

ADDENDUM NO. 1  
DATED AUGUST 23, 2011

SAN JACINTO RIVER AUTHORITY  
HIGHLANDS SYSTEM IMPROVEMENTS  
FOR SIPHON #13 (CHURCH STREET)  
CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

The attention of all prospective Bidders is directed to the following modifications to Drawings, Specifications, and Contract Documents for the above-referenced project. The information contained in this Addendum supersedes information contained in the Drawings, Specifications, and Contract Documents to the extent indicated. All information contained in the Drawings, Specifications, and Contract Documents remains in full force and effect unless specifically modified herein.

CONTRACT DOCUMENTS:

SPECIFICATIONS:

00450 Proposal Form – A revised proposal form is attached. The changes that were made to the original form are:

- 1) The second sentence in line item 2 has been revised to include the road closure date range as follows: “Includes maximum 40 day full road closure **from January 20, 2012 to February 29, 2012**, contractor must do whatever is necessary to ensure roadwork is completed within this time frame”.
- 2) Line item 2 has been revised to include removal.
- 3) Line item 3 has been revised to read as follows: “**Installation and Removal of stabilized construction exit & washing area as shown on the Drawings, to be maintained during entire project and returned to as good as new condition upon removal. Upon removal, contractor to deliver removed materials to SJRA Highlands Office materials storage yard as per SJRA Highlands personnel**”.
- 4) Remove the statement “**Cut, Plug, Abandon Existing Siphons & Fill with Flowable Fill**” on line item number 11 in the Phase I section of the proposal form. This work is in Phase II only.
- 5) The tonnage of the 60” CCFRP on line item 13 of Phase I and line item 25 of Phase II has been revised to 540 ton.
- 6) Add the statement “**(Includes the import of select fill material)**” to the end of line item number 18 in the Phase I section and line item number 29 in the Phase II section of the proposal form.

- 7) Remove the “**Additional Work Items**” section from the proposal form. This includes line item number 31 - Select Fill to Replace Unsuitable Onsite Cut Material(As Approved by ENGINEER), and line item number 32 - Haul Off Excess Unsuitable Backfill Material (As Approved by ENGINEER).
- 8) There are now only 30 line items in the Proposal Form.

00600 Form of Agreement

- 1) Add the following statement at the end of “ARTICLE 4 CONTRACT TIMES”:

**4.04 Additional Damages for Emergency Bypass Pumping**

- A. **The Owner may contract for emergency canal bypass pumping with a bypass pumping vendor. Should emergency bypass pumping by the Owner be required as a result of Contractor negligence or fault during construction, thus compromising the Owner’s ability to convey a continuous flow of approximately 65 million gallons per day (MGD), the Contractor shall pay the Owner for all costs incurred by the Owner associated with emergency canal bypass pumping, including costs related to mobilization and demobilization, operation, maintenance, labor, materials, repair, and other costs incurred by the Owner for maintaining necessary flows through the canal.**

CLARIFICATIONS:

This section is intended to clarify or provide additional information and does not supersede the Contract Documents and Construction Plan Sheet.

- 1) In section 00300 Instructions to Offerors, paragraph 8.01, replace the word “win” with “in” after ENGINEER in the second sentence.
- 2) There is a conflict regarding the last day to ask questions in Section 00200 Request for Proposals and section 00300 Instruction to Offerors. As stated in the pre proposal meeting on August 18, 2011, the last day to ask questions was on August 18, 2011 at 2:00 pm. Disregard the last sentence on page 4 in section 00200 stating “Written questions received three (3) calendar days prior to the Proposal opening date will not be accepted”. Also disregard the third to last sentence in section 00300 in paragraph 8.01 stating “Questions received less than five (5) days prior to the date for opening of Proposals may not be answered”.
- 3) In section 00300 Instructions to Offerors, paragraph 20.01, replace the word “Offeror” with “Offer” in the first sentence as follows: “The Offeror selected for award of the contract will be the Offeror whose **Offer** provides the best value to the OWNER”.

- 4) In section 00310, Table 7, remove all reference to SJRA as the information provided in this table is pertaining to the contractor. This has been updated in the Word document available on the SJRA website for download.

