

Addendum No.1

Date: December 6, 2022
Project: Sea Island Circle Beach Access Amenity Improvements (2022-SL03)
LJA Project No. C275-21181

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

I. NOTICE TO BIDDERS

- DELETE:** Instructions to Bidders (Page 2 of 2), **in its entirety**.
- ADD:** **Revised** Instructions to Bidders (Page 2 of 2) included in this addendum as Attachment 'A'.
- DELETE:** Proposal (Page 5 of 5), **in its entirety**.
- ADD:** **Revised** Proposal (Page 5 of 5) included in this addendum as Attachment 'B'.
- DELETE:** Agreement (Page 1 of 2), **in its entirety**.
- ADD:** **Revised** Agreement (Page 1 of 2) included in this addendum as Attachment 'C'.
- DELETE:** Special Provisions (Page 2 of 14), **in its entirety**.
- ADD:** **Revised** Special Provisions (Page 2 of 14) included in this addendum as Attachment 'D'.

Please acknowledge receipt of this addendum in the appropriate place in your **PROPOSAL FORM**.

End of Addendum No. 1



Yesenia Singleton December 6, 2022

Enclosures (4)

Answers to all such requests will be given in writing to all bidders, in addendum form, and all addendums will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, TECHNICAL SPECIFICATIONS, or PLANS, or should he be in doubt as to their meaning, he should at once notify the Engineer at 5350 S. Staples Street, Suite 425, Corpus Christi, Texas and in order that a written addendum may be sent to all bidders. It is the responsibility of the Bidder to know if they have received all such addenda, complete files of which will be maintained in the office of LJA at 5350 S. Staples Street, Suite 425, Corpus Christi, Texas and in the office designated to receive the PROPOSAL.

6. **CONDITIONS OF WORK:** Each Bidder is expected to inform himself fully of the construction and labor conditions under which the work will be performed and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, TECHNICAL SPECIFICATIONS, and PLANS. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the considerations set forth in his PROPOSAL.

7. **PRE-BID CONFERENCE:** A pre-bid meeting between the Engineer, prospective bidders, suppliers, etc., will be held to make certain that the scope of the work is fully understood and to answer any questions concerning the work. No addendum will be issued at this meeting, but subsequent thereto, if necessary, to clarify any questions, an addendum will be issued. The **Pre-Bid Meeting** will be held at **10:00 am** on **December 12, 2022**. Interested parties are requested to meet at the time stated above at City Hall located at 4601 Padre Boulevard, South Padre Island, Texas 78597.

8. **INSURANCE REQUIRMENTS:** Bidders shall note Sections XI-A. Notice to Contractors "A" Insurance Requirements and XI-B. Notice to Contractors "B" Workers Compensation Insurance Requirements.

9. **CONTRACTORS QUALIFICATIONS:** The Contractor must have at least five (5) projects minimum experience in street reconstruction work of similar size (or larger) and complexity to this project. Contractor shall submit with bid a list indicating the five (5) projects, each to include: Owner, Project Name, Amount of Project, Owner Contact and Project Engineer Contact Information (phone, email, etc.). **The Contractor shall also note to submit with bid all information requested in Item A-21 and Item A-22 of Section X. Special Provisions of the Agreement.**

10. **PROJECT SCHEDULE:**
 The proposed project schedule is as follows:

Monday, December 12, 2022	Pre-Bid Meeting (10:00 am)
Tuesday, December 20, 2022	Bid Opening (2:00 pm)
Wednesday, January 18, 2023	Contract Award
Wednesday, February 8, 2023	Pre-Construction Meeting & Issue Notice to Proceed
Friday, February 17, 2023	Begin Construction
Saturday, May 27, 2023	Complete Project Construction

III.
PROPOSAL

THE UNDERSIGNED AGREES TO COMPLETE THE WORK FOR **SEA ISLAND CIRCLE BEACH ACCESS AMENITY IMPROVEMENTS (2022-SL03)** WITHIN **100 CALENDAR DAYS**, FROM THE DATE DESIGNATED BY THE NOTICE TO PROCEED. **(1) CONTRACTOR SHALL NOTE** THE SCHEDULE LISTED IN SECTION II. INSTRUCTIONS TO BIDDERS, ITEM NO. 10 AND SPECIFICATION 011100, CONSTRUCTION SEQUENCE ITEMS AND CONSTRUCTION SCHEDULE.

ADDENDUM _____ DATE _____

ADDENDUM _____ DATE _____

ADDENDUM _____ DATE _____

ENCLOSED WITH THE PROPOSAL IS A CASHIER'S CHECK OR BIDDER'S BOND IN THE AMOUNT OF \$ _____ (AT LEAST 5 PERCENT OF THE LARGEST BASE BID SHOWN IN THIS PROPOSAL). UNDERSIGNED AGREES THAT THIS AMOUNT IS THE MEASURE OF LIQUIDATED DAMAGES WHICH OWNER WILL SUSTAIN BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE NAMED CONTRACT AND BONDS, AND FURTHER AGREES THAT THIS CHECK OR BIDDER'S BOND SHALL BE COLLECTED AND RETAINED BY OWNER AS LIQUIDATED DAMAGES IN THE EVENT THIS PROPOSAL IS ACCEPTED BY OWNER WITHIN 60 DAYS AFTER THE DATE OF THE OPENING OF BIDS AND THE UNDERSIGNED FAILS TO EXECUTE THE CONTRACT AND THE REQUIRED BONDS WITH OWNER WITH THE CONDITIONS THEREOF, WITHIN TEN (10) DAYS AFTER THE DATE CONTRACT DOCUMENTS ARE RECEIVED BY THE UNDERSIGNED, OTHERWISE SAID CHECK OR BOND SHALL BE RETURNED TO THE UNDERSIGNED IN ACCORDANCE WITH THE PROVISIONS OF THE INVITATION TO BIDDERS.

