ for similar kinds of labor, the higher of the prevailing wages in Washoe County, Nevada and Sierra County, California shall apply.*

PRICES must be valid for 30 calendar days after the bid opening.

A COPY OF THE "CERTIFICATE" of eligibility to receive a preference in bidding on public works issued to him/her by the State Contractors' Board and (if claiming Locals Preference) the Local's Preference Affidavit (provided above) must be submitted with his/her bid to the Contracts Division for the preference to be considered. These Statutes do not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

BIDDER acknowledges receipt of _____ Addendums.

Item pricing on this schedule is for use in preparing the schedule of values that will be used as a basis for partial payment during construction and for internal TMWA use. Item descriptions are not intended to be all inclusive. Bidders shall include costs for work not specifically mentioned in the most appropriate item.

Refer to Article 7 of the General Conditions for a list of items that may be included in the mobilization bid item.

TMWA reserves the right to perform extra work using time and expense or negotiated lump sum procedures.

The Contract Sum will be adjusted (increased or decreased) for actual quantities per unit price items. Lump sum items will not be adjusted.

Compliance with all permit and environmental requirements is incidental to the Work. No separate bid item, or additional payment provisions, shall be made for operational constraints or conditions placed on the Work by permitting agency requirements.

(signature)

BID SCHEDULE
(Cont)

SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
1. Mobilization/demobilization, insurance, bonds, site cleanup, and any miscellaneous fees.	1	LS		
2. Placement, leveling, and consolidation of structural rock flume foundation along the flume alignment.	312	Linear Feet		
3. Construction of new tall (6'-8' high) flume substructure to support new flume boxes at the tie-ins to the existing flume.	1	EA Bent		
4. Construction of new short (16" ± high) flume substructure for new flume boxes out of the transition structures.	19	EA Box		
5. Construction of new flume boxes on the substructure constructed in Bids Item 3 & 4 above.	19.5	EA Box		
TOTAL BID PRICE				

Total Bid Price Written in Words: _____

Notes to Bid Schedule:

1. Item pricing on this schedule is for use in preparing the schedule of values that will be used as a basis for partial payments during construction and for internal TMWA use. Item descriptions are not intended to be all inclusive. Bidders shall include costs for work not specifically mentioned in the most appropriate item.
2. Refer to "Bid Item Descriptions" section of the bid documents for clear definition of each bid item.
3. TMWA reserves the right to perform extra work using either time and expense, or negotiated lump sum procedures.
4. The Contract Sum may be adjusted (increased or decreased) for actual quantities per the unit price items. Lump sum items will not be adjusted.
5. TMWA will provide all lumber for this project. Contractor will provide all other material (PVC liner, hardware, etc.)

BID ITEM DESCRIPTIONS
2014-2015 Fleisch Flume Rebuild
TMWA Capital Project No. 20-0014

Bid Item Number 1 – Mobilization/demobilization

This item is to include only items necessary and preliminary to performance of the work as listed in the Bid Schedule. Obviously-unbalanced bids may be considered to be unresponsive. See Section 7.01 of the General Conditions for details.

BID SCHEDULE

(Cont)

Bid Item Number 2 –Placement, leveling, and consolidation

This item shall generally include all Work required to prepare the alignment for placement of the flume substructure.

Specifically, this item shall include placement of stabilized rock base including laying of a geotextile material over the prepared subgrade, placement of a 12" course of 8" minus/3" plus clean angular rock. Contractor shall stabilize, and tighten the rock by placing a final 3"-4" course of 1 ½" minus drain rock. Final leveling to finished grade shall be by consolidation with a vibratory plate or roller or other approved means.

Bid Item Number 3 – Construction of elevated flume substructure

This item shall include construction of one "tall" (approximately 6' to 8' tall) flume bent just upstream of the upstream Ultrablock wall. This bent is made up of a deadman footing, four upright timber posts, a bent cap, and bracing per the Improvement Plans. This item also includes surveying to ensure alignment and grade are maintained.

Bid Item Number 4 – Construction of ground-level flume substructure

This item shall include construction of "short" or ground-level flume bents on 8-ft centers in the areas tying in to the existing tunnel transition structures. Each bent is made up of a bent cap placed directly on a deadman footing without posts or bracing per the Improvement Plans. This item also includes surveying to ensure alignment and grade are maintained.