Please note receipt of this addendum by inserting its number in the Proposal and Document 00450 – Proposal Form. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

Direct any questions concerning this Addendum to Cobb, Fendley & Associates Inc. to Mr. Alex Van Duzer at (713) 462-3242.

END OF ADDENDUM NO.1

APPROVED FOR ISSUE:

  
By Cobb, Fendley & Associates, Inc.



END OF DOCUMENT

**SECTION 00450  
PROPOSAL FORM**

**1.00 Proposal Receipt**

1.01 This Proposal is submitted to:

Gilbert C. Garza, C.P.M., Buyer  
RFP # 11-037  
San Jacinto River Authority  
1577 Dam Site Road  
Conroe, TX 77304

1.01 The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in Contract Documents for the Contract Price indicated in this Proposal or as modified by Written Amendment. Offeror agrees to complete the Work within the Contract Price and within the Contract Times established in the Agreement or as modified by Written Amendment and comply with the all other terms and conditions of the Contract Documents.

**2.00 Offeror's Acknowledgments**

2.01 Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of required Bonds. The Proposal will remain subject to acceptance for 60 calendar days after the opening of Proposals

2.02 Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

**3.00 Offeror's Representations**

3.01 In submitting this Proposal, Offeror represents, as set forth in the Agreement, that:

A. Offeror has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

<b>Addendum No.</b>	<b>Addendum Date</b>	<b>Signature Acknowledging Receipt</b>

- B. Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Offer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing o Goods and Special Services.
- D. Offeror has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been identified in SC-4.02.
- E. Offeror has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offeror, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Offeror, and safety precautions and programs incident thereto and accepts the consequences for not doing so.
- F. Offeror does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the Contract Price proposed, within the Contract Times proposed and in accordance with the terms and conditions of the Contract Documents.
- G. Offeror is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Offeror has correlated the information known to Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Offeror has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to Offeror.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- K. Offeror will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the

Agreement.

- L. Offeror further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any individual or entity to refrain from making an offer; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.

#### **4.00 Basis of Bid**

4.01 Offeror will complete the Work in accordance with the Contract Documents for the Contract Price shown in the section 10.00 Offeror's Proposal, of this Document 00450.

- A. Extended amounts have been computed in accordance with **Paragraph 11.03** of the General Conditions.
- B. Offeror acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price items will be based on actual quantities provided, measured as provided in the Contract Documents.
- C. Unit Price and figures column will be used to compute the actual bid price.

#### **5.00 Time of Completion**

5.01 Offeror agrees that the Work will be Substantially Complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of Calendar Days indicated in Paragraph 4.02 of the Form of Agreement.

#### **6.00 Bid Security**

6.01 Accompanying this proposal is a (certified or cashier's check payable to the OWNER) (Bid Bond) in the amount of 5% of the Maximum Amount Bid

The bid security accompanying this Proposal shall be returned to the Offeror, unless in case of the acceptance of the Proposal, the Offeror shall fail to execute a Contract, submit a proper Certificate of Insurance, and file Performance and Payment Bonds within fifteen (15) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Offeror. It is understood that the OWNER reserves the right to reject any and all bids received.

#### **7.00 Attachments to This Proposal**

7.01 The following documents are attached to and made a condition of this Proposal:

- A. Offeror's Proposal (Paragraph 10.00, below).
- B. Required Proposal Security.
- C. 00310 Statement of Qualifications.

**8.00 Defined Terms**

8.01 The terms used in this Proposal have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

**9.00 Venue**

9.01 Offeror agrees that venue shall be exclusively in Montgomery County, Texas for any legal action.

**10.00 Offeror's Proposal**

10.01 The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the Plans and Specifications, for the following sum of prices, to wit:

**SAN JACINTO RIVER AUTHORITY  
HIGHLANDS SYSTEM IMPROVEMENTS  
FOR SIPHON 13**

**OFFEROR'S PROPOSAL**

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b><u>General Items</u></b>					
1.	Mobilization: 5% (maximum) of total base bid. 50% of this item will be paid upon mobilization on site. The remaining 50% will be paid upon demobilization at substantial completion. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
2.	Install and maintain Traffic Control as shown on the Drawings in accordance with current MUTCD standards. Includes maximum 40 day full road closure <b>from January 20, 2012 to February 29, 2012</b> , contractor must do whatever is necessary to ensure roadwork is completed within this timeframe. Includes Public Outreach Program as defined in Section 01555- Traffic Control and regulation and public relations. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
3.	Installation and Removal of stabilized construction exit & washing area as shown on the Drawings, to be maintained during entire project and returned to as good as new condition upon removal. Upon removal, contractor to deliver removed materials to SJRA Highlands Office materials storage yard as per SJRA Highlands personnel. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
4.	Handrail Fabrication & Installation as shown on Drawings, including all fastening hardware, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
5.	Guard Rail Fabrication & Installation as shown on Drawings, including all fastening hardware, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
6.	Hydromulch Seeding of all disturbed areas. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
7.	Install 30-inch RCP roadside culvert, complete in place. _____ Dollars and _____ Cents per Linear Feet	208	LF	\$ _____	\$ _____
8.	Install Type 'D' inlet onto 30-inch roadside culvert, complete in place. _____ Dollars and _____ Cents per Each	2	EA	\$ _____	\$ _____
9.	Install roadway swales as shown on Drawings, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
<b>Subtotal General Items</b>					\$ _____

**PHASE I ITEMS**

10.	Installation, maintenance and removal of PHASE I Cofferdam for placement of nominal 60-inch CCFRP as shown on the drawings and approved by Engineer. (includes water control inside cofferdam, and all other related incidentals, see specifications, Section 02350, Cofferdams) _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
11.	Demolition, removal and proper disposal offsite of existing headwalls, wingwalls, and any existing appurtenant structures. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
12.	Remove and dispose of existing 48" RCP siphon pipe. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
13.	Installation of nominal 60-inch diameter, ASTM D3262, CCFRP Siphon Pipe, (HOBAS 540 ton), for proposed siphon under Church Street including, but not limited to, <u>excavation, shoring, backfill, bedding, grouting</u> , FRP ring at headwall ends, post-installation inspection, and all other incidentals, complete in place. (See Specifications, Section 02504-Centrifugally Cast Fiber Reinforced Pipe, Open cut construction. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
14.	Remove and dispose of existing Asphalt pavement and base material, All Thicknesses _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
15.	Roadway reconstruction per Harris County Specification, sheet 13 of 20, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
16.	Installation of reinforced concrete headwalls, Wingwalls, and floor slabs for siphon including all site preparation, excavation, reinforcing steel, temporary forms, water stops, placement of concrete, toe walls, footings, any backfill necessary, and all other incidentals, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
17.	Furnish and install Aluminum Bulkhead Gate Side Channel per details and specifications, complete in place. _____ Dollars and _____ Cents per Set	2	SET	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
18.	Regrade Canal as shown on Drawings, compact all fill areas to 95% standard proctor density in 8-inch lifts. (Includes the Import of Select Fill Material)	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
19.	Installation of 18-inch thick limestone rip rap for all structures, and culverts including, geotextile, placement of material, and any backfill necessary, complete in place. CRUSHED CONCRETE MAY NOT BE SUBSTITUTED.	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
20.	REFL PAV MRK TYI (W) 4" (SLD) (100 mil)	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
21.	REFL PAV MRK TYII (Y) 4" (BRK)(100 mil)	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
<b>Subtotal Phase I Items</b>					\$ _____
<b><u>PHASE II ITEMS</u></b>					
22.	Installation, maintenance and removal of PHASE II Cofferdam for placement of nominal 60-inch CCFRP as shown on the drawings and approved by Engineer. (includes water control inside cofferdam, and all other related incidentals, see specifications, Section 02350, Cofferdams)	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
23.	Demolition, removal and proper disposal offsite of existing headwalls, wingwalls, and any existing appurtenant structures.	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
24.	Remove and dispose of existing 60" CCFRP bypass up to existing 60' ROW.	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
25.	Installation of nominal 60-inch diameter, ASTM D3262, CCFRP Siphon Pipe, (HOBAS 540 ton), for proposed siphon under Church Street including, but not limited to, <u>excavation</u> , <u>shoring</u> , <u>backfill</u> , <u>bedding</u> , <u>grouting</u> , <u>FRP ring</u> at headwall ends, post-installation inspection, and all other incidentals, complete in place. (See Specifications, Section 02504-Centrifugally Cast Fiber Reinforced Pipe, Open cut construction. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
26.	Installation of reinforced concrete headwalls, Wingwalls, and floor slabs for siphon including all site preparation, excavation, reinforcing steel, temporary forms, water stops, placement of concrete, toe walls, footings, any backfill necessary, and all other incidentals, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
27.	Furnish and install Aluminum Bulkhead Gate Side Channel per details and specifications, complete in place. _____ Dollars and _____ Cents per Set	2	SET	\$ _____	\$ _____
28.	Install 4-inch SCH 40 Communication Line as shown on Drawings, includes excavation and all appurtenances, complete in place. _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____
29.	Regrade Canal as shown on Drawings, compact all fill areas to 95% standard proctor density in 8-inch lifts. (Includes the Import of Select Fill Material) _____ Dollars and _____ Cents per Lump Sum	1	LS	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
30.	Installation of 18-inch thick limestone rip rap for all structures, and culverts including, geotextile, placement of material, and any backfill necessary, complete in place. CRUSHED CONCRETE MAY NOT BE SUBSTITUTED.	1	LS		
	_____ Dollars and _____ Cents per Lump Sum			\$ _____	\$ _____
<b><u>Subtotal Phase II Items</u></b>					\$ _____
<b><u>(Total of Items 1-30)</u></b>					
<b><u>TOTAL PROJECT BID PRICE</u></b>					\$ _____
Deduct amount from this BID (Siphon #13 – Church Street) if awarded both Siphon #13 and Siphon #11 project concurrently. (Bidder acknowledges OWNERS right to consider the resulting total bid amount in the award of the contract)					\$ _____
<b><u>TOTAL BID MINUS CONCURRENT BID AWARD AMOUNT</u></b>					\$ _____

