

REQUEST FOR QUALIFICATIONS (POPA# 2020-1)

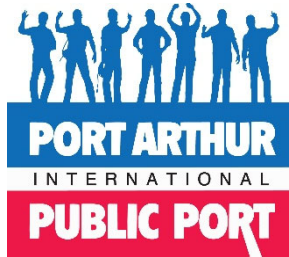
TO PROVIDE DESIGN PROCUREMENT AND INSTALLATION SERVICES

FOR

BIG ARTHUR DRIVE SYSTEM REPLACEMENT

JANUARY 2020

Prepared For:



**PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS**

Prepared By:

**Collins Engineers, Inc.
501 Procter Street, Suite 321
Port Arthur, TX 77640**

Texas Registered Engineering Firm F-9791

Collins Project No.: 38-11742.00

REQUEST FOR QUALIFICATIONS (POPA# 2020-1)

**PROFESSIONAL DESIGN, PROCUREMENT, AND INSTALLATION
SERVICES
FOR
UPGRADE OF BIG ARTHUR GANTRY CRANE DRIVE SYSTEM**

The Port of Port Arthur Navigation District of Jefferson County, Texas (“POPA”, “Port of Port Arthur” or “Port”) is requesting qualification statements for services, as necessary, for the turn-key replacement of the existing analog control drive system in the Big Arthur whirley gantry crane with a new digitally regulated system.

A copy of the complete Request for Qualifications may be obtained from the Port of Port Arthur website at <http://portpa.com>, or by emailing a letter of interest which includes reference to the RFQ being requested; company name; mailing address; telephone number and email address of the contact person to :

Ed Long, P.E.
Director of Engineering
Port of Port Arthur
221 Houston Avenue
Post Office Box 1428
Port Arthur, Texas 77641
Telephone (409)983-2011
EMAIL: ed@portpa.com

Thereafter, Qualification Statements addressed to the Port of Port Arthur for Big Arthur Drive System Replacement Design Procurement and Installation Services Project will be received at the office of the Executive Port Director, Larry Kelley, until 9:00 A.M. local time, on February 19, 2020 and all bids received will immediately thereafter be opened and read on February 19, 2020 at 221 Houston Avenue, Port Arthur, Texas.

For inspection of existing facilities contact Ed Long, Director of Engineering at: (409) 983-2011, or Michael Schneider, P.E., Collins Engineers, Inc. at: (347) 385-8690.

The Port of Port Arthur reserves the right to reject any and all Qualification Statements and waive any formalities.

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Reference Documents, if any, will be available in PDF format at:
<http://www.portpa.com>

I. PURPOSE

The purpose and intent of this Request for Qualifications (RFQ) is to obtain services, as necessary, for the turn-key replacement of the existing analog control drive system in the Big Arthur whirley gantry crane with a new, digitally regulated, system.

II. BACKGROUND

The Port of Port Arthur's "Big Arthur" crane currently utilizes an out of date analog drive system for its function. The existing GE Valutrol Industrial Drive System was installed in the early 1980's and is past its serviceable life. POPA would like to upgrade this drive system to current industry standards and allow greater convenience of maintenance and repairs.

Information on the existing Valutrol drive system are available upon request. Site visits are encouraged by interested Vendors and should be coordinated with Michael Schneider, P.E., Collins Engineers, Inc. (347) 385-8690, or Ed Long, P.E., Director of Engineering, (409) 983-2011.

III. SCOPE OF SERVICES

The selected vendor shall provide services for the turn-key replacement of the existing Big Arthur drive system. Services shall include all labor, engineering, design, and materials associated with: removal and disposal of the existing General Electric Valutrol drive system; design, procurement and installation of a new drive system and its associated hardware (controls, monitoring hardware, and operator chair); commissioning of new system; and operating demonstration for the POPA's current crane operators. Services required under this contract are as described below:

A. Replacement Drive System Design: Provide services, as necessary, for the design of a compatible digital replacement drive system to meet the requirements of the Technical Specifications. Design shall be performed by a Professional Engineer, Licensed in the state of Texas, and include furnishing technical documentation of new drive system as described in the Technical Specifications.

B. Replacement Drive System Procurement: Provide services, as necessary, for the fabrication and delivery of the new digital drive system to meet the requirements of the Technical Specifications.