Bid Item Number 5 – Flume box construction

This item shall include construction of new flume boxes from sills to caps on the substructure built per Bid Items 3 and 4 above, and per the Improvement Plans. Components include 8"x8" sills and posts, side boards and floorboards (2"x12"x16'), installation of longitudinal whalers at the bottom of the flume (6"x6"x16'), installation of PVC liner material, then 1/2"plywood and battens for the sidewalls and flume floor. All lumber for this bid item will be provided by TMWA. Contractor shall transport lumber from TMWA's Verdi storage yard to the job site. Contractor shall provide all other material, including PVC liner, hardware and supplies as necessary to complete the project. Due to close construction tolerance requirements and the necessity to minimize flume leakage, no prefabrication of flume boxes will be allowed; all flume boxes shall be stick-built on site.

Bid Item Number 7 – Total bid price

This bid item shall be the numerical sum of all line item prices above, and shall represent the total all-inclusive price for a complete and fully-functional project.

END OF BID ITEM DESCRIPTIONS SECTION

“SAMPLE”

AGREEMENT FOR CONSTRUCTION

2014-2015 Fleish Flume Rebuild

TMWA Capital Project No.: 20-0014

Public Works Project Number: PWP#WA-2015-065

THIS AGREEMENT FOR CONSTRUCTION (the “Agreement”), made and entered into this ____ day of _____, 20____, by and between _____ a general contractor licensed by the State of Nevada (Nevada Contractor’s License No. _____) and the State of California (California Contractor’s License No. _____) (hereinafter referred to as “Contractor”), and Truckee Meadows Water Authority, P.O. Box 30013, Reno Nevada 89520-3013 (hereinafter referred to as “Owner”).

RECITALS

WHEREAS, Owner intends to construct the Project and is engaging Contractor to perform certain labor, supervision and services and to provide certain equipment, goods and materials for the Project as described herein.

WHEREAS, Owner has engaged Contractor based on Contractor’s representations that it (i) is experienced in the type of work for which it is being engaged; (ii) is duly licensed and qualified in the State of Nevada and State of California to perform the type of work for which it is being engaged; (iii) is qualified, willing and able to perform the work for the Project; and (iv) has the expertise and capability to perform the work which will meet Owner’s objectives and which will comply with all applicable laws and ordinances.

WHEREAS, Contractor acknowledges it has reviewed and familiarized itself with this Agreement, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, TMWA and the Contractor agree as follows:

1. CONTRACT DOCUMENTS. The “Contract Documents” consist solely of the Bidding Documents, Bonds, this Agreement, the General Conditions, Supplementary Conditions, Special Conditions, Addenda issued prior to execution, Amendments issued after execution, Drawings entitled **2014-2015 Fleish Flume Rebuild** prepared by **Truckee Meadows Water Authority**, and any other documents listed below:

None.

These documents form the entire contract and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. Contractor represents and agrees it has carefully examined and understands this Agreement and the Contract Documents.

2. SCOPE OF WORK. The Contractor shall furnish all work, labor, services, supplies, materials, equipment, tools, transportation, supervision, appliances, and appurtenances required for the prompt and efficient completion of the project described as the the construction of approximately 312 linear feet (19.5 boxes) of new flume with timber substructure for the Fleisch hydroelectric plant owned by the Truckee Meadows Water Authority (TMWA). The flume alignment will require import, placement, and consolidation of approximately 308 cubic yards of rock and filter fabric. The flume is located east of the Truckee River approximately 2 miles south of Gold Ranch near the CA/NV state line. Lumber and timbers will be provided by TMWA (“Project”) as described in the Contract Documents and in accordance with the contract provisions, Plans, and Specifications, together with all work incidental or reasonably inferable which is necessary to produce the results intended by the Contract Documents (collectively, the “Work”). Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques,

sequences and procedures utilized, unless the Contract Documents specifically provide otherwise. The Contractor represents and warrants that it has fully investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and is in no way relying upon any opinions or representations of the Owner, or any of their respective officers, agents, servants, or employees with respect thereto.

3. **TIME OF COMPLETION.** All times stated in the Contract Documents, including interim milestones and those for the delivery and installation of materials and equipment, are of the essence of this Agreement

3.1 **Commencement of Work.** Contractor shall promptly commence and diligently prosecute the Work to be performed under this Agreement on the date fixed in a Notice to Proceed and shall perform the Work diligently, expeditiously and with adequate resources so as to complete the Work on time.

3.2 **Completion of Work.** Contractor shall achieve Substantial Completion not applicable. Contractor shall achieve 100 percent completion **by fifty (50) days from the date of the Notice to Proceed.** In addition, the Contractor shall achieve any critical intermediate project milestone dates as identified and defined in Article 7 of the Supplementary Conditions. Contractor shall reschedule or resequence the Work, to the extent possible, to avoid or minimize any delay to the contract time. Contractor agrees it included adequate costs in the Contract Sum to provide sufficient levels of labor and equipment (including overtime if required) to insure that the specified dates are met. The contract time set forth herein assumes **zero (0) weather delay days** will occur during construction of the Project, and the Contract time will not be extended unless weather delay days exceed the days specified above. Should the Contractor fail to complete the Work in the time agreed upon, the Contractor will be subject to liquidated damages as provided herein.

