

ADDENDUM NO. ONE (1)
to the
CONTRACT DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION DRAWINGS
for construction of
GULF COAST CANAL – STATE HIGHWAY 87 CROSSING REPLACEMENT
for
SABINE RIVER AUTHORITY
in
ORANGE COUNTY, TEXAS
August 25, 2022

Addendum No. One (1) covers the following changes to the contract documents, specifications, and construction drawings:

CONTRACT DOCUMENTS

1. NOTICE TO BIDDERS

Remove and replace the document in its entirety with the attached revised document. Notable revisions include the bid opening date has been delayed to September 12, 2022 at 2:00 pm.

2. BID BOND (PENAL SUM FORM)

Remove and replace the document in its entirety with the attached revised document. Notable revisions include the bid due date has been delayed to September 12, 2022 at 2:00 pm.

TECHNICAL SPECIFICATIONS

1. SPECIFICATION 01410 – LABORATORY SERVICES

Paragraph 1.1 Payment was revised to reflect change to the employment and payment for testing laboratory services to be conducted by Owner. Contractor will be responsible for coordination of testing laboratory.

CONSTRUCTION DRAWINGS

No changes.

PRE-BID MEETING QUESTIONS AND CLARIFICATIONS

Q1. In regards to the proposed construction contract period of performance of 205 calendar days to substantial completion: Will the Client be open to a contract amendment or delay of Notice to Proceed due to potential changes in material lead times?

The contract period of performance of 205 calendar days is based on supplier confirmed information of 8 weeks for box culvert production and delivery and 10 weeks for the gates production and delivery. Contractor to provide in writing from product manufacturers, confirmation of product lead time, including estimated time for deliverables within 15 calendar days after Notice to Proceed. If the product lead time differs substantially from this understanding, the Client will entertain contract time extension or postponement of the Notice to Proceed.

Q2. If groundwater is not allowed to be discharged in TxDOT ROW or the Sabine River Authority canal, then where can groundwater be discharged?

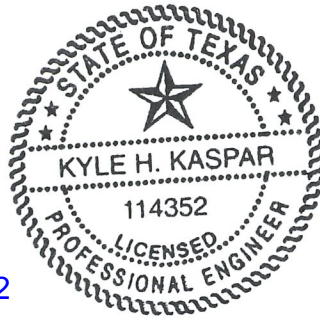
The project is immediately adjacent to a drainage channel operated and maintained by Orange County Drainage District (OCDD). State Highway 87's drainage discharges into this same channel. The Contractor shall coordinate with and obtain the necessary permits or permission to discharge groundwater into OCDD's channel or TxDOT ROW.

No Contractor discharge water is allowed in the Sabine River Authority canal.



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Quiddity Engineering, LLC
TBPE Firm No. F-23290

8/25/2022



END OF ADDENDUM NO. 1

NOTICE TO BIDDERS

**Sabine River Authority of Texas
Gulf Coast Canal – State Highway 87 Crossing Replacement**

General Notice

Sabine River Authority of Texas (Owner) is requesting Bids for the construction of the following Project:

**Gulf Coast Canal – State Highway 87 Crossing Replacement
Project No. RRB 23-0201**

Sealed bids for the construction of the Project will be received at the **Office of the Division Manager** located at **Sabine River Authority’s Gulf Coast Division Office, 1922 I-P Way, Orange, TX 77632**, until **Monday, September 12, 2022 at 2:00 pm** local time. At that time the Bids received will be publicly opened and read.

Bids must be submitted and received no later than the opening date and time specified above. Any Bid received later than the specified time will not be considered and will be returned unopened. The SRA is not responsible for ensuring the delivery of Bids to our offices. Bids shall be sealed and clearly marked, “Request for Bid – Gulf Coast Canal – State Highway 87 Crossing Replacement”.

A mandatory Pre-Bid Conference between the SRA, prospective bidders, suppliers, etc. will be held on Monday, August 22, 2022 at 2:00 pm local time at the Sabine River Authority’s Gulf Coast Division Office, 1922 IP Way, Orange, TX 77632 to make certain that the scope of work is fully understood. All interested parties are requested to attend.

The Sabine River Authority reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all bids, and/or waive any formalities.

Contract documents may be obtained by downloading (1) from www.sratx.org under doing business “bid opportunities” or (2) from CIVCAST USA Website. Hard copies of plans will not be made available for purchase.

Questions regarding contract documents may be sent via CIVCAST Website or emailed to purchasing@sratx.org.

Dates: August 11, 2022
August 18, 2022

BID BOND (PENAL SUM FORM)

Bidder Name: Address (<i>principal place of business</i>):	Surety Name: Address (<i>principal place of business</i>):
Owner Name: Sabine River Authority of Texas Address (<i>principal place of business</i>): 12777 Hwy 87 N Orange, Texas 77632	Bid Project (<i>name and location</i>): Gulf Coast Canal – State Highway 87 Crossing Replacement Bid Due Date: September 12, 2022
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ (<i>Full formal name of Bidder</i>)	_____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>) (<i>Attach Power of Attorney</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Attest: _____ (<i>Signature</i>)	Attest: _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION 01410
LABORATORY SERVICES**

PART 1 – GENERAL

1.1 PAYMENT

- A. The Owner will employ and pay for services of an independent testing laboratory to perform specified testing. Contractor is responsible for coordination with the testing laboratory.
- B. Employment of a testing laboratory in no way relieves the Contractor of his obligation to perform the work according to the contract documents.

1.2 RELATED WORK

- A. General Conditions of the Contract for Construction. Inspections and testing required by laws, ordinances, rules and regulations, or orders of public authorities are the responsibility of the Contractor.
- B. Specification Sections. Contained in the various specification sections are requirements for certification of products, testing, adjusting and balancing of equipment, and other tests and standards.
- C. Division 2, Site Work. Subsurface exploration.

1.3 WORK INCLUDED

Testing is required in accordance with standard Embankment, Excavation, Trenching and Backfill for Utilities, and Structural Excavation and Backfill Specifications.

PART 2 – TESTING LABORATORY

2.1 QUALIFICATIONS

- A. Standards.
 - 1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories.
 - 2. Meet basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
 - 3. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by inspection.

2.2 DUTIES

- A. Cooperate with the Engineer and Contractor and provide qualified personnel promptly on notice.

- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of the contract documents.
- C. Promptly notify the Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- D. Promptly prepare and distribute reports of inspections and tests as follows:
 - 1. Engineer: Two (2) copies
 - 2. Contractor: One (1) copy
 - 3. Owner: One (1) copy
- E. Include the following information for each test as well as additional data specified in the applicable section:
 - 1. Date of Test
 - 2. Location of Test
 - 3. Specified Standards
 - 4. Test Results
 - 5. Remarks

2.3 LIMITS OF AUTHORITY

The laboratory is not authorized to:

- A. Release, revoke, alter, or enlarge on requirements of the contract documents.
- B. Approve or accept any portion of the work.
- C. Perform any duties of the Contractor.

PART 3 – CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to the work, or to manufacturer's operations.
- B. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish labor and equipment:
 - 1. To provide access to the work to be tested.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate inspections and tests.
 - 4. For laboratory's exclusive use for storage and curing of test samples.
- D. Notify the laboratory at least 48 hours in advance of operations to allow for his assignment of personnel and scheduling of tests.
- E. Arrange with the laboratory and pay for additional samples and tests required for the Contractor's convenience.

END OF SECTION