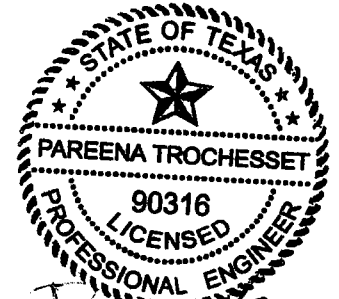


ADDENDUM NO. 1
CLEARING AND GRUBBING
TO SERVE
THE SOUTH BEND AREA
OF THE IMPERIAL DEVELOPMENT
IMPERIAL REDEVELOPMENT DISTRICT
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS

August 16, 2010

LJA JOB NO. 1290-0882C (9.4)



Pam Aunt
8/16/10

The following changes will be considered part of the Construction Plans, Bid Proposal and Contract Documents:

1.) Reference: **Contract Documents – Bid Proposal**

Replace: Pages 2, 3, and 4 of 6 with revised Pages 2, 3, and 4 of 6 (attached).

2.) Reference: **Contract Documents – Special Conditions**

Replace: Page 2 of 10 with revised Page 2 of 10 (attached).

3.) Reference: **Technical Specifications – Section 02233 – Clearing and Grubbing**

Replace: Page 2 of 2 with revised Page 2 of 2 (attached).

Clarification: Clearing, grubbing and root raking in light and heavy wooded areas shall include removal of surface debris and rubbish, plant life, shrubs & trees including all root systems (for both the heavy and light wooded areas) in accordance with Specification Section 02233. The contractor's means and methods for clearing the light and heavy wooded areas is up to the individual contractor however all cleared and grubbed material shall be disposed of and the site shall be left free of all cleared debris upon completion. No clearing debris shall be disked or incorporated back into the site. Contactor shall bid Clearing and Grubbing item numbers 1 and 2 to include burning of the cleared debris onsite in accordance with the state and local governmental agency requirements and the specifications. Contractor shall obtain all permits required for burning debris onsite. Miscellaneous item numbers 6 and 9 will only be used if onsite burning is not allowed by the governmental agencies.

There are no other changes or revisions to the Construction Plans, Bid Proposal and Contract Documents at this time.

**PROPOSAL BIDDING SHEET
CLEARING AND GRUBBING
TO SERVE
THE SOUTH BEND AREA
OF THE IMPERIAL DEVELOPMENT
IMPERIAL REDEVELOPMENT DISTRICT
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS**

JOB NO. 1290-0882C

Gentlemen:

Pursuant to the foregoing Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the Clearing and Grubbing to Serve The South Bend Area, of the Imperial Development, City of Sugar Land, Fort Bend County, Texas and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

CLEARING AND GRUBBING

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	58	AC	Clearing and Grubbing of Dense Wood Area, Includes Root Raking, Back Dragging, Burning of Tree Debris and any Required Permit, Complete in Place	\$ _____	\$ _____
2.	126	AC	Clearing and Grubbing of Light Wood Area, Includes Root Raking, Back Dragging, Burning of Tree Debris and any Required Permit, Complete in place	\$ _____	\$ _____
3.	1	LS	Wood Mats at All Locations where the contractor crosses Houston Pipeline, Complete in place	\$ _____	\$ _____
4.	1	LS	Construction Staking by the Contractor per Gene Baker, GBI Surveying, 713.995.1306, Complete in place	\$ _____ \$15,288.00*	\$ _____
SUBTOTAL CLEARING AND GRUBBING				\$ _____	

***DENOTES MINIMUM UNIT PRICE BID**

**PROPOSAL BIDDING SHEET
CLEARING AND GRUBBING
TO SERVE
THE SOUTH BEND AREA
OF THE IMPERIAL DEVELOPMENT
IMPERIAL REDEVELOPMENT DISTRICT
CITY OF SUGAR LAND
FORT BEND COUNTY, TEXAS**

JOB NO. 1290-0882C

MISCELLANEOUS ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	100	LF	Extra Filter Fabric Fence, Complete in Place	\$ _____ \$1.00*	\$ _____
2.	100	LF	Extra Reinforced Filter Fabric Fence, Complete in Place	\$ _____ \$1.00*	\$ _____
3.	50	SY	Extra Stabilized Construction Exit, Complete in Place	\$ _____ \$10.00*	\$ _____
4.	50	LF	Extra Type II (Reinforced) Filter Dam, Includes Removal and Disposal, Complete in place	\$ _____ \$15.00*	\$ _____
5.	7,000	LF	Extra V Bottom Ditch, 3:1 side slope, 2-4 feet depth (to be used ONLY at the direction of the Engineer), Complete in place	\$ _____ \$0.75*	\$ _____
6.	58	AC	Additional Cost of Hauling of Cleared and Grubbed Trees and Debris (for Dense Wood Area) Offsite to Disposal Facility, In Case Burning On-Site is Not Allowed by Governmental Agencies (Only at Written Direction of Engineer) Complete in Place	\$ _____	\$ _____
7.	1	LS	Double Swing Gate (Minimum 20' Opening) with Combination Lock, Complete in Place	\$ _____	\$ _____