3.3 **Liquidated Damages and Early Completion Incentive.** Owner and Contractor recognize time is of the essence and Owner will suffer extensive damages if the Work is not completed within the time specified above, the exact amount of which is difficult to ascertain as of the effective date of this Agreement. Accordingly, if Contractor fails to achieve 100 percent completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$500.00 (Five Hundred Dollars)** per day commencing on the expiration of the time specified above and continuing until the actual date of 100 percent completion. Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. If TMWA terminates the Contractor for default, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased cost occasioned by TMWA in completing the Work.

3.4 **Construction Schedule.** Contractor shall, not less than ten (10) calendar days after execution of this Agreement by TMWA, prepare and submit a proposed Construction Schedule to TMWA for review and acceptance in accordance with the General Conditions.

4. **CONTRACT SUM.**

4.1 **Construction Contract Price.** Owner shall pay the Contractor, as full and complete compensation for Contractor's timely performance of all the Work in accordance with the Contract Documents and to the satisfaction of Owner, the lump sum amount of: _____ **Dollars** (the "**Contract Sum**"). The amount set forth above includes the aggregate amount of all allowances and unit price items to be furnished or installed.

5. **PAYMENTS.**

5.1 **Progress Payments.** The Owner will pay the Contractor progress payments and the final payment in accordance with the provisions set forth in the Specifications computed from the actual quantities of work performed and accepted, and the materials furnished, at the unit and lump sum prices shown in the Proposal, as bid in conformance with the Contract Documents defined hereinafter. Owner will retain from such estimated value of the

work done the amounts specified in the General Conditions. Owner shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. Except with respect to any payment withheld pursuant to NRS 338.525, the amount of payments withheld as provided herein shall be retained for a period of 30 days from the date of project Completion and acceptance. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

5.2 Acceptance and Final Payment. As soon as practical following the completion of all phases of the Work, the Contractor shall make request by letter to Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Contract Documents and Agreement have been satisfied, Owner will cause a Notice of Completion to be completed by the Project Representative and sent to the Labor Commissioner. Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Owner to Contractor when the obligations in the Contract Documents have been fully performed by Contractor except for Contractor's responsibility to satisfy requirements, if any, which necessarily survive final payment; and the Notice of Completion has been sent to the Nevada Labor Commissioner, if applicable, and no prevailing wage disputes are under investigation by TMWA or pending before the Nevada Labor Commissioner. Final payment shall be made by Owner not more than 30 calendar days following the Notice of Completion, as specified in the General Conditions. Final payment is further subject to Owner's prior receipt from Contractor of all as-built drawings, certifications, prevailing wages, maintenance manuals, operating instructions, written guarantees, warranties, and bonds relating to the Work, and assignments of all guarantees and warranties from subcontractors, vendors, suppliers, or manufacturers, all as required by the Contract Documents. Acceptance of final payment by the Contractor shall constitute a full waiver and release by the Contractor of all claims against Owner arising out of or relating to this Agreement.

6. PREVAILING WAGE.

Contractor will pay, and will require all subcontractors to pay, unless otherwise exempt there from, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, as contained in or referenced by the Contract Document provisions for this Work. ***If employees will perform work in both California and Nevada and the two rates differ for similar kinds of labor, the higher of the prevailing wages in Washoe County, Nevada and Nevada County, California shall apply.*** Pursuant to NRS 338.060, Contractor shall forfeit to the Owner, as a penalty, not less than \$20 or more than \$50 for each calendar day and portion thereof that each workman employed on the public work: (a) is paid less than the designated rate for work done under the contract by the Contractor or any subcontractor under him (b) is not reported to the public body awarding as required pursuant to NRS 338.070. In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than (8) hours of labor in a day from any person employed by him hereunder. Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be certified in LCP Tracker and open to inspection by Owner, its officers and agents and at all reasonable hours. Contractor shall inquire, and shall require each subcontractor to inquire, of each worker employed in connection with the public work whether the worker wishes to voluntarily specify his or her gender and ethnicity, and shall record and maintain such responses in accordance with NRS 338.070.