VERY TRULY YOURS,

BY: _____

TITLE: _____

ADDRESS: _____

(SEAL – IF BID IS BY A CORPORATION)

ATTEST: _____ DATE: _____

IV.
AGREEMENT

THE STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT is entered into this the ___ day of ____, **2022**, by and between the **CITY OF SOUTH PADRE ISLAND**, County of Cameron, State of Texas, acting through its duly authorized City Manager, termed in the Contract Documents as "**CITY**", and _____, City of _____, County of _____, State of _____, termed in the Contract Documents as "**CONTRACTOR**", upon these terms, performable in Cameron County, Texas.

IN CONSIDERATION of the payment of \$_____ by the CITY and other obligations of the CITY as set out herein, the CONTRACTOR will construct, and complete certain improvements described as follows:

**SEA ISLAND CIRCLE BEACH ACCESS AMENITY IMPROVEMENTS
(2022-SL03)
SOUTH PADRE ISLAND, TEXAS**

ACCORDING TO the attached Plans and Specifications in a good and workmanlike manner for the prices and conditions set out in their attached bid proposal supplying at their expense such materials, services, labor, and insurance as required by the attached Contract Documents, including overseeing the entire job. The Contract Documents include this Agreement, the bid proposal, and instructions, plans and specifications, including all maps, plats, blueprints, and other drawings, the Performance and Payment bonds, addenda, and related documents all of which constitute the contract for this project and are made a part hereof.

The Contractor will commence work within ten (10) calendar days from date they receive written work order and will substantially complete same within **100 calendar days** after the date of said written notice. Should Contractor default, Contractor may be liable for liquidated damages as set forth in the Contract Documents.

CITY WILL pay CONTRACTOR in current funds for performance of the contract in accordance with the Contract Documents as the work progresses. Signed in four (4) parts in South Padre Island, Texas on the date shown above.

The City reserves the right to reject any or all bids, to waive irregularities and to accept the bid which, in the City's opinion, is most advantageous to the City and in the best interest of the public.

A-5 Explanation of Proposal and Items to be Submitted with Proposal

See Item 10, Section II. Instructions to Bidders for explanation of the Project Schedule to be considered in preparation of the Proposal.

The following item **are required** to be submitted with the proposal:

1. **5% Bid Bond (Must reference Project Name): Sea Island Circle Beach Access Amenity Improvements (2022-SL03) as identified in the Proposal. (A Cashier's Check, certified check, money order or bank draft from any State or National Bank will also be acceptable.)**
2. A list of successfully completed projects similar to the project proposed by these plans and specifications. The list shall include the project description, construction cost, Owner and Engineer reference contact information.

A-6 Time of Completion/Liquidated Damages

The working time for completion of the Project will be **100 Calendar Days**. The Contractor shall commence work within ten (10) calendar days after receipt of written notice from the Engineer.

For each calendar day that any work remains incomplete after the time specified in the Contract for completion of the work or after such time period as extended pursuant to other provisions of this Contract, **\$300.00 (Three Hundred Dollars)** per calendar day will be assessed against the Contractor as liquidated damages. Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the work, which damages by their nature are not capable of precise proof. The City Manager may withhold and deduct from monies otherwise due the Contractor the amount of liquidated damages due the City.

A-7 Workers Compensation Insurance Coverage

If the Contractor's workers' compensation insurance coverage for its employees working on the Project is terminated or canceled for any reason, and replacement workers' compensation insurance coverage meeting the requirements of this Contract is not in effect on the effective date of cancellation of the workers' compensation insurance coverage to be replaced, then any Contractor employee not covered by the required workers' compensation insurance coverage must not perform any work on the Project.

Furthermore, for each calendar day including and after the effective date of termination or cancellation of the Contractor's workers' compensation insurance coverage for its employees working on the Project until the date replacement workers' compensation insurance coverage, meeting the requirements of this Contract, is in effect for those Contractor employees, liquidated damages will be assessed against and paid by the Contractor at the highest daily rate elsewhere specified in this Contract. Such liquidated damages will accumulate without notice from the Engineer to the Contractor and will be assessed and paid even if the permitted time to complete the Project has not expired.

In accordance with other requirements of this Contract, the Contractor shall not permit subcontractors or others to work on the Project unless all such individuals working on the Project are covered by workers' compensation insurance and unless the required documentation of such coverage has been provided to the Contractor and the Engineer.