*DENOTES MINIMUM UNIT PRICE BID

PROPOSAL BIDDING SHEET – CONTINUED
 CLEARING AND GRUBBING TO SERVE THE SOUTH BEND AREA
 OF THE IMPERIAL DEVELOPMENT
 IMPERIAL REDEVELOPMENT DISTRICT
 CITY OF SUGAR LAND
 FORT BEND COUNTY, TEXAS
 JOB NO. 1290-0882C

MISCELLANEOUS ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
8.	20	LF	Chain Link Fence, Complete in Place	\$ _____	\$ _____
9.	126	AC	Additional Cost of Hauling of Cleared and Grubbed Trees and Debris (for Light Wood Area) Offsite to Disposal Facility, In Case Burning On-Site is Not Allowed by Governmental Agencies (Only at Written Direction of Engineer) Complete in Place	\$ _____	\$ _____
10.	1	LS	Storm Water Pollution Inspection Reports Conducted on a Weekly Basis According to TCEQ Permit, Complete in place	\$ _____	\$ _____
11.	100	LF	Extra Orange Construction Fence, Complete in place	\$ _____ \$1.00*	\$ _____
SUBTOTAL MISCELLANEOUS ITEMS				\$ _____	

*DENOTES MINIMUM BID UNIT PRICE

SCHEDULES

Standard General Conditions 2.05, 2.06, 2.07 and 6.04 shall be modified as follows.

CONTRACTOR shall submit a progress schedule for ENGINEER'S review within 7 days of Contract award which establishes a sequence and duration of the Work enabling Substantial and Final Completion by the dates stated in the Agreement. ENGINEER's review and approval of the Schedule shall not relieve CONTRACTOR from its responsibility to meet Contract Substantial Completion and Final Completion dates.

SURVEYING TO BE PAID FOR BY OWNER

Standard General Condition 4.05 shall be modified as follows.

OWNER will provide limited control staking (maximum 10 points). **CONTRACTOR shall provide total construction staking.**

ADDITIONAL OWNER'S INSURANCE REQUIREMENTS

Standard General Condition 5 shall be modified as follows.

Additional insurance requirements are provided in the Appendix. These additional requirements shall supersede those provided in the Supplementary Conditions.

BONDS

Standard General Conditions 5.01 and 5.02 are modified as follows.

Payment and Performance Bonds

CONTRACTOR shall provide performance and payment bonds meeting the following requirements. The surety company issuing payment and performance bonds for such construction Projects must (a) be authorized to do business in the State of Texas as evidenced by licensing through the State Board of Insurance; (b) be authorized to issue payment and performance bonds in the amount required for the Contract as indicated by the records of the State Board of Insurance; and (c) have a rating of at least "B+" in the current Best's Key Rating Guide, or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such payment and performance bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury with respect to payment and performance bonds for federal jobs, including specifically the rules related to the underwriting limitation.

The person executing a payment and performance bond must: (a) be licensed as a Texas Local Recording Agent through the State Board of insurance as required by the laws of the State of Texas and such licensing must be recorded in the files of the State Board of Insurance; and (b) hold an appointment from the surety company to execute payment and performance bonds and bind such surety, and such appointment must be recorded in the office of the State Board of Insurance.

Neither OWNER's receipt of non-compliant bonds or non-compliant insurance certificates nor OWNER's allowance of CONTRACTOR to proceed with the Work, shall be construed to relieve CONTRACTOR of its obligation to provide bonds and insurance according to the requirements of these CONTRACT DOCUMENTS. Additionally, failure to provide compliant bonds shall be a material breach justifying immediate termination for cause.

The OWNER adopts these criteria as the minimum standards for the acceptability of surety companies issuing payment and performance bonds for the construction of all OWNER's facilities; however, the OWNER reserves

CLEARING AND GRUBBING

- C. Clearing and grubbing done outside the existing clearing limits, for any purpose, shall be done at the Contractor's expense and Contractor may be subject to a fine as stipulated in the Special Conditions of the Contract, unless pre-approved by the Owner or Engineer in writing.

3.02 CONSTRUCTION METHODS

- A. The areas specified for clearing shall be cleared of stumps, brush, logs, rubbish, trees shrubs, **and grass**.
- B. On all cleared areas, all stumps, roots, etc., shall be removed to a depth of at least 2 feet below the existing ground surface or at least 3 feet where roadways are proposed. All holes remaining after clearing and grubbing shall be backfilled and compacted to at least ninety-five percent of Standard Proctor Density per ASTM D-698 and the site shall be graded to provide positive drainage and prevent ponding.
- C. All cleared and grubbed materials shall be disposed of off-site in a disposal facility authorized by the Environmental Protection Agency or burned within designated areas on the Owner's property if allowed by the local governmental agencies. Burn pit locations must be approved by the Engineer prior to burning activities. The CONTRACTOR shall not bury any refuse on OWNER'S property. No surface burning will be allowed.
- D. Ash resulting from on-site burning activities may be disposed of on-site within areas designated by the ENGINEER only if pre-approved by the OWNER in writing.
- E. All costs (permit fees, hauling fees, disposal fees, etc.) associated with the disposal of all materials resulting from the clearing and grubbing shall be due responsibility of the Contractor.