7. INSURANCE.

The Contractor shall purchase and maintain prior to performing any Work on the Project, at its sole expense, from a company or companies authorized to do business in the State of Nevada and State of California, insurance policies containing the types of coverage and minimum limits of liability described in the General Conditions protecting from claims which may arise out of or result from the performance or non-performance of services under this Agreement by the Contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it

may be liable, including without limitation subcontractors, independent contractors, and agents. Contractor shall procure and maintain at a minimum the insurance as required in the General Conditions, and shall require all subcontractors to procure and maintain at a minimum the insurance as required in the General Conditions, including but not limited to industrial insurance as required by the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act or applicable California law with respect to work performed in California. Contractor or his subcontractor(s) failure to pay premiums will automatically authorize Owner to, at its option, terminate this Agreement or withhold amounts from funds due the Contractor and make insurance premium payments on behalf of the Contractor and/or his subcontractors. Contractor shall provide Owner insurance certificates no later than 10 days after the date of the Notice of Award, and Contractor's failure to timely provide insurance certificates shall not result in any extensions to the contract time.

8. PERFORMANCE AND PAYMENT BONDS.

The Contractor shall, prior to the execution of the Agreement, furnish two bonds on the forms bound herein approved by the Owner, one in the amount of One Hundred Percent (100%) of the Contract Sum, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished. This Contractor shall not begin work until such bonds are supplied to and approved by the Owner. Contractor shall provide Owner contract bonds no later than 10 days after the date of the Notice of Award, and Contractor's failure to timely provide bonds shall not result in any extensions to the contract time.

9. NONDISCRIMINATION.

In accordance with NRS 338.125, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreements 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. Any violation of such provision by the Contractor shall constitute a material breach of the Agreement. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

10. PREFERENCES.

10.1 Veteran's Preference. Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Agreement shall be void, and any failure or refusal to comply with this provision shall render the Agreement void.

10.2 Bidder Preference. To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements shall be adhered to, documented and maintained for the duration of the Project, collectively, and not on any specific day:

- a. At least 50 percent of the workers employed on the Project (including subcontractors) must hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- b. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada.
- c. If applying to receive a preference in bidding pursuant to NRS 338.1727, at least 50 percent of the design professionals who work on the Project (including sub-contractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and

d. The Contractor and any subcontractor engaged on the public work shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall entitle Owner to a penalty in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may result in loss of certification for a preference in bidding for 5 years and/or ability to bid on any contracts for public works for one year pursuant to NRS Chapter 338.

11. WARRANTY.

In addition to any other warranties provided by law or in the General conditions, Contractor warrants the Work under this Agreement to be free from all defects for a period of one year from the date of final acceptance by Owner. Any defects found during this period shall be repaired by the Contractor at no cost to Owner in accordance with the requirements of the Contract Documents.

12. INDEMNIFICATION/HOLD HARMLESS.

Owner has established specific indemnification requirements which are fully set forth in the General Conditions, which Contractor has examined, understands and agrees to perform.

13. MISCELLANEOUS.

13.1 Termination. In addition to other provisions set forth in the Contract Documents, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination to the extent otherwise due under this Agreement.

13.2 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, with the sole and exclusive exception of issues arising from the enforcement and release of mechanic's liens, and regulation of Contractor's activities by the California Contractors State License Board, which shall be governed by California law. Each party acknowledges and agrees that the laws of the State of Nevada and the selection of venue were freely chosen.

13.3 Compliance with Laws. Contractor acknowledges that Owner is a Nevada public agency and political subdivision of the State of Nevada, and as such is bound to adhere to certain procedures and obligations set forth in Chapters 338 and 339 of the Nevada Revised Statutes (NRS), notwithstanding the fact that all or portions of the Project are located in the State of California. While Contractor shall at all times comply with all applicable local and state laws and regulations governing the Project in California, Contractor acknowledges and agrees that the provisions set forth in NRS Chapters 338 and 339 are hereby incorporated by reference as mutually agreeable terms and conditions applicable to the performance of the Work under the Contract. Pursuant to NRS 338.153, Contractor shall comply, and shall insure each subcontractor and other person who provides labor, equipment, materials, supplies or services for the Project complies, with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Project.

13.4 Confidentiality. Contractor acknowledges and agrees the Drawings and Technical Specifications reveal critical infrastructure of facilities used for storing, transporting or transmitting water as contemplated by Nevada's Homeland Security Act, and that the disclosure or release of the Drawings and Technical Specifications to any unauthorized person would create a substantial likelihood of compromising, jeopardizing or otherwise threatening the public health, safety or welfare. Contractor shall not, and shall ensure its Subcontractors, employees

and agents shall not, knowingly disclose such documents or information or assist, solicit or conspire with another person to disclose such documents or information Contract Documents without the express prior written consent of Owner.

13.5 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

13.6 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought

13.7 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13.8 Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

IN WITNESS WHEREOF, Owner and Contractor hereby enter into this agreement as of the date and year first written above.

"Owner"

TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority

By: _____
General Manager

Date: _____

STATE OF _____)

County of _____

_____ states under penalty of perjury that he/she is the Contractor, or authorized agent of the Contractor, by whom the aforesaid described Work is to be performed; that he/she has read the foregoing Contract and understands and agrees to the terms, conditions, and requirements thereof.

CONTRACTOR:

By:
Title:
Firm:
Address:
City/State & Zip:
Telephone:
Fax:
E-mail:

ATTEST:

On this _____ day of _____, in the year 20____
 , before me, _____
 /Notary Public, personally appeared or personally
 known to me (or proved to me on the basis of
 satisfactory evidence) to be the person whose name is
 subscribed to this instrument, and acknowledged that
 he (she) executed it.
 WITNESS my hand and official seal.

(Signature Of Contractor)

Notary's Signature

DATED this _____ day of _____, 20____.

L.S.

BOND NUMBER: _____
PWP#WA-2015-065
TMWA Capital Project No. 20-0014

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A, AND IF APPLICABLE, BY THE STATE OF CALIFORNIA. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto Truckee Meadows Water Authority, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) **PWP#WA-2015-065** of the Owner's specifications, entitled **"2014-2015 Fleish Flume Rebuild."**

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____ (SEAL AND NOTARY ACKNOWLEDGEMENT OF SURTY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS.)

BOND NUMBER: _____
PWP#WA-2015-065
TMWA Capital Project No.: 20-0014

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683, AND IF APPLICABLE, UNDER CALIFORNIA LAW. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto TRUCKEE MEADOWS WATER AUTHORITY, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s), **BID NO: PWP#WA-2015-065, 2014-2015 Fleish Flume Rebuild**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____ (SEAL AND NOTARY ACKNOWLEDGEMENT OF SURTY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

Telephone: _____

(Appointed Agent Name)

By: _____
(Signature)

(License Number and Issuing State)

Address: _____

By: _____
(Signature)

Address: _____

Telephone: _____

(State of Nevada, License Number)

(Appointed Agent Name)

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCETABLE SURETY ON FEDERAL BONDS AND AS
ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE,
(DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS.)

Section 00800
SUPPLEMENTARY CONDITIONS

ARTICLE 1: GENERAL

10.01 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 Contractor and Subcontractor Responsibility, Qualifications, and License

- A. The Contractor and Subcontractors shall hold current licenses from the State of Nevada and the State of California. Licenses shall be of the proper classifications and sub-classifications required to perform the Work.
- B. Contractors shall have appropriate work experience to be qualified to construct the Work. This Contract will only be awarded to a Contractor that has successfully constructed at least one similar project (as defined below) of equal or greater size, scope, type, cost, and complexity within the previous seven years.

Contractors shall have such prior work experience in order to be deemed responsive or responsible for purposes of bid evaluations. TMWA considers it critical to public health and safety and in the best interests of TMWA that this work only be performed by contractors holding such prior experience.

- 1. Evidence of the Contractor's required project experience shall be provided in the reference section of the Proposal Summary section (additional sheets may be attached as necessary).
- C. Project categories are treatment facilities, booster pump stations, wells, storage tanks, pipelines, meter and regulator stations, and miscellaneous.
 - 1. The storage tank category is further subdivided into steel, prestressed concrete, and reinforced concrete tanks.
 - 2. The pipeline category is further subdivided as follows:
 - i. Distribution pipelines: Pipes carrying potable water; generally smaller than 18 inches in diameter; constructed of ductile iron pipe or PVC pipe using appurtenances typically stocked at supply houses; design pressures are 150 psi or less. Storm drain, sewer, and gas pipelines are not distribution pipelines.
 - ii. Transmission pipelines: Pipes carrying either potable water, partially treated water, or raw water; typically 18 inches and larger in diameter; constructed of ductile iron pipe, concrete cylinder pipe, or steel pipe; design pressures are often higher than 150 psi. May utilize materials that are manufactured specifically for the project. Storm drain, sewer, and gas pipelines are not transmission pipelines.

3. A similar project is one of the same category as this Project. The category of this Project is: **Miscellaneous – Flume Construction.**
- D. TMWA will determine in its sole and absolute discretion whether a Contractor is responsible, properly licensed, and has the requisite work experience required above to be eligible to construct this Project. Bids by Contractors that lack the proper license or requisite work experience set forth above will be rejected as non-responsible, non-responsive, and/or not in the best interests of TMWA.

1.03 Project Representative, Engineer, and Architect

- A. The Project Representative is the sole point of contact for the Contractor on matters relating to the Work. References to “Engineer” or “Architect” in the Specifications shall be understood to mean the Project Representative. The Project Representative for this Project is Brent Eisert, P.E., PO Box 30013, Reno, NV 89520, 775-843-2301.
- B. The Engineer for this project is Chris Struffert, P.E. PO Box 30013, Reno, NV 89520, 775-834-8047.

ARTICLE 2: CONTRACT TIME

2.01 Completion and Contract Time

- A. Due to material lead times and the operational needs of TMWA, the Work shall be divided into two periods per the following project schedule milestones:

Bid Due Date:	March 10, 2015
Notice of Award:	March 10, 2015
Pre-Construction Meeting on or Before:	March 30, 2015
Notice to Proceed on or Before:	March 30, 2015
Start Construction :	March 30, 2015
Final 100% Completion (50 Days):	May 19, 2015

- B. The Contractor shall include adequate costs in the Bid to provide sufficient levels of labor and equipment (including overtime if required) to insure that the specified dates are met.
- C. Failure of the Contractor to complete all work by the dates noted above will result in TMWA imposing liquidated damages for each Day of delay as specified in Article 4 of these Supplementary Conditions.

2.02 Submittal of Bonds and Insurance Certificates

- A. Contractor agrees to provide insurance certificates and the Contract Bonds no later than 14 days after the date of the Notice of Award.
- B. Contractor’s failure to provide insurance certificates and the Contract Bonds within the time specified above shall not result in any extensions to any completion date specified above.

2.03 Work Plan

- A. Prior to the pre-construction meeting, the Contractor shall submit a detailed work plan for the Project including sequencing of construction activities. The work plan shall be coordinated with Contractor's overall project schedule submittal.

ARTICLE 3: DELAYS DUE TO WEATHER

3.01 General

- A. The Contract Time specified above assumes that **no (0)** weather delay days will occur during construction of the Project.
- B. The Contract Time will not be extended unless weather delay days exceed the days specified above.

ARTICLE 4: LIQUIDATED DAMAGES AND EARLY COMPLETION INCENTIVE

4.01 General

- A. TMWA and the Contractor recognize that time is of the essence. Both parties also recognize the difficulty in quantifying delays, expenses, and actual loss suffered by TMWA in a legal proceeding if the work is not completed on time.
- B. Accordingly, instead of requiring proof of such financial loss, TMWA and the Contractor agree that TMWA shall be entitled to retain or recover from the Contractor the sum of \$500 (five hundred dollars) as liquidated damages for each calendar day that passes after the specified Final Completion Date has been reached without the Work and all other remaining contract items being 100% complete.
- C. If TMWA terminates the Contractor for default, the resulting damage will consist of liquidated damages until such reasonable time as may be required for completion of the Work by another Contractor together with any increased cost occasioned by TMWA in completing the Work with another Contractor.

ARTICLE 5: CONTRACTOR'S INSURANCE

5.01 General

- A. The Contractor shall provide insurance as specified in Articles 5.02 and 5.03 of the General Conditions and as modified below.

ARTICLE 6: PERMITS

6.01 General

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

6.02 Construction Site Stormwater Permit

Refer to Article 6.14 “Construction Site Stormwater Control” of the General Conditions for additional requirements. The estimated area of land that will be disturbed by the Project is less than one acre therefore the Contractor will be required to prepare and submit a Notice of Intent (Attachment D) and a Best Management Practices Plan (BMP Plan, Attachment E) with the California Regional Water Quality Control Board – Lahontan Region per Board Order R6T-2003-0004, General Waste Discharge Requirements for Small Construction Projects.

6.03 Dust Control Permit

Refer to Article 6.15 “Dust Control” of the General Conditions for additional requirements. 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.

6.04 Building Permit

Not Required

ARTICLE 7 ACCESS TO WORK SITE

7.01 General

- A. Refer to Article 4.01 of the General Conditions for general requirements governing availability of lands.
- B. The flume is located east of the Truckee River approximately 2 miles south of Gold Ranch near the CA/NV state line.
- C. Access to the site will require the Contractor to cross UPRR tracks. The Contractor shall be responsible for meeting all UPRR requirements when crossing the tracks including use of UPRR flagmen. Contractor shall be responsible for the cost of UPRR flagmen.

ARTICLE 8: CONTRACT SUM

8.01 General

- A. This is a lump sum contract.
- B. The Contract Sum shall include all costs and expenses associated with overhead, profit, insurance, and all other daily job expenses for the full duration of the Contract Time.

ARTICLE 9: DOCUMENTS FOR CONSTRUCTION

9.01 General

- A. TMWA will prepare conformed Drawings and Specifications for construction that incorporate all addenda issued during bidding.

- B. TMWA will provide up to 10 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.

9.02 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 10: PROJECT CLOSEOUT

10.01 General

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

10.02 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. The building permit drawing set and completed permit sign off card shall be delivered to the Project Representative.
 - 8. A copy of the Notice of Termination shall be submitted to the Project Representative if a NOI was submitted as part of the construction storm water

permit process. If other properties were utilized by the Contractor with separate NOI's, copies of the NOI for each property shall be submitted.

9. 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.

END OF SUPPLEMENTARY CONDITIONS

Section 01030

SPECIAL PROVISIONS

PART 1: GENERAL

1.01 Location of Project

- A. The project is located along the Truckee River east of I-80, approximately 2 miles south of westbound Exit 3.

1.02 Description of Work

This project involves the demolition and rebuilding of timber flume for the Fleisch hydroelectric plant owned by the Truckee Meadows Water Authority (TMWA). The flume is located east of the Truckee River approximately 2 miles south of Gold Ranch near the CA/NV state line.

All work is to be completed per the Improvement Plans for the 2014-2014 Fleisch Flume Rebuild, the project documents, and as directed by the Project Representative. Specific items of Work include the following, and shall be carried out in the general order listed below. The intention is to minimize flume downtime, and maximize hydroelectric generation during construction.

1. **Placement, leveling, and consolidation** of approximately 312 linear feet of 16" deep by 20-ft wide structural rock flume foundation with filter fabric. This includes the import of approximately 308 cubic yards of suitable rock into the jobsite.
2. **Construction** of short (16"± in height) flume support bents to support 19 flume boxes (304 linear feet) outward from the existing concrete tunnel transition structures both upstream and downstream on 8-ft centers.
3. **Construction** of 1 tall (6' to 8'± tall) support bent on the end of the upstream flume.
4. **Construction** of approximately 312 linear feet (19.5 16-ft long boxes) of new wooden flume box on the new-constructed substructure.

All lumber for the project will be provided by TMWA. This material will be stored at TMWA's storage yard in Verdi for contractor pick-up. The contractor will transport this material to the job site. All other material to complete the project including crushed rock, geotextile fabric, PVC liner, nails, staples, whaler rods, other hardware, and miscellaneous items shall be provided by the contractor as required for a complete and fully-functional Project.

1.03 Project Meetings and Work Plan

- A. A **mandatory pre-bid meeting** and site visit is required to ensure that all bidders are completely familiar with the project. The meeting will be conducted by TMWA. Attendance by all prospective bidders is mandatory. The meeting will be held at the

TMWA Corporate Headquarters located at 1355 Capital Boulevard in Reno at the time specified in the Invitation to Bid.

- B. A pre-construction meeting will be scheduled with the successful bidder after award of the Work. The meeting will be held to discuss the project schedule, procedures for submittals and progress payments, special project requirements, environmental and safety requirements, inspection and testing requirements, and any other items deemed appropriate by the attendees. The Contractor shall not start the Work until the pre-construction meeting has been held.
- C. The Contractor shall submit a progress schedule to the Project Representative for approval. The schedule shall be in Gantt chart format showing the starting and completion dates of the various stages of work, milestones, and dates for submittals. This schedule shall be submitted not later than the date of the pre-construction meeting and shall be updated as necessary during construction to reflect actual progress.

1.04 Hours of Work and Project Sign

- A. The work shall be performed during normal working hours, 7 a.m. to 5 p.m., Monday through Friday.
 - 1. Overtime work may be allowed subject to the approval of the Project Representative.
 - 2. No work will be allowed on holidays unless approved in advance by the Project Representative.
- B. No project sign is required.

1.05 Easements and Access to Work Location

- A. The project is located on TMWA property. Access is via exit 3 off I-80 west, then south along Quilici Ranch Road, and finally along dirt roads to the flume. The site is approximately 15 miles west of the Spaghetti Bowl (intersection of I-80 and US-395) in Reno. Access will be demonstrated during the site visit following the pre-bid meeting.

1.06 Work by Others

- A. TMWA, other utility companies, and other contractors, may be working within the project area while the work is in progress. The Contractor shall coordinate his work with others working in the project area and cooperate with them in scheduling work.
- B. If any part of the work depends for proper execution or result upon the work of others, the Contractor shall inspect and promptly report to the TMWA Representative any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results.

1.07 TMWA-Furnished Material

- A. All lumber will be provided by TMWA. All other materials required to complete the project shall be provided by the Contractor.
- B. The Contractor shall salvage all side hills, repair posts, and post repair straps during demolition to the extent practical. Side hills and related hardware are to be reused on the new flume boxes, and posts with repair straps are to be returned to TMWA.

1.08 Safety

- A. The Contractor shall comply with all state and federal safety regulations. Refer to Article 6.9 of the General Conditions for detailed safety requirements.
- B. The Contractor is responsible for safety on the jobsite during construction, not TMWA or its employees and consultants.

1.09 Existing Facilities

- A. Existing facilities and equipment shall be protected from damage by the Contractor's operations. Any damage shall be repaired to the satisfaction of the Project Representative at the Contractor's expense. Particular care shall be taken by the contractor not to damage flumes or TMWA-owned equipment by overloading with lumber or other materials. Any damage to flumes caused by temporary work to drain standing water shall be repaired at no additional cost, and to the satisfaction of the Project Representative.

1.10 Construction Utilities

- A. Electric power at the site shall be furnished by the Contractor at the expense of the Contractor in accordance with the following requirements:
 - 1. The Contractor shall make all arrangements for power, pay all costs associated with providing power, and provide all transformers, circuit protection devices, enclosures, conduit, wiring, temporary poles, portable generators, and appurtenances associated with providing power for construction.
 - 2. The Contractor shall pay for all power used during construction.
 - 3. All temporary wiring shall comply with the National Electrical Code.
- B. Temporary sanitary facilities shall be provided and maintained by the Contractor for use by the Contractor's employees and TMWA's representatives at a convenient location on the site.
- C. The Contractor shall provide a cellular phone for use by the Contractor's superintendent or foreman for the duration of the Work. The cost of the cellular phone shall be included in the vehicle rate submitted for the superintendent or foreman.

1.11 Maintenance of the Site and Vicinity During Construction

- A. During the progress of the work the Contractor shall keep the entire site in a clean and orderly condition. Trash, broken material, waste material, and all other debris shall be removed from the site on a regular basis.
- B. Spillage and trackage on streets and sidewalks resulting from the Contractor's operations shall be removed immediately by the Contractor.

1.12 Control of Pollution and Noise

- A. Dust shall be controlled at all times in accordance with the requirements of the Washoe County District Health Department, Air Quality Division.
- B. The Contractor shall not discharge or allow the spillage of engine oil, fuel, hydraulic fluid, other petroleum products, or any hazardous material. Equipment shall be maintained at all times in a manner to prevent leakage and spillage of petroleum products.
 - 1. At a minimum, to prevent soil contamination from accidental spills, 3M Powersorb fabric, or equal, shall be used under engines and engine driven equipment, under fuel storage areas, under equipment servicing areas, and under any other areas where petroleum products or hazardous materials are stored or used.
 - 2. Fabric shall be protected from mechanical damage and anchored against wind displacement. Areas where petroleum products or hazardous materials are stored shall be surrounded by a berm designed to contain any spill that may occur.
 - 3. The Contractor shall have a spill cleanup kit capable of cleaning up a spill of at least 10 gallons of petroleum product at the work site at all times. The kit shall be a commercially available kit containing oil absorbing pads or granular absorbent material, containment booms, and a disposal container. Workers shall be instructed in use of the kit and shall be adequately trained and equipped to deal with the accidental spill of any hazardous material used.
 - 4. In the event of an accidental and disposed of in accordance with all federal, state, and local regulations. The costs of all cleanup and disposal work shall be borne by the Contractor. If a hazardous condition exists the Contractor shall take whatever actions are necessary to protect the public and workers from injury and adjacent properties from damage. The Contractor shall immediately notify the TMWA Representative of the spill. contain the spill and arrange for spill of petroleum products or hazardous materials the Contractor shall immediately the material to be cleaned up
- C. The Contractor shall comply with all requirements governing control of sediment and erosion from construction sites per the requirements of Article 5 of the Supplementary Conditions. The estimated area of site disturbance for this Project is less than one acre.
- D. The Contractor shall control noise from his operations to levels that are not a nuisance and that meet all local noise control regulations. It is the Contractor's responsibility to

determine the noise levels allowed by the jurisdiction where the work is located and to comply with those regulations.

1.13 Disposal of Debris, Excess Material, and Unsuitable Material

- A. Debris, scrap, trash, and all other waste generated during demolition and construction operations shall be properly disposed of offsite by the Contractor.
- B. Excess material and unsuitable material generated during grading operations shall be properly disposed of offsite by the Contractor.
- C. Proper offsite disposal shall be at a legal disposal site.

1.14 Final Cleanup and Site Restoration

- A. Upon completion of the work, the Contractor shall clear the project site of all trash, debris, and rubbish.
- B. Any roads, trails, bridges, or points of access disturbed by the Contractor shall be grades to pre-construction conditions.
- C. Any road base or gravel disrupted during construction shall be restored to ensure proper drainage and site access.
- D. Clean up and site restoration work shall be performed in the presence of the Project Representative. The Contractor shall not demobilize his crew and equipment until the site has been successfully restored, inspected and approved by the Project Representative.

END OF SPECIAL PROVISIONS

END OF ADDENDUM NO. 2