

**Sabine River Authority
Gulf Coast Division
Garrison Siphon Replacement**

ISSUED ON October 11, 2022

ADDENDUM NO. 2

1. The attached sign in sheet from the Mandatory Pre-Bid Meeting for this project that was held on Monday, October 10, 2022 at the Sabine River Authority's office is attached and made a part of these contract documents.
2. The attached Scope of Work shall replace the original Scope of Work in its entirety.
3. The attached Agreement (Contract) shall replace the original Agreement in its entirety.

END OF ADDENDUM NO. 2



**SABINE RIVER AUTHORITY
GULF COAST DIVISION PUMP STATION
GARRISON SIPHON REPLACEMENT**

SCOPE OF WORK

GENERAL

This project provides for replacement of an inverted siphon structure, known as the Garrison Siphon, which conveys freshwater within the SRA canal system under and across an existing drainage ditch. The existing structure is damaged and is undersized. This project will provide for the construction of two new 72" steel pipe inverted siphons and one future siphon stubout with new concrete headwalls and the realignment of the canal to the new siphon locations.

Additive alternate bid items are provided for the removal of the existing siphons and, the existing sheet piling from the canal. Additive alternate bid items are also provided for supplying stoplogs.

This contract shall include all necessary superintendence, labor, materials, equipment, tools, piping, field jointing, cleaning, grouting, excavation, trenching, shoring, fill, grading, backfill, surface restoration, testing, clearing, hauling and disposal of trees and brush, hauling and disposal of excess select soils, and incidental items necessary for the construction of the proposed facilities as shown in the plans and documented in the specifications.

Prior to the start of construction, the Contractor shall submit a construction schedule to the Engineer detailing his anticipated activities with estimated dates for the completion of each activity and section. The Contractor shall coordinate with the SRA and provide a minimum of two (2) weeks' notice prior to the beginning of the work and prior modifying the operations of any facility, including, but not limited to canal isolation, diversion pumping, and/or temporary rerouting of the canal.

The Contractor is responsible for the restoration of all disturbed surfaces, including pavement and rock driveways. All surfaces shall be returned to original condition or better.

The Contractor shall be responsible for the startup and testing of each system embraced in this Contract. All systems shall be demonstrated to be functioning at design conditions prior to being considered complete. Where requested or required by the Engineer, the Contractor shall submit test data and certify in writing that the systems tested performed as required by the plans and specifications at design conditions.

SUMMARY OF WORK

BASE BID

1. Construct new concrete structures for each end of the new siphon structure; headwalls, wingwalls, isolation/access ways, etc.
2. Fabricate, including coating of all interior and exterior surfaces, 72" diameter steel pipe and fittings required for construction of the new siphon structure(s).
3. Install 72" diameter steel pipe siphons across existing drainage ditch.
4. Construct new canal levees to realign canal with new siphons.
5. Restore all surfaces and provide hydromulch on all disturbed earthen surfaces.

ADDITIVE ALTERNATE BID

1. Demolish, remove, and dispose of all features of the existing inverted siphon structure.
2. Excavate and regrade a section of canal embankments to allow abandoned segment of the existing canal to drain to the drainage ditch.
3. Provide stoplogs

BID PROPOSAL

1. BASE BID ITEMS

Unit pricing established on the successful bidders bid form shall be basis for payment calculations. These prices shall be honored by the Contractor until written notice is received from the Engineer that these items are being modified by a duly executed Change Order or until final completion of the project.

2. ADDITIVE ALTERNATE BID ITEMS

Additive Alternate Bid Items have been included. These items may or may not be considered in the determination of the apparent lowest bidder. These items may or may not be awarded, at the discretion of the Owner.

RELATED CONSTRUCTION

There are no current or future projects underway at this facility. If this changes the successful bidder will be required to coordinate his schedule and use of the site with the contractor so that work may be completed without delay.

SITE ACCESS DURING CONSTRUCTION

The contractor shall be responsible for maintaining all access roads, driving areas, rock areas, and parking areas affected by his operation at the existing site during construction. The contractor shall ensure that these areas remain accessible and passable by the Owner's personnel and their condition shall not impede the existing site operations regardless of the size and type of vehicle needing access. Bid may provide allowance for contractor to provide and place limestone and/or base material to provide improved all-weather access to the construction site. Any utilization of such allowance shall be with written approval by the owner. There shall be no additional compensation for maintaining these roads and access areas. The contractor shall be responsible for closing all access gates when they enter and leave the site.

WORK SEQUENCE

It shall be the responsibility of the Contractor to coordinate all work with the Engineer, Owner, utility owners, and any other party affected by this project. Normal site operations must be diverted, and downstream flows must be maintained during the course of this project. The Contractor must coordinate all of his efforts with the Owner and the Engineer to avoid interrupting operations. At no time will the Contractor be allowed to cause any unit that is in operation to be taken out of service without the approval of the Owner and the Engineer.

Contractor must also maintain cross drainage and avoid any disruption to the drainage ditch service throughout the construction period.

The Contractor shall submit to the Engineer at least ten (10) days before beginning construction, a construction sequence in writing detailing the anticipated sequence and schedule for constructing the major portions of this project for the Engineer's approval. The Contractor shall notify the Engineer prior to deviating from this schedule. The schedule must comply with the requirements set forth in the plans, specifications, and contract documents.

CONDITIONS AT THE ROUTE

1. The proposed improvements may cross or parallel pipelines, gas lines, fiber optic telephone cables, telephone cables, and other utilities. The locations of these lines have not been shown on the plans, the location of these utilities are the sole responsibility of the Contractor. Any damage to any pipeline or utility is the responsibility of the Contractor and the owner of the damaged facility.
2. The Contractor shall coordinate with the Owner for location of various cables, conduits, water lines, injection lines, and other infrastructure at the construction site. Where the Owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay and at no additional cost to the Owner.

3. Access to the sites will be by TxDOT, County, City, and/or private roads and drives. The Contractor shall restore all pavement sections or other surfaces that are damaged by the Contractor to their original condition or better, in the opinion of the Engineer and the Owner. This shall include any base section repairs that are necessary, in the opinion of the Engineer. There shall be no additional payment for pavement replacement or surface restoration.

4. Bidders should visit the proposed project sites to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that He is familiar with the site conditions and that His bid provides for reasonable unanticipated conditions.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The replacement of an existing inverted siphon structure known as Womack Siphon. Project includes earthwork, steel pipe fabrication and installation, and structural concrete elements in a rural location.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sabine River Authority
Gulf Coast Division
Garrison Siphon Replacement

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by LJA Engineering, Inc., (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Substantial Completion and Final Payment*

A. The Work will be substantially completed within **210** calendar days after the date when Contract Times commence to run and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **240** calendar days after the date when Contract Times commence to run.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. The parties stipulate and agree that Owner's damages are difficult or incapable of estimation at the time this Agreement is made; and that the amount stated above is a reasonable forecast, based on information available to the parties at the time this Agreement is made, of what just compensation would be in the event of delay.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as shown in the Bid Proposal.

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Total of all Bid Prices

\$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twenty-fifth (25th) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage).
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 Interest on retainage will be paid in accordance with the provisions of Section 2252.032, Texas Government Code.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor 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. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings
 - 8. Addenda
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Sabine River Authority _____

By: _____

Title: _____

Attest _____

Title: _____

Address for giving notices:

Mark Mann, Director of Engineering Services _____

12777 State Highway 87 _____

Orange, Texas 77632 _____

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

Approve to form:

District Attorney

Date