In the event of award of a Contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the Contract to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.

**11.00 Proposal Submittal**

11.01 This Proposal is submitted by:

If Offeror is:

**An Individual**

Name: \_\_\_\_\_  
*(Typed or Printed)*

By: \_\_\_\_\_  
*(Individual's Signature)*

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Proposal Submitted on the Following Date: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_  
(Typed or Printed)

Name of General Partner: \_\_\_\_\_  
(Typed or Printed)

By: \_\_\_\_\_  
(Signature of General Partner – Attach Evidence of Authority to Sign)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Proposal Submitted on the Following Date: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_  
*(Typed or Printed)*

State of  
Incorporation: \_\_\_\_\_

Type: \_\_\_\_\_  
*(General Business, Professional, Service, Limited Liability)*

Date of Qualification to do Business in  
Texas is: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – Attach Evidence of Authority to Sign)*

Name: \_\_\_\_\_  
*(Typed or Printed)*

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Proposal Submitted on the Following Date: \_\_\_\_\_

**A Joint Venture**

Joint Venturer

Name:

\_\_\_\_\_  
*(Typed or Printed)*

By:

\_\_\_\_\_  
*(Signature of Joint Venture Partner – Attach Evidence of Authority to Sign)*

Name:

\_\_\_\_\_  
*(Typed or Printed)*

Title:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Proposal Submitted on the Following Date: \_\_\_\_\_

Joint Venturer

Name:

\_\_\_\_\_  
*(Typed or Printed)*

By:

\_\_\_\_\_  
*(Signature of Joint Venture Partner – Attach Evidence of Authority to Sign)*

Name:

\_\_\_\_\_  
*(Typed or Printed)*

Title:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Proposal Submitted on the Following Date: \_\_\_\_\_

Contact for Receipt of Official Communications

Name:

\_\_\_\_\_  
*(Typed or Printed)*

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

END OF DOCUMENT