

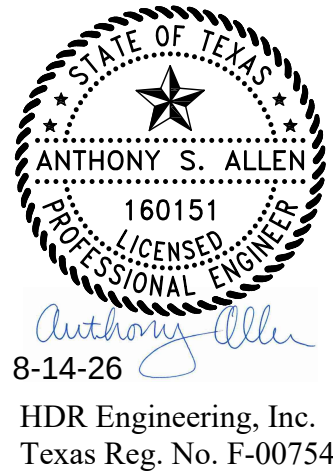
ADDENDUM NO. 2

Date: August 14, 2026

To: All Prime Bidders of Record

From: Anthony Allen, P.E.
HDR Engineering, Inc.
555 N. Carancahua Street, Suite 1600
Corpus Christi, TX 78401

Project: Marina Boat Ramp Parking Lot Repair
City of Port Aransas, Texas
HDR Job No. 10465344



This addendum forms a part of the Contract Documents, and modifies the original specifications, drawings, and addenda as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect. Acknowledge receipt of this Addendum in space provided on the bid proposal. Failure to do so may subject the bidder to disqualification.

Bid Form:

Remove and replace Bid Proposal Pages BP-4 and BP-5 (Addendum No. 1) in the Specifications with the attached **Revised Pages BP-4 and BP-5 (Addendum No. 2)**.

A summary of changes are as follows:

1. Bid Item #5 – 4” Yellow Parking Striping has been changed from thermoplastic material to paint in accordance with TxDOT DMS-8200 Traffic Paint.
2. Bid Item #11 – Storm Sewer Repair at Sinkhole has been updated to include trench safety.

EJCDC C-800 Supplemental Conditions of the Construction Contract:

Remove and replace Pages 15 thru 18 in this Section with the attached **Revised Pages 15 thru 18**. Supplemental Item SC-15.01.B.4 has been added to clarify progress payment retainage requirements.

Technical Specification 01025 – Measurement and Payment:

Remove and replace Pages 01025-4 thru 01025-6 (Addendum No. 1) in this Section with the attached **Revised Pages 01025-4 thru 01025-6 (Addendum No. 2)**. Changes were made in Paragraphs 1.05 and 1.11 to correlate to the changes made in the appropriate bid items.

Clarifications:

- 1. The Bid Item for Detectable Warning Surface shall only be for the surface applied detectable warning panel as per the details on Drawing Sheet C9.**
- 2. The removal, maintaining and resetting of the bollards that currently protect the electrical panel as called out on Drawing Sheet C2 shall be considered incidental to the Phase 2 paving items.**
- 3. The approximate depth of the existing storm sewer at the sinkhole location is 5', measured from the existing asphalt pavement to the outfall pipe.**
- 4. Bidders shall refer to the Paving Notes, Subparagraph 5A – Asphalt Crack Sealing, on Drawing Sheet C1 for the required material to use for this work.**
- 5. Bidders shall refer to the Paving Notes, Subparagraph 5C – Fog Seal, on Drawing Sheet C1 for the required fog seal material and application rate.**
- 6. There are to be no changes made with regards to the proposed surveying requirements, paving methods and cross-sections established for Phases 1 and 2. Bidders are to bid the project in accordance with the Plans and Specifications, including revisions issued in Addendum No. 1 and this addendum. Per the project requirements, the final product is to match the new asphalt riding surface at the same elevation as the existing pavement elevation, with minor corrections to problematic areas. The Contractor shall meet these requirements and include the cost into the appropriate bid item(s) to achieve this in his means and method.**

END OF ADDENDUM NO. 2

BID FORM
CITY OF PORT ARANSAS, TEXAS
MARINA BOAT RAMP PARKING LOT REPAIR

A. GENERAL ITEMS

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION, DEMOBILIZATION, GENERAL CONDITIONS, BONDS AND INSURANCE (MAX 3% , EXCLUDING THIS ITEM)	L.S.	1	\$ _____	\$ _____
2	PRE-CONSTRUCTION TOPOGRAPHIC SURVEY, GRADE CORRECTION SUBMITTAL, AND FINAL AS-BUILT SURVEY BY TEXAS RPLS	L.S.	1	\$ _____	\$ _____
3	TRAFFIC CONTROL AND REGULATION, INCLUDING TRAFFIC CONTROL PLAN, ERECTION AND DISMANTLING, SIGNS, BARRICADES, CHANNELIZING DEVICES, PEDESTRIAN ACCESS, AND MAINTENANCE OF ACCESS	L.S.	1	\$ _____	\$ _____
4	STORM WATER POLLUTION PREVENTION MEASURES, INCLUDING SILT FENCING, INLET PROTECTION BARRIERS, ERECTION, REPAIRING, REPLACING, AND REMOVAL	L.S.	1	\$ _____	\$ _____
5	4" YELLOW PARKING STALL STRIPING, ACCESSIBLE PARKING STRIPING, AND ACCESS AISLE HATCHING PER TXDOT DMS-8200 TRAFFIC PAINT	L.S.	1	\$ _____	\$ _____
6	ACCESSIBLE PARKING SYMBOL AND SIGN ASSEMBLY, INCLUDING THERMOPLASTIC ACCESSIBLE PARKING SYMBOL, ACCESSIBLE PARKING SIGN, POST, FOUNDATION, AND ALL APPURTENANCES	EA.	7	\$ _____	\$ _____
7	CROSSWALK STRIPING, THERMOPLASTIC MATERIAL	L.F.	120	\$ _____	\$ _____
8	DETECTABLE WARNING SURFACE	EA.	3	\$ _____	\$ _____
9	CONCRETE WHEEL STOPS	EA.	35	\$ _____	\$ _____
10	BULKHEAD CAP REPAIR, INCLUDING SAWCUT, CONCRETE REPAIR, REBAR CLEANING, BONDING AGENT	L.S.	1	\$ _____	\$ _____
SUBTOTAL GENERAL ITEMS (A)					\$ _____

B. STORM SEWER REPAIR ITEMS

11	STORM SEWER REPAIR AT SINKHOLE, ALL SIZES AND DEPTHS, INCLUDING UNCOVERING THREE JOINTS OF STORM SEWER FOR INSPECTION AND TRENCH SAFETY	EA.	1	\$ _____	\$ _____
12	GRATE INLET MODIFICATION, INCLUDING NEW GRATE AND FRAME, CAST-IN-PLACE TOP, GRATE ADJUSTMENT TO PROVIDE POSITIVE DRAINAGE, AND RESET EXISTING PERMEABLE PAVERS	EA.	7	\$ _____	\$ _____
SUBTOTAL STORM SEWER REPAIR ITEMS (B)					\$ _____

C. PHASE 1 PAVING ITEMS (FULL DEPTH RECONSTRUCTION)

13	MILL 2" EXISTING HMAC PAVEMENT, INCLUDING HAULING AND PROPER DISPOSAL	S.Y.	10,525	\$ _____	\$ _____
14	CONCRETE PAVING DEMOLITION	S.Y.	250	\$ _____	\$ _____
15	8" RECYCLED CEMENT STABILIZED BASE COURSE, INCLUDING PULVERIZING EXISTING BASE MATERIAL, 2" CRUSHED CONCRETE, 11% PORTLAND CEMENT BY WEIGHT, COMPACTED SUBGRADE, AND MICROCRACKING	S.Y.	10,750	\$ _____	\$ _____
16	PRIME COAT	GAL	3,225	\$ _____	\$ _____
17	2" HMAC TYPE D	S.Y.	10,750	\$ _____	\$ _____
SUBTOTAL PHASE 1 PAVING ITEMS (C)					\$ _____

BID FORM
CITY OF PORT ARANSAS, TEXAS
MARINA BOAT RAMP PARKING LOT REPAIR

D. PHASE 2 PAVING ITEMS - ALTERNATE 1 (COMPLETE MILL/OVERLAY)

18	MILL 2" EXISTING HMAC PAVEMENT, INCLUDING HAULING AND PROPER DISPOSAL	S.Y.	11,150	\$ _____	\$ _____
19	8" BASE REPAIR (BLACK BASE)	S.Y.	165	\$ _____	\$ _____
20	TACK COAT	GAL	1,115	\$ _____	\$ _____
21	2" HMAC TYPE D	S.Y.	11,150	\$ _____	\$ _____
SUBTOTAL PHASE 2 PAVING ITEMS - ALTERNATE 1 (D)					\$ _____

E. PHASE 2 PAVING ITEMS - ALTERNATE 2 (ASPHALT PATCHING AND FOG SEAL)

22	MILL 2" EXISTING HMAC PAVEMENT ALLOWANCE, INCLUDING HAULING AND PROPER DISPOSAL	S.Y.	1,000	\$ _____	\$ _____
23	8" BASE REPAIR (BLACK BASE) ALLOWANCE	S.Y.	165	\$ _____	\$ _____
24	CRACK SEALANT ALLOWANCE	LF	4,500	\$ _____	\$ _____
25	FOG SEAL	SY	11,150	\$ _____	\$ _____
26	TACK COAT ALLOWANCE	GAL	100	\$ _____	\$ _____
27	2" HMAC TYPE D ALLOWANCE	S.Y.	1,000	\$ _____	\$ _____
SUBTOTAL PHASE 2 PAVING ITEMS - ALTERNATE 2 (E)					\$ _____

TOTAL BASE BID [A. GENERAL ITEMS + B. STORM SEWER REPAIR ITEMS + C. PHASE 1 PAVING ITEMS]	\$ _____
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TOTAL D. PHASE 2 ALTERNATE 1 [COMPLETE MILL AND OVERLAY]	\$ _____
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TOTAL E. PHASE 2 ALTERNATE 2 [ASPHALT PATCHING AND FOG SEAL]	\$ _____
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TOTAL COST (BASE BID + PHASE 2 ALTERNATE 1)	\$ _____
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TOTAL COST (BASE BID + PHASE 2 ALTERNATE 2)	\$ _____
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differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal, unless one or more of the conditions stipulated in SC-13.03.E. occurs.