C. Drive System Installation: Provide services, as necessary, for the removal and disposal of the existing Valutrol drive system and installation of the replacement digital drive system to meet the requirements of the Technical Specifications.

D. Drive System Commissioning and Training: Provide services, as necessary for the commissioning of the installed and operational drive system as well as operational, technical, and servicing training to POPA staff.

E. Warranty and Customer Support: Provide a minimum of 1-year warranty including parts and labor as well as 2 years of remote technical support included in bid.

IV. SCHEDULE:

The schedule for this project is to be as follows:

Receive Vendor Qualifications	Feb.19, 2020
Review Qualifications and Select Short List of Vendors	Feb./Mar. 2020
Interview Short List of Vendors	Feb./Mar. 2020
Select Vendor for Contract	Mar. 25, 2020
Complete Contract Negotiations	Apr. 15, 2020
Award Contract	Apr. 22, 2020
Project Kick-Off Meeting	TBD
Design Document(s) Submittal	TBD
Procurement of Drive System	TBD
Mobilization on Site	TBD
Completion of Installation	TBD
Operation and Maintenance Document(s) Submittal	TBD
Commissioning of Drive System	TBD
Instruction of Operations and Maintenance	TBD

Deliverables under this contract shall include reproducible hard copy, as well as electronic files (PDF for all documents as well as Microsoft Word for text documents and AutoCAD format for drawings as requested).

V. QUALIFICATION STATEMENT REQUIREMENTS

- A. Qualification Statements shall be signed by an authorized representative of the Vendor.
- B. Qualification Statements shall be prepared simply and economically, providing straight-forward, concise, description of the Vendor's experience and capabilities to satisfy the requirements of the RFQ. Proposals shall be single spaced, using a font size not less than 12pt. Emphasis should be on completeness and clarity.

- C. One (1) manually signed original and three (3) copies of the Qualification Statement shall be submitted to POPA. Each copy of the Qualification Statement shall be bound in a single volume were practical. All documentation submitted with the proposal shall be bound in that single volume. Elaborate brochures and other representations beyond which are sufficient to present a complete and effective proposal are neither required nor desired.
- D. The following is the minimum to be considered a complete Qualification Statement. The format required for the Qualification Statement to be considered is to be presented and submitted with **TABS AS NOTED BELOW**:
1. **Expertise and Experience:** Describe the overall expertise and experience of the Vendor relative to the scope of services contained in this RFQ. Experience should include a minimum of five (5) similar projects for public entities (public ports preferred) within the last five (5) years.
 2. **Drive System Capabilities:** Provide a project approach describing how the proposed drive system will meet the overall objectives of the POPA, provide a quality product and meet the schedule as described above.
 3. **Design Team:** Identify and provide a statement of qualifications of the principal, project manager and significant project team members who will be assigned to the project for system design work. Design work shall be performed by a Professional Engineer, licensed in the state of Texas. All construction drawings and documents shall be sealed by a Professional Engineer, licensed in the state of Texas.
 4. **References:** Provide references for similar type work as that which is requested in this RFQ. This section should include recent project information of similar type work completed by the Vendor along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided.
 5. **Availability of Customer Support:** Describe location, availability, and services of off-site customer support, including response time.
 6. **Warranty:** Describe warranty coverage including duration, limitations, and exclusions.
 7. **Schedule:** Provide a schedule of the key activities of the project including but not limited to: design, procurement, mobilization, commissioning, and training.

VI. EVALUATION AND AWARD OF CONTRACTS:

A. EVALUATION CRITERIA: Proposals shall be evaluated by POPA using the following criteria (not in order of preference):

1. Expertise and Experience	25%
2. Drive System Capabilities	20%
3. Design Team	10%
4. References	10%
5. Availability of Customer Support	15%
6. Warranty	10%
7. Schedule	10%

B. AWARD OF CONTRACT: POPA shall engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract, as well as alternate concepts. Proprietary information for competing Offerors shall not be disclosed to the public or to competitors. The Offeror must, with specificity, identify those portions of its proposal which are "proprietary". Offerors may not designate their entire proposal "proprietary" and any attempt to do so may result in rejection of the proposal. At the conclusion of the informal interviews, on the basis of evaluation factors published in the RFQ and all information developed in the selection process to this point, POPA shall rank, in the order of preference, the interviewed Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Offeror ranked first. If a contract is deemed satisfactory and advantageous to POPA and the associated fee is deemed reasonable, the award shall be made to that Offeror. If negotiations are not successful, the negotiations shall be formally terminated, and the project offered to the next Vendor for negotiation and possible award of the Contract. Should POPA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration; a contract may be negotiated and awarded to that Offeror.

VII. GENERAL TERMS AND CONDITIONS FOR VENDOR SERVICES:

A. MANDATORY USE OF POPA FORMS AND TERMS AND CONDITIONS:

Failure to submit a proposal in accordance with requirement stated in **Section No. VI** of this RFQ shall be a cause for rejection of the proposal. Return of

the complete document is required. Modification of, or additions to, any portion of solicitation may be cause for rejection of the proposal; however, POPA reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.

- B. PRECEDENCE OF TERMS:** Except for Paragraphs A, B, and C of the General Terms and Conditions for Vendor Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- C. DEFAULT:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, POPA, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which POPA may have.
- D. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Vendor in whole or in part without the written consent of POPA.
- E. ANTITRUST:** By entering into a contract, Offeror conveys, sells, assigns and transfer to POPA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the POPA, relating to the particular goods or services purchased or acquired by POPA under said contract.
- F. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- G. ANTI-DISCRIMINATION:** By submitting their proposals, all Offerors certify to the POPA they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Texas Commission of Human Rights Act, Tex. Labor Code § 21.001—21.306 (Vernon’s Supp. 1995) (“TCHRA”).

- H. DEBARMENT STATUS:** By submitting their Proposals, all Offerors certify they are not currently debarred for submitting Proposals on contracts by any Agency of the State of Texas, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the State of Texas.
- I. APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of Jefferson County, the State of Texas. The Vendor shall comply with applicable federal, state and local laws and regulations.
- J. QUALIFICATIONS OF OFFERORS:** POPA may make such reasonable investigations, as deemed proper and necessary, to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the POPA all such information for this purpose as may be requested. POPA reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. POPA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the POPA that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- K. DRUG FREE WORKPLACE POLICY STATEMENT:** Offeror acknowledges and certifies that the Vendor understands the following acts by the Offeror, employees, and/or agents performing services on POPA property are strictly prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 2. Any impairment or incapacitation from the use of alcohol or other drugs.
- Offeror further acknowledges and certifies that the Vendor understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by POPA in addition to any criminal penalties, which may result from such conduct.
- L. DISADVANTAGED BUSINESS UTILIZATION:** It is the policy of the POPA to contribute to the establishment, preservation, and strengthening of disadvantaged business enterprises and to encourage the participation of disadvantaged business. Towards that end, the POPA encourages vendors to provide for the participation of disadvantaged owned businesses through

partnerships, joint ventures, subcontracts, and other contractual opportunities.

M. OPERATING AUTHORITY AND CREDENTIALS: Wherever and whenever during the course of performing any work under the Contract, the Vendor will ensure all motor vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the motor vehicle codes and regulations of the State of Texas.

VIII. SPECIAL TERMS AND CONDITIONS:

A. INSURANCE:

1. Prior to the start of any work under the contract, the Vendor shall provide the POPA Certificates of Insurance on forms approved by the POPA which evidence coverage as set forth on Exhibit "A" Attached hereto and incorporated by reference herein.

B. AUDIT: The Vendor agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the POPA, whichever is sooner. POPA, its authorized agents, and/or State of Texas auditors shall have full access to and the right to examine any of said materials during said period.

C. OWNERSHIP OF MATERIALS: Ownership of all material and documentation originated and prepared pursuant to the RFQ shall belong exclusively to the POPA and is subject to public inspection in accordance with applicable Texas law. Trade secrets or other proprietary information submitted by a bidder, offeror, or vendor in connection with a procurement transaction may not be subject to disclosure; however the bidder, offeror, or vendor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or materials to be protected and state the reason why the protection is necessary.

D. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the POPA. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the POPA the names, qualifications and experience of its proposed subcontractors. In any event, the Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.

EXHIBIT A: INSURANCE REQUIREMENTS

EXHIBIT A

PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS CONTRACTOR INSURANCE REQUIREMENTS

A. In General.

The Contractor shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The Contractor shall forward updated certificates of Insurance and endorsements(s) when policies are renewed or changed. The insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the Contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

1. Commercial General Liability Insurance.

The Contractor shall provide and maintain Commercial General Liability Insurance insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General Liability (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the specific written approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The coverage shall be primary and non-contributory. General Aggregate limit applies per Project for construction projects.

The Port of Port Arthur Navigation District shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent.

The Contractor shall have its insuring company waive all rights of subrogation against Port of Port Arthur per standard ISO form CG 2404 or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy
Named Insured:	Contractor
Additional Insured Parties:	Port of Port Arthur Navigation District Aggregate per Project Endorsement

2. Owner's & Contractors Protective Liability.

The contractor shall purchase and maintain at its own expense, Owner's & Contractors Protective Liability coverage naming the Port, it's officers, agents and employees as insured in the same amount and coverage as provided for in the contractors Commercial General Liability Policy.

3. Automobile Liability Insurance.

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 1 or 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 per occurrence
Policy Period:	Annual Policy
Named Insured:	Contractor

4. Workers' Compensation and Employer's Liability Insurance.

The Contractor shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death).

Policy Period:	Annual Policy
Named Insured:	Contractor

- a) The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	\$1,000,000 bodily injury by accident \$1,000,000 bodily injury by disease \$1,000,000 policy limit
Policy Period:	Annual Policy
Named Insured:	Contractor

- b) The Contractor shall provide Longshore & Harbor Workers coverage if any employees are determined to be eligible benefits.
- c) The Contractor shall have its insuring company waive all right of subrogation against Port of Port Arthur per standard for WC 420304 A or equivalent.

5. Marine Operations.

If any operation involves the use of any form of watercraft, additional coverage may be required of Contractors as follows:

- a) In the event the User is required to provide coverage pursuant to this section, such insurance on waterborne vessels shall comply with the following requirements:
 - 1) If the User uses a chartered waterborne vessel in the operation hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Charter's Legal Liability Insurance, including full Maritime Employers Liability and Collision and Tower's Liability, covering bodily injury and property damage with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
 - 2) If the User uses an owned waterborne vessel in the operations hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Hull and Machinery Insurance, including full Collision and Tower's Liability and protection and Indemnity Insurance (including crew) covering bodily injury and property damage, each with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
 - 3) Port of Port Arthur will be named additional insured and right of subrogation will be waived in favor of Port of Port Arthur by endorsement acceptable to the Pork risk manager.

6. Umbrella/Excess Liability.

- a) The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:
 - 1) For contract amount under \$5,000,000; At least \$5,000,000 limit
 - 2) For contract amount from \$5,000,000 to \$25,000,000; At least \$10,000,000 limit
 - 3) For contract amount from \$25,000,000 to \$50,000,000; At least \$50,000,000 limit
 - 4) For contract amount over \$50,000,000; At least \$50,000,000 limit
- b) Port of Port Arthur shall be named as additional insured and the insuring carrier shall waive its rights of subrogation in favor of Port of Port Arthur.

7. Port of Port Arthur Navigation District-Owned Property:

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance (Builder's Risk) upon the work at the site to the full insurable value. This insurance shall include the interest of the Owner, Owner's Designated Representative, Contractor, and Subcontractors of any tier. Coverage shall be written on forms to include fire, extended coverage and special form including theft. Contractor is responsible for the deductible for any claim made against the policy. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

8. Installation Floater Insurance.

The Contractor shall provide and maintain Installation Floater Insurance insuring against damage or destruction of the materials or equipment in transit to, or stored on or off the Project Site which is to be used in the Work. A separate Certificate of Insurance evidencing the coverage required herein shall be provided to the Owner.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	TBD
Policy Period:	Effective until final completion of the Project
Named Insured:	Contractor
Additional Insured Parties:	Port of Port Arthur

9. Pollution Liability Insurance.

The contractor shall provide and maintain first party cleanup and third party liability for all pollutants involved in its operations. Limits will be specified by Port risk management based on scope of the project. Port of Port Arthur is to be named additional insured to this coverage.

10. Professional Liability Insurance.

Professional Liability with a Combined Single Limit of not less than \$5,000,000.

B. Acceptable Insurance Company.

The insurance company providing any of the insurance coverage required herein shall have a Best Key Rating of A, with a Financial Strength of VII or higher, (i.e. A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

C. Premiums, Deductibles and Self-Insured Retentