

ADDENDUM NO. 2

Project: **MERCER STREET SIDEWALK PROJECT**

Owner: **City of Dripping Springs, Texas**

Date: **January 23, 2025**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

I. Contract Documents and Specifications:

Section B-1 Bid Form – Header (all sheets)

MODIFY – the header of the Bid Form by adding a “W” to indicate this project is identified as a “waived” project. Contractors who wish to bid on the project will need to complete the Bidder’s Questionnaire in lieu of the Confidential Questionnaire.

MODIFY – Updated the address where bids are to be delivered to: **Dripping Springs Ranch Park Event Center, 1042 Event Center Drive, Dripping Springs, Texas 78620**

Section C-7 Contract Time & Liquidated Damages

MODIFY – Paragraph 1, Sentence 1 - The Contract Performance for this project shall be **65 working days** as defined in the Specifications under General Conditions.

II. Attachments:

This Addendum contains 6 page(s) of attachment(s).

- Section B-1 Bid Form (5 Pages)
- Section C-7 Contract Time & Liquidated Damages (1 page)

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:



Chad Gilpin, PE – City Engineer

Project: **MERCER STREET SIDEWALK**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
Dripping Springs Ranch Park Event Center
1042 Event Center Drive
Dripping Springs, Texas 78620

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty-five (65) working days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.

4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2025.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

(Typed or Printed Name and Title)

Bidder: _____
(Name of Company)

Business Address: _____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

(Signature of Witness)

(Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT COST
100-7001	0.5	AC	PREPARING ROW		
104-7011	508	SY	REMOVING CONCRETE (DRIVEWAYS)		
105-7008	75	SY	REMOVING STAB BASE & ASPH PAV (4"-12")		
110-7011	35	CY	EXCAVATION (ROADWAY)		
132-7001	200	CY	EMBANKMENT (FINAL) (ORD COMP) (TY A)		
164-7002	790	SY	BROADCAST SEED(CLAY)(RURAL)(PERM)SEED		
168-7001	14	MG	VEGETATIVE WATERING		
247-7047	268	SY	FL BS (CMP IN PLC)(TY A GR5)(6")		
360-7002	76	SY	CONC PVMT (CONT REINF - CRCP) (8")		
450-7062	185	LF	RAIL (HANDRAIL) (TY E)		
462-7011	8	LF	CONC BOX CULV (6 FT X 3 FT)		
462-7060	24	LF	CONC BOX CULV (4 FT X 4 FT) (EXTEND)		
464-7005	152	LF	RC PIPE (CL III) (24 IN)		
466-7176	1	EA	WINGWALL (PW - 1) (Hw=6 FT)		
467-7469	6	EA	SET (TY II) (24 IN) (RCP) (3:1) (P)		
479-7001	1	EA	ADJUSTING MANHOLES (WATER VALVE BOX)		
500-7001	1	LS	MOBILIZATION		
502-7001	5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING		
503-7001	65	DAY	PORTABLE CHANGEABLE MESSAGE SIGN		
505-7001	65	DAY	TMA (STATIONARY)		
506-7043	1509	LF	BIODEG EROSN CONT LOGS(INSTALL)(8")		
506-7046	1509	LF	BIODEG EROSN CONT LOGS(REMOVAL)		
529-7009	602	LF	CONC CURB & GUTTER (TY II)		
529-7016	140	LF	CONC CURB (TY C1)		
529-7017	31	LF	CONC CURB (TY F1)		
529-7019	19	LF	CONC CURB (TY F3)		
530-7006	508	SY	DRIVEWAYS (CONC)		
531-7002	730	SY	CONC SIDEWALKS (5")		
531-7003	108	SY	CONC SIDEWALKS (6")		

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT COST
531-7006	2	EA	CURB RAMPS (TY 2)		
536-7002	10	SY	CONC MEDIAN		
666-7036	90	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)		
685-7004	2	EA	INSTL RDS D FLSH BCN ASSM (SOLAR PWRD)		
XXXX-XXXX	1	LS	FORCE ACCOUNT – EROSION CONTROL	\$5,000	\$5,000
XXXX-XXXX	1	LS	FORCE ACCOUNT – SAFETY CONTINGENCY	\$5,000	\$5,000

TOTAL BASE BID: \$ _____

*** TOTAL:** \$ _____

* Note: This total must be the same amount as shown above for "**Total Base Bid**".

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **65 working days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$p20,000,000	Over \$20,000,000	\$2,500