

ADDENDUM NO. 1

Date: August 4, 2026

Project: North Lakeshore Drive Reconstruction

Project Bid Date: Thursday, August 27, 2:00 pm

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the plans and specifications and shall become a part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided in BID SUBMITTAL section of the Project Manual.

GENERAL CLARIFICATIONS TO PROJECT

NONE

MODIFICATIONS TO CONTRACTUAL DOCUMENTS

BID SUBMITTAL

SPECIAL CONDITIONS

SC.48 MATERIAL TESTING

DELETE "The City will furnish material testing for this project." and REPLACE with "The City will furnish material testing for Concrete and Soil Densities. The Contractor will furnish material testing for all other material testing."

STANDARD SPECIFICATIONS

ITEM 107 LEGAL RELATIONS AND CONTRACT RESPONSIBILITIES

DELETE "107.3 Indemnification" outlined in the "City of Rockwall Addendum to North Central Texas Standard Specifications for Public Works Construction" in its entirety and REPLACE with the following:

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, CITY'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT, MEDIATION ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RESULTING FROM THE

NEGLIGENT PERFORMANCE OF CONSTRUCTION, AND THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND CONDITIONED AS WELL FOR THE PAYMENT OF CLAIMS FOR EQUIPMENT AND MATERIAL, AND LABORERS' WAGES.

IN ANY AND ALL CLAIMS AGAINST THE CITY OR ANY OF THEIR/ITS RESPECTIVE CONSULTANTS, REPRESENTATIVES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES BY ANY EMPLOYEE (OR THE SURVIVOR OR PERSONAL REPRESENTATIVE OF SUCH EMPLOYEE) OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR ANY SUCH SUBCONTRACTOR, ENGINEER, SUPPLIER OR OTHER INDIVIDUAL OR ENTITY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

MODIFICATIONS TO TECHNICAL SPECIFICATIONS

NONE

MODIFICATIONS TO CONSTRUCTION DRAWINGS

NONE

REFERENCE MATERIAL

NONE

END OF ADDENDUM NO. 1