



Gulf Coast Water Authority

3630 Highway 1765

Texas City, Texas 77591

409.935.2438

fax 409.935.4156

ADDENDUM NO. 1

April 2, 2015

TO: Prospective Bidders

**Re: Project No. 06.20.20150318
Fence Improvements at Thomas S. Mackey WTP
BIDS DUE: April 9, 2015 AT 10:00 AM**

This Addendum forms a part of the Bid Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

Document 00410, Bid Form, Remove and replace Document 00410 – Bid Form with the attached specification section

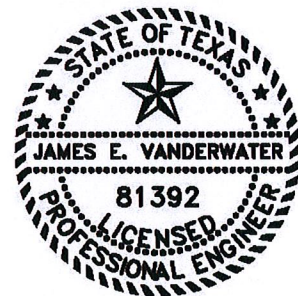
Document 00610, Insert Performance Bond for Contract Price over \$100,000, with attached Document 00610.

Drawings: Remove and replace SITE DRAWING with the attached SITE DRAWING.

END OF ADDENDUM NO. 1

A handwritten signature in black ink that reads "James E. Vanderwater". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James E. Vanderwater, P.E.
Engineer
Gulf Coast Water Authority



**DOCUMENT 00410
 UNIT PRICE BID PROPOSAL**

1.0 CONTRACT TIME

If offer is accepted, Contractor shall achieve Date of Substantial Completion within 60 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.0 UNIT PRICES

| Item no. | Item description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|----------|--|--------------|---------------|-----------------------------------|------------------|
| 1 | Fence, 6' tall with 3 strands of barb wire, Including Posts, Top Rail, and 15 corner posts | LF | 1,150 | | |
| 2 | Fence, 8' tall with 3 strands of barb wire, Including Posts, Top Rail, and corner posts. | LF | 20 | | |
| 3 | Replace Fence Fabric, 6' tall | LF | 1,100 | | |
| 4 | Swing Gate, 6' tall with 3 strands of barb wire, 8' long each. | EA | 2 | | |
| 5 | Swing Gate, 6' tall with 3 strands of barb wire, 12' long each, 8" diameter Posts, set 4' deep, minimum | EA | 2 | | |
| 6 | Swing Gate, 6' tall with 3 strands of barb wire, 4' personnel gate | EA | 1 | | |
| 7 | Post support on Concrete Headwall, 4" Diameter with mounting plate | EA | 3 | | |
| 8 | Remove existing fence and gates | LF | 440 | | |
| 9 | Replace Fabric on Gates | LF | 30 | | |
| 10 | Paint existing gate frame, Solvent Clean & Sand surface. Apply Sherwin Williams Zinc Clad 5; 3 to 4 mils DFT or equal. | LF | 40 | | |

| ITEM 11-15; EXTRA WORK ITEMS THAT WILL BE USED IF APPROVED BY THE AUTHORITY ENGINEER | | | | | |
|--|---|----|-----|--|--|
| 11 | Replace Existing Corner Post | EA | 8 | | |
| 12 | Replace Existing Line Post | EA | 18 | | |
| 13 | Replace Existing Top Rail | LF | 400 | | |
| 14 | Replace Existing 3 Strand Barb Wire Bracket | EA | 40 | | |
| 15 | Replace Barb Wire, 3 - Strands | LF | 200 | | |

TOTAL BID PRICE: \$ _____

REFERENCES OF CONTRACTORS FOR PREVIOUS JOBS DONE

| No. | Date Job was Completed | Job Description | Contact Name Phone Number | \$ Amount |
|-----|------------------------|-----------------|------------------------------|-----------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

3.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder: _____
(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

** By: _____
Signature Date

Name: _____
(Print or type name) Title

Address: _____
(Mailing)

(Street, if different)

Telephone and Fax Number: _____
(Print or type numbers)

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND

THAT WE, CONTRACTOR NAME, as Principal, hereinafter called Contractor, and the other subscriber hereto, SURETY NAME, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the GULF COAST WATER AUTHORITY, a political subdivision of the State of Texas (AUTHORITY) situated in Galveston County, Texas, in the sum of WRITTEN DOLLAR AMOUNT dollars and WRITTEN CENTS AMOUNT cents (\$NUMBERS), for the payment of which sum well and truly to be made to the AUTHORITY and its successors, the said Contractor 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 Contractor has on or about this day executed a Contract in writing with the AUTHORITY for (PROJECT NAME), all of such work to be done as set out in full in said Contract Documents therein referred to and approved by the AUTHORITY, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the AUTHORITY may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound for such period of warranty as shall be expressed and set out in the General Conditions of Agreement, under the terms and conditions thereof and for an additional period of one (1) year as is provided for in Chapter 2253, Texas Government Code, as amended.

It is further understood and agreed that the Surety does hereby relieve the AUTHORITY and its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the AUTHORITY shall retain certain amounts due the Contractor until the expiration of thirty

days (30 Days) from the acceptance of the Work, which is intended for the AUTHORITY's benefit, and the AUTHORITY shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the AUTHORITY and its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify, defend and save harmless the AUTHORITY from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the AUTHORITY gives Surety notice of Contractor's default, Surety shall, within forty-five days (45 Days), take one of the following actions:

1. Arrange for Contractor, with consent of the AUTHORITY, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the AUTHORITY shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) 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 said Contractor 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)

CONTRACTOR NAME
Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS: (SEAL)

SURETY NAME
(Full Name of Surety)

SURETY STREET ADDRESS
(Physical Address of Surety for Notice)

SURETY MAILING ADDRESS
(Mailing Address of Surety for Notice)

SURETY PHONE NUMBER
(Telephone Number of Surety, with area code)

By: _____
Name: SURETY WITNESS
Title: WITNESS TITLE
Date:

By: _____
Name: SURETY ATTORNEY
Title: Attorney-in-Fact
Date:

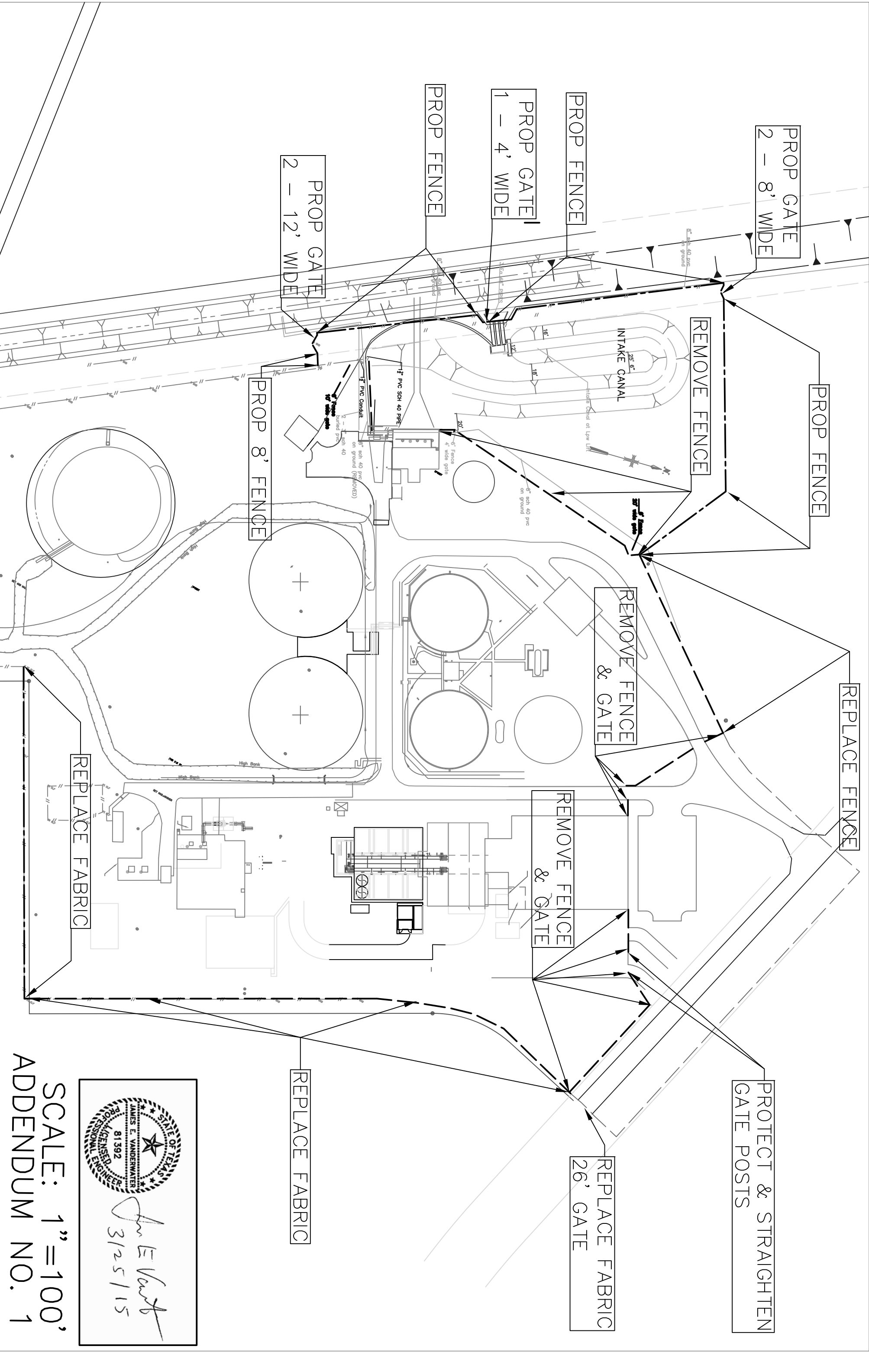
CERTIFICATE AS TO _____ PRINCIPAL

1. I, _____, certify that I am the secretary of the _____ named as principal in the within Bond, that _____, who signed the said Bond on behalf of the principal, was then _____ of said _____, that I know his/her signature thereto is genuine, and that Bond was duly signed, sealed, and attested for and in behalf of said _____ by authority of its governing body.

Corporate Seal (required if a Corporation)

2. Surety shall provide current power-of-attorney.
3. Date of Bond and surety power-of-attorney shall not be dated prior to the date of the Agreement.
4. Surety companies executing bonds shall appear on the Treasury Departments most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

END OF DOCUMENT



PROP GATE
2 - 8' WIDE

PROP FENCE

PROP GATE
1 - 4' WIDE

PROP FENCE

PROP GATE
2 - 12' WIDE

REMOVE FENCE

INTAKE CANAL

PROP FENCE

PROP 8' FENCE

REMOVE FENCE
& GATE

REPLACE FENCE

REMOVE FENCE
& GATE

REPLACE FABRIC

PROTECT & STRAIGHTEN
GATE POSTS

REPLACE FABRIC
26' GATE

REPLACE FABRIC

STATE OF TEXAS
 JAMES E. VANDERWATER
 81392
 LICENSED PROFESSIONAL ENGINEER
James E. Vanderwater
 3/125/15

SCALE: 1"=100'
 ADDENDUM NO. 1