SC-15.01.B.4 Delete Paragraph 15.01.B.4 in its entirety and insert the following in its place:

- 4. Retainage shall be withheld on every progress payment until final payment at a rate of 10% for contracts under \$400,000 and 5% for contracts of \$400,000 or more.**

SC-15.01.E. Delete subparagraph 15.01.E.1.j. in its entirety and replace with the following:

- j. The Time of Completion is the essence of the Contract. For each Calendar Day that any work shall remain incomplete after the time specified in the Proposal and Contract, or as automatically increased by additional work ordered after the Contract is signed, the Damages in the amount of \$500.00 Per Calendar Day will be deducted from the moneys due the Contractor, as liquidated damages. The moneys thus deducted for such delay, failure or non-completion is not to be considered as a penalty but shall be deemed, taken and treated as reasonable liquidated damages since it would be impractical and most difficult to fix the actual damages. Contractor shall not be charged with liquidated damages when the delay in completion of the work is due to any preference, priority or allocation order duly issued by the Owner or to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather (such as abnormal rainfall, tornadoes and hurricanes). The Contractor is required to promptly give written notice of such delays to the Engineer.

15.03 Substantial Completion

SC-15.03.B. Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined by Engineer not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer or other entity retained by Owner, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be concurrently sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or, if no specified time is applicable, within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitration will be held in the same municipality as the Owner's principal office location.
- D. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the [Construction Arbitration Rules] that contemplate in-person hearings. The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- E. The Arbitrator(s) will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- F. The award of the arbitrator(s) must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- G. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- H. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- I. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
 - J. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

SC-18.11 Add a new paragraph immediately after Paragraph 18.10:

SC-18.11 *Confidential Information*

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:
 1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
 2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
 3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to

disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 *Publicity*

- A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

- C. This item shall include grading verification, preparation and submittal of updated grading information prior to placement of base or asphalt, and preparation of a final signed and sealed as-built survey by a Texas RPLS after paving is complete to compare final grades to the pre-construction grades.
 - D. Payment shall be full compensation for all labor, materials, survey equipment, professional survey services, signed and sealed submittals, grading verification, final survey, coordination, and incidentals required to complete the Work.
- 1.03 TRAFFIC CONTROL AND REGULATION, INCLUDING TRAFFIC CONTROL PLAN, ERECTION AND DISMANTLING, SIGNS, BARRICADES, CHANNELIZING DEVICES, PEDESTRIAN ACCESS, AND MAINTENANCE OF ACCESS
- A. Measurement and payment for Traffic Control and Regulation will be made on a lump sum basis for the time traffic control is installed, maintained, and required for the Work.
 - B. This item shall include furnishing, installing, maintaining, relocating, and removing traffic control devices, including signs, barricades, channelizing devices, pedestrian access controls, temporary access provisions, and other measures necessary to protect the Work and the public.
 - C. Contractor shall maintain access to the marina, boat ramp, parking areas, and pedestrian routes as required by the plans and as directed by the Owner and Engineer.
 - D. Payment shall be full compensation for all labor, materials, equipment, maintenance, relocation, removal, coordination, and incidentals required to complete this item.
- 1.04 STORM WATER POLLUTION PREVENTION MEASURES
- A. Measurement and payment for Storm Water Pollution Prevention measures such as Silt Fence and Inlet Protection Barrier shall be on a lump sum basis for silt fence and inlet protection barriers installed within the limits shown on the plans.
 - B. This item shall include preparation of a SW3P Plan in accordance with TPDES Construction General Permit TXR 150000 for Small Construction Activity, furnishing, installing, maintaining, repairing, replacing damaged sections, removing sediment deposits, removing and disposing of silt fence and inlet protection devices after final stabilization, and all incidentals required to complete the Work.
- 1.05 4" YELLOW PARKING STALL STRIPING, ACCESSIBLE PARKING STRIPING, AND ACCESS AISLE HATCHING **PER TXDOT DMS-8200 TRAFFIC PAINT**
- A. Measurement and payment for 4" Yellow Parking Stall Striping, Accessible Parking Striping, and Access Aisle Hatching shall be on a lump sum basis for striping and hatching placed within the limits shown on the plans.
 - B. Payment shall include layout, preliminary stenciling, surface preparation, furnishing and applying **paint** material, protection of markings until ready for traffic, cleanup, and all incidentals required to complete the Work.

