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ADDENDUM NO. 2
RFB # 12-026

Date: December 9, 2011
To: All Interested Parties
From: Julie Allen
Buyer
Re: **RFB # 12-026**

The following additions, deletions, changes or clarifications to RFB # 12-026 are hereby made a part of the RFB Documents for the above referenced project as fully and as completely as though the same were included therein.

Change:

1. The Bidder's Bond should be in the amount of 5% of the Total Bid Price, not 10%. The revised Bidder's Bond form is attached. (Specification 00 43 13)

Clarifications:

1. Only the sections of pavement that are removed (if necessary to complete the work) must be replaced. Contractor shall repair pavements in accordance with details shown on Exhibit 5 of the Project Manual.
2. A bypass pumping plan will be a required submittal from the Contractor prior to starting construction on the project.
3. Bidders must include the RFB# 12-026 on the bid envelope.
4. There is no location in the area of the work available for the storage of spoils.
5. The proposed force main will tie-in to the existing force main just outside the Lift Station.
6. There is no specific grade or profile given for the proposed force main. The Contractor shall install the proposed force main in the vicinity of the existing force main and within SJRA's allotted easement. The elevation of the proposed force main shall not to exceed the elevation where the existing force main discharges into the receiving manhole.
7. The Contractor is responsible for staking the proposed force main route.

8. Directional drilling is the method preferred for as much of the project as possible, but some boring with the use of bore pits will be allowed where necessary (road crossings, steel cased sections, short sections, etc.).
9. All casing must be steel (no plastic casing allowed).
10. The HDPE specification included in the Project Manual lists the specific requirements for HDPE materials.
11. SJRA will set up and pay for any backfill density tests.
12. SJRA will locate all SJRA lines in the vicinity of the project, and will coordinate with the Woodlands Joint Powers Agency to locate smaller water and sewer utilities. The Contractor will be responsible for calling for locates for electrical, gas, etc.
13. Casing is **NOT** required where the proposed force main crosses the existing 6" gas pipeline (shown on Exhibit 3). The Contractor shall be required to install the proposed force main under the existing gas pipeline, while maintaining a minimum 2' clearance between the proposed force main and the existing gas pipeline.

Please acknowledge receipt of this addendum with signature and date and return with completed bid. Failure to do so may cause your Bid to be considered non-responsive.

Receipt of this Addendum No. 2 is hereby acknowledged

Authorized Signature

Date

Company Name

**Section 00 43 13
BIDDER'S BOND**

THAT WE, _____, as Principal,
(Bidder)
("Bidder"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the San Jacinto River Authority, a municipal corporation, in the sum of _____ Dollars (\$ _____) (an amount equal to 5 percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for the payment of which sum, well and truly to be made to the San Jacinto River Authority and its successors, the Bidder and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Bidder has submitted on or about this day a proposal offering to perform the following:

(Project Name, Location and Number)

in accordance with the Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the Bidder's offer as stated in the Document 00 41 00 – Bid Form is accepted by the San Jacinto River Authority, and the Bidder executes and returns to the San Jacinto River Authority Document 00 52 00 – Agreement, required by the San Jacinto River Authority, on the forms prepared by the San Jacinto River Authority, for the Work and also executes and returns the same number of the Performance, Payment and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized by the State Board of Insurance to conduct insurance business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) and other submittals as required, in connection with the Work, within the Contract Time, then this obligation shall become null and void; otherwise it is to remain in full force and effect.

If Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and Surety shall be liable to the San Jacinto River Authority for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the San Jacinto River Authority on account of the failure of such Bidder to perform such obligations, the actual amount of such damages being difficult to ascertain.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving Party may hereafter prescribe by written notice to the sending Party.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

ATTEST/SURETY WITNESS: (SEAL)

(Name of Bidder)

By: _____
Name:
Title:
Date:

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

END OF SECTION