

SECTION 00800
SUPPLEMENTARY CONDITIONS

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.

PROJECT REPRESENTATIVE, MANAGER, AND ENGINEER

- A. The Project Representative or '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.
- B. During the bidding phase of the project all communication must be directed to either the Contract Administrator or submitted as a question through NGEM. TMWA is not bound by any oral representations, clarifications, or changes made by employees, or representatives, unless such clarification or change is posted on the NGEM website.

PROJECT ROLE	NAME	PHONE	EMAIL
Contract Administrator	Shelley Huxhold	(775) 834-8056	shuxhold@tmwa.com
Project Representative	Kelly McGlynn	(775) 834-8293	kmcglynn@tmwa.com
Project Manager	N/A		
Civil Engineer	Larry Bibee	(775) 827-6111	lbibee@lumosinc.com
Electrical Engineer	N/A		
Structural Engineer	Brandon Ellis	(775) 827-6111	bellis@lumosinc.com
Mechanical Engineer	N/A		
Physical Security Specialist	Kila Banner	(775) 834-0265	lbanner@tmwa.com
Facilities Coordinator	Mike Link	(775) 834-8160	mmlink@tmwa.com

ARTICLE 1: DEFINITIONS AND TERMINOLOGY

No changes to Article 1

ARTICLE 2: GENERAL AND PRELIMINARY ITEMS

Add the following subsection to 2.07:

2.07 Schedules

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

MILESTONE	ESTIMATED DATE
Pre-Bid Conference and Site Visit	N/A
Bid Opening	8/10/2022
Bid Awarded	8/15/2022
Contract Signed	8/30/2022
Pre-Construction Meeting	8/31/2022
Notice to Proceed	9/01/2022
Work 100% Complete Within 3425 Martini Road Parcel (APN: 035-160-08)	Six (6) months from date construction begins within this parcel
Retaining Wall and Orr Ditch Access Road 100% Complete	No later than 4/15/2023
Substantial Completion	5/03/2023

ARTICLE 3: CONTRACT DOCUMENTS

Add the following subsection to 3.01:

3.01 Examination of Contract Documents

- C. TMWA will prepare conformed Drawings and Specifications for construction that incorporate all addenda issued during bidding.
- D. TMWA will not provide any sets of the conformed documents to the Contractor for use during construction. The Contractor is required to print at least one set of the conformed documents (drawings and specifications) from a construction management software program, Procore.
- E. 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.

ARTICLE 4: PHYSICAL CONDITIONS, LANDS, REFERENCE POINTS

Add the following subsection to 4.01:

4.01 Availability of Lands

- D. In the event of snow, the Contractor shall be responsible for snow removal and maintaining access to the site. Any roadway damage caused by snow removal or any other Contractor activities shall be repaired by the Contractor without additional time or compensation.
- E. Construction of the Retaining Wall, Access Road, and Water Main within the 3425 Martini Road (APN: 035-160-08) parcel and City of Sparks parcel (APN: 035-301-54), as depicted on Drawings C1, C2, C3, C4, S1, S2, S3, S4, S5, and W2, shall commence after completion of the 2022 Orr Ditch Irrigation Season (no later than October 31, 2022).
- F. The project location can be accessed via Martini Road and across the 3425 Martini Road (APN: 035-160-08) parcel, and at the south terminus of Rio Alayne Court. Project access via Martini Road and across the 3425 Martini Road (APN: 035-160-08) parcel shall cease six months after the date construction begins on the 3425 Martini Road parcel.
- G. Contractor may utilize the Temporary Access and Construction Easement within City of Sparks parcel (APN: 035-301-54) for staging and material storage. Contractor may also utilize the Water Main Easement area within the Vintage Hills Community Association parcel (APN: 514-160-02) for staging, material storage, and employee parking. Absolutely no parking or staging of construction equipment, materials, or vehicles shall be allowed on private Martini Road. Access to and from the 3425 Martini Road (APN: 035-160-08) parcel shall be allowed to drop off, unload, and load

construction equipment as needed. Contractor shall not obstruct access to the 3425 Martini Road driveway, except on a temporary basis as reasonably necessary for construction purposes. Contractor may utilize Rio Alayne Court (City of Sparks right-of-way) for parking of employee vehicles.

- H. TMWA has pre-existing Easements and/or owns the property to construct the new improvements within:

Martini Rd (north) - Easement Document #1188218

Martini Rd (south) - Easement Document #477719

3425 Martini Rd (APN: 035-160-08) – Easement Documents #5105927 & #5105936

City of Sparks APN: 035-301-54 – Easement Documents #5301181 & #5301326

Vintage Hills Community Association APN: 514-160-02 – Easement Document #5150629

Rio Alayne Ct – City of Sparks (Public) Right-of-Way

Teglia Dr and E Queen Way – City of Sparks (Public) Right-of-Way

Spanish Springs Rd – City of Sparks (Public) Right-of-Way

Add the following subsection to 4.02:

4.02 Site Investigation and Conditions Affecting Work

- E. 1. A Geotechnical Investigation Report has been prepared for this project. Reference *Geotechnical Investigation Report for 3425 Martini Road Waterline Extension* prepared by Lumos and Associates, Inc., dated January 2018.
- F. The Contractor shall, before mobilization begins, submit two copies of digital preconstruction photos of the work area and haul routes. Each photo shall include a date stamp as part of the image. The electronic photo files shall be provided in JPEG format at the highest quality compression setting with a camera resolution of 10 megapixels minimum and uploaded to Procore.

ARTICLE 5: BONDS AND INSURANCE

Add the following subsection to 5.02:

5.02 Contractor's Insurance

- D. 1. The owner of the 3425 Martini Road parcel (David Kahn) and Orr Ditch Water and Extensions Company shall be named as a Certificate Holder and included as an additional insured under the Commercial General Liability and as a designated insured under Business (Commercial) Automobile Liability.

David Kahn or Owner of Record
3425 Martini Road
Sparks, NV 89434

Orr Ditch Water and Extensions Company
Attn: Ron Gribble
P.O. Box 50404
Sparks, NV 89436

- O. ☒ The Contractor shall provide pollution liability insurance during construction.
- ☐ This project is exempt from pollution liability insurance requirements.

Add the following subsection(s) to 5.03:

5.03 Property Insurance

- K. ☐ The Contractor shall provide builder's risk insurance for the structures being constructed and renovated under this Contract. The policy shall cover the full cost of replacement at the time of loss and cover all physical loss including but not limited to fire, lightning, explosion, wind, hail, aircraft, theft, vandalism, and water damage.
- ☒ This project is exempt from builder's risk insurance requirements.

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

Add the following subsection(s) to 6.06:

6.06 Permits

- E. Building Permit: A Building Permit has been obtained from the City of Sparks for construction of the Retaining Wall. Contractor shall coordinate pick-up of the Permit with TMWA and/or City of Sparks. All associated Building Permit fees shall be paid directly to the City of Sparks by TMWA.

Add the following subsection to 6.14 B:

6.14 Construction Site Stormwater Control

- B. Construction Site Stormwater Permit
3. The Contractor:
- ☐ Is exempt from these additional requirements.
 - ☒ Shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit a Notice of Intent (NOI) to NDEP and pay the required fee(s).

Add the following subsection to 6.15 B:

6.15 Dust Control

- B. Dust Control Permit and Requirements
6. The Contractor:
- ☒ Is exempt from these additional requirements.
 - ☐ TMWA shall obtain a dust control permit from the Washoe County Health District and pay the required fee(s).

Replace subsection 6.18 C with the following:

6.18 Warranty

- C. This warranty shall continue for three (3) years from the date of the Project Representative's determination that the project is complete. A separate 3-year warranty bond will be required to be issued at the start of the project along with the normal Performance and Labor/Material bonds. The Warranty bond will not go into

effect until the final completion of the project has been reached, as determined by the Project Representative.

ARTICLE 7: PAYMENT AND RETENTION

Add the following subsection(s) to article 7:

7.06 Retention and Final Payment

- E. Before the Project is 100% complete, the TMWA Project Representative will notify the Contractor in writing of items that need to be completed, corrected, or submitted before the Project will be considered 100% complete.
- F. The project closeout process is part of the Work and must be completed within the specified Contract Time.
- G. Project closeout starts when the Contractor submits a letter to the Project Representative stating that the Project is complete and requesting release of retention.
- H. 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. The following items shall be submitted and approved by the Project Representative:
 - a. Warranties.
 - b. Test reports and certifications.
 - c. Operation and Maintenance manuals.
 - d. Spare parts.
 - e. Special tools.
 - f. 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.
 - 8. 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.

9. A copy of the Notice of Termination shall be submitted to the Project Representative. If other properties were utilized by the Contractor with separate NOI's, copies of the NOT for each property shall be submitted.
- I. 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 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.
- J. 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.

7.07 Substantial Completion

- A. Substantial completion in this contract shall be granted when the following conditions are met:
 1. All project components are determined to be substantially complete by the TMWA Project Representative.
- B. When the Contractor considers the entire work ready for its intended use, the Contractor shall notify TMWA in writing and request the TMWA Representative issue a letter of substantial completion.
- C. Promptly after the Contractor's notification the TMWA Project Representative, Contractor, and Engineer(s) shall inspect the work to determine the status of completion. If the TMWA Project Representative does not consider the work to be substantially complete, the TMWA Project Representative will notify the Contractor in writing with an explanation.
- D. When the TMWA Project Representative considers the work substantially complete, the TMWA Project Representative will deliver to the Contractor a definitive letter of substantial completion.

ARTICLE 8: TIME EXTENSIONS AND DELAYS

No changes to Article 8

ARTICLE 9: SUSPENSION AND TERMINATION OF WORK

No changes to Article 9

ARTICLE 10: OTHER PROVISIONS

No changes to Article 10

ARTICLE 11: MISCELLANEOUS LEGAL PROVISIONS

No changes to Article 11

END OF SUPPLEMENTARY CONDITIONS