- C. Any temporary striping which may be necessary during construction are incidental to this bid item.
 - D. All permanent striping shall be applied by mechanical means with the proper machinery, as approved by the Engineer. Contractor shall submit proposed machinery to Engineer prior to installing striping.
- 1.06 ACCESSIBLE PARKING SYMBOL AND SIGN ASSEMBLY, INCLUDING THERMOPLASTIC ACCESSIBLE PARKING SYMBOL, ACCESSIBLE PARKING SYMBOL PARKING SIGN, POST, FOUNDATION, AND ALL APPURTENANCES
- A. Measurement and payment for Accessible Parking Symbol and Sign Assembly shall be by each assembly installed at the locations shown on the plans.
 - B. This item shall include layout, surface preparation, furnishing and applying thermoplastic accessible parking symbol, furnishing and installing accessible parking sign, post, foundation, hardware, alignment, protection of markings until ready for traffic, cleanup, and all incidentals required to complete the Work.
 - C. Any temporary markings which may be necessary during construction are incidental to this bid item.
- 1.07 CROSSWALK STRIPING, THERMOPLASTIC MATERIAL
- A. Measurement and payment for Crosswalk Striping, Thermoplastic Material shall be on a linear foot basis for crosswalk striping placed within the limits shown on the plans.
 - B. This item shall include layout, surface preparation, furnishing and applying thermoplastic material, protection of markings until ready for traffic, cleanup, and all incidentals required to complete the Work.
 - C. Any temporary striping which may be necessary during construction are incidental to this bid item.
 - D. All permanent striping shall be applied by mechanical means with the proper machinery, as approved by the Engineer. Contractor shall submit proposed machinery to Engineer prior to installing striping.
- 1.08 DETECTABLE WARNING SURFACE
- A. Measurement and payment for Detectable Warning Surface shall be by each complete warning surface installed and accepted at the locations shown on the Plans.
 - B. This item shall include furnishing and installing the detectable warning surface, surface preparation, cutting, fitting, anchors, adhesive, sealant, concrete repair, and restoration required for a complete installation.
 - C. Payment shall include all labor, materials, equipment, tools, installation, protection, cleanup, and incidentals required to complete the work.

1.09 CONCRETE WHEEL STOPS

- A. Measurement and payment for Concrete Wheel Stops shall be by each wheel stop installed at the locations shown on the plans.
- B. This item shall include furnishing, placing, anchoring, alignment, hardware, replacement of damaged wheel stops prior to acceptance, and all incidentals required to complete the Work.

1.10 BULKHEAD CAP REPAIR, INCLUDING SAWCUT, CONCRETE REPAIR, REBAR CLEANING, BONDING AGENT

- A. Measurement and payment for Bulkhead Cap Repair shall be on a lump sum basis for the repair limits shown on the plans.
- B. This item shall include saw-cutting, concrete repair, removal of loose or unsound concrete, surface preparation, rebar cleaning, bonding agent, curing, cleanup, and all incidentals required to complete the Work.
- C. No payment will be made for repair limits beyond those shown on the plans unless authorized by the Engineer.

B. STORM SEWER REPAIR ITEMS

1.11 STORM SEWER REPAIR AT SINKHOLE, ALL SIZES AND DEPTHS, INCLUDING UNCOVERING THREE JOINTS OF STORM SEWER FOR INSPECTION **AND TRENCH SAFETY**

- A. Measurement and payment for Storm Sewer Repair at Sinkhole, All Sizes and Depths, shall be by each sinkhole repair location completed.
- B. This item shall include uncovering three joints of storm sewer for inspection and providing storm sewer repair per storm sewer repair detail on Sheet C4.
- C. Payment shall include excavation, **trench safety**, inspection coordination, pipe, concrete collars, reinforcement, geotextile, cement stabilized sand, bedding, backfill, compaction, dewatering, surface restoration, cleanup, and all incidentals required to complete the Work.
- D. If the Engineer determines that repair beyond the limits shown on the plans is required, the additional work shall be authorized in writing and paid through an approved Contract modification.

1.12 GRATE INLET MODIFICATION, INCLUDING NEW GRATE AND FRAME, CAST-IN-PLACE TOP, GRATE ADJUSTMENT TO PROVIDE POSITIVE DRAINAGE, AND RESET EXISTING PERMEABLE PAVERS

- A. Measurement and payment for Grate Inlet Modification shall be by each inlet modified at the locations shown on the plans and per detail on Sheet C4.