

March 13, 2024

**ADDENDUM NO. 2**

TO: **All Prospective Bidders**  
PROJECT: **PHASE II CHARLIE'S PASTURE NORTH TRAIL  
FEMA PROJECT No. 36926**  
OWNER: **CITY OF PORT ARANSAS**  
BID DATE: **FRIDAY, MARCH 15, 2024**

---

Prospective bidders are hereby notified of the following modifications to the contract documents. These modifications shall become a part of the contract documents. All provisions of the contract documents not specifically affected by the addenda shall remain unchanged.

**A. SPECIFICATIONS:****1) Index Page 3 of 3 under PERMIT**

**ADD: Nationwide Permit 14 – Linear Transportation Project – (ATTACHMENT 1)**  
**TCEQ Section 401 Water Quality Certification – (ATTACHMENT 1)**

**2) SECTION 1B2 - CONTRACT**

**SECTION: 1E1 through 1E7 was duplicated in place of 1B2[1] – AGREEMENT.**

**DELETE: Duplicated Section 1E1 through 1E7.**

**ADD: 1B2[1] – AGREEMENT – (ATTACHMENT 2)**

**The original Section 1E1 through 1E7 shall remain under the appropriate section. -  
SECTION 1E – Special Conditions.**

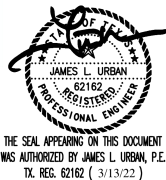
---

**ACKNOWLEDGEMENT:**

It is the Bidder's responsibility to acknowledge receipt of this Addendum No. 2 at the appropriate location in Section 1A3 - Proposal for Unit Price Bid.

URBAN ENGINEERING

END OF ADDENDUM NO. 2



---

James L. Urban, P. E.  
Project Engineer

## **DIVISION 6 – CARPENTRY**

### **SECTION 6A – ROUGH CARPENTRY**

6A1[1] – Framing and Sheathing

6A3[1] – Wood Docks and Piers

## **DIVISION 10 – SPECIALTIES**

### **SECTION 10C – FIBERGLASS GRATING**

10C1[3] – Fiberglass Reinforced Polypropylene Grating

## **PERMIT**

Permit No: SWG-2008-01000; Nationwide Permit Verification – January 24, 2024

**Nationwide Permit 14 – Linear Transportation Project**

**TCEQ Section 401 Water Quality Certification**

## DIVISION 1 - GENERAL REQUIREMENTS

### SECTION 1B - AGREEMENT

#### 1B2<sup>[1]</sup> AGREEMENT

STATE OF TEXAS

COUNTY OF NUECES

THIS AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of Port Aransas, of the County of Nueces, State of Texas acting through the City Manager, thereunto duly authorized so to do, Party of the First Part, termed in the Contract Documents as the "OWNER and \_\_\_\_\_ Party of the Second Part, termed in the Contract Documents as the "CONTRACTOR".

#### WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the construction of certain work described as follows:

#### PHASE II CHARLIE'S PASTURE NORTH TRAIL FEMA PROJECT No. 36926 PORT ARANSAS, TEXAS

and all work extra in connection therewith, under the terms as stated in the General Conditions of the Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the proposal attached hereto, and in accordance with all the General Provisions and Requirements, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications and Special Provisions therefore, and the Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

THE CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete same by **November 1<sup>st</sup>, 2024**, after the date of the written notice to commence work. In defaulting thereof, the Contractor shall be liable for liquidated damages as provided for in the Contract Documents.

THE OWNER agrees to pay the Contractors in current funds for the performance of the contract in accordance with the Proposal submitted herefore, subject to additions and deductions, as provided in the General Provisions and Requirements, and to make payments on account thereof as provided therein, and the prices as shown by the Proposal or bid of the Contractor shall be full compensation to be received by said Contractor under the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in five (5) parts at Nueces County, Texas, the year and day first above written.

ATTEST:

\_\_\_\_\_

CITY OF PORT ARANSAS  
Party of the First Part (OWNER)

By: \_\_\_\_\_  
David Parsons, City Manager

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email