

## 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 Contractor Responsibility/Qualifications

- A. Contractors shall have appropriate work experience to be qualified to construct the Work. In addition to holding the proper license from the State Contractor's Board, this Contract will only be awarded to a Contractor that has successfully constructed at least three similar projects of equal or greater size, scope, type, cost, and complexity within the previous seven years or has satisfactorily completed a recent project for TMWA.

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 required project experience shall be provided in the reference section of the Proposal Summary section (additional sheets may be attached as necessary).
  - 2. Qualification requirements also apply to any subcontractors performing piping, control valve, electrical, power, telemetry and equipment control work.
- B. A similar project is one of the same category as this Project.
- C. Project categories are treatment facilities, booster pump stations, wells, storage tanks, pipelines, meter and regulator stations, water supply facilities, and miscellaneous. The category of this Project is: Water Supply
  - 1. The storage tank category is further subdivided into steel and concrete tanks.
  - 2. A Water Supply category consists of a water storing or water delivery facility associated with municipal water supply infrastructure, hydroelectric facilities, or power generating facilities. Retention/holding ponds, concrete lined canals, water delivery control structures, and drainage pipeline systems would fall into this category.
  - 3. The pipeline category is further subdivided as follows:

- i. Distribution pipelines, generally smaller than 18 inches in diameter, constructed of ductile iron pipe or PVC pipe, design pressures less than 150 psi, and using materials typically stocked at supply houses.
  - ii. Transmission pipelines, typically 18 inches and larger in diameter, constructed of ductile iron pipe, concrete cylinder pipe, or steel pipe, often with design pressures higher than 150 psi. May utilize materials that are manufactured specifically for the project.
- D. TMWA will determine in its sole and absolute discretion whether a Contractor is responsible and has the requisite work experience required above to be eligible to construct this Project. Bids by Contractors that lack the 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**

- 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:

Ron Penrose, P.E.  
Truckee Meadows Water Authority  
1355 Capital Blvd.  
Reno, Nevada 89520  
(775) 834-8017; rpenrose@tmwa.net

### **1.04 “Or Equal” Items**

- A. Article 6.09 of the General Conditions is modified by this section as follows.
- B. Where the names of proprietary items or the names of particular Suppliers are used to describe materials or equipment, the words “or equal” are understood to follow the names except where the words “no equal” are used per Article 6.09 A.2 of the General Conditions.

## **ARTICLE 2: CONTRACT TIME**

### **2.01 Contract Completion and Contract Time**

- A. The Contract Time is defined as the time within which the Work shall be 100 percent complete
- B. The Work shall be 100 percent complete no later than 181 calendar days from the “Notice to Proceed”. It is anticipated that the “Notice to Proceed” will have an effective date of November 1, 2008.
- C. Contract “Work Days” are defined in this contract as Monday through Friday-8 hour shift from 7:00 a.m. to 3:30 p.m.. Contractor may have to modify his schedule to

accommodate normal working hours of UPRR flagmen. If contractor elects to conduct work beyond a standard 8-hour work day, he must coordinate the availability of RR flagmen. Contractor may elect to work up to a maximum of 10 hours per day, but this shall not be considered extra work entitling additional compensation from TMWA. Daily work beyond 10 hours will require approval of TMWA. TMWA will directly pay UPRR for flagmen costs associated with this project including overtime and weekend work. Contractor will not be responsible for any TMWA inspection costs during the course of the project.

- D. 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.
- E. Failure of the Contractor to complete all work under the time period 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 10 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.
- C. Railroad Insurance: It is anticipated that the Contractor will need to provide insurance to the Union Pacific Railroad and provide a copy of said certificates to TMWA and Union Pacific Railroad for this project.
  - 1. The contractor selected for this project will be required to obtain "Railroad Protective Liability Insurance." The contractor may elect to secure the insurance through his own carrier or utilize Marsh, USA. Marsh, USA is the insurance carrier that Union Pacific recommends in order to save time.
    - i. "Railroad Protective Liability Insurance" will be in the amount of \$2,000,000 per occurrence and \$6,000,000 aggregate. If the contractor elects to use Marsh, USA, it is anticipated that the premium cost will be approximately \$20,000. This covers the premium for the two crossings (jack and bore crossing and new RCB at east end of project) and the balance of the project based upon estimated contract amount.
    - ii. Questions relating to the additional insurance utilizing Marsh, USA can be directed to Bill Smith or Cindy Long from Marsh, USA at 800-729-7001.

## **ARTICLE 3: DELAYS DUE TO WEATHER**

### **3.01 General**

- A. The Contract Time specified above assumes that seven weather delay days will occur during construction of the Project.
- B. The Contract Time will not be extended unless weather delay days exceed the seven days specified above.

## **ARTICLE 4: LIQUIDATED DAMAGES/INCENTIVE FOR EARLY COMPLETION**

### **4.01 General**

- A. TMWA and Contractor recognize that time is of the essence and that TMWA will suffer financial loss if the work is not completed within the specified Contract Time plus any extensions thereof allowed. The Contractor also recognizes delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by TMWA if the work is not completed on time.
- B. Accordingly, instead of requiring any such proof, TMWA and the Contractor agree that as liquidated damages for delay (but not as a penalty) TMWA shall be entitled to retain or recover from Contractor the sum of \$3000 for each day that expires after the specified Contract Time.
- C. TMWA may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor.
- D. 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.
- E. Early Completion Incentive: TMWA will provide the Contractor an incentive of \$1500 per calendar day for completion of the project prior to the 181 day calendar day contract period. If Contractor elects to work weekends (Saturday or Sunday), such weekend work will be considered an off-set to financial incentives for early completion of the project.

## **ARTICLE 5: CONTRACT SUM**

### **5.01 General**

- A. The contract sum shall include all costs and expenses associated with overhead, profit, and other daily expenses for the full duration of the Contract Time.

## **ARTICLE 6: DOCUMENTS FOR CONSTRUCTION**

### **6.01 General**

- A. TMWA will prepare conformed Drawings and Specifications for construction that incorporate all addenda issued during bidding.
- B. TMWA will provide conformed documents to the Contractor (for the Contractor, their Subs and suppliers) for use during Construction.

### **6.02 Ownership of Documents**

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

## **ARTICLE 7: PERMITS**

### **7.01 General**

- A. Refer to Article 6.06 of the General Conditions for requirements governing responsibility for obtaining permits and paying permit fees. Procurement and payment of all permits/easements/fees relating to UPRR and easements on the north bank of the Truckee River (Washoe County Parks Dept) will be the responsibility of TMWA. Contractor will also be provided a Best Management Practices Plan which will be adhered to during the course of the project.

**END OF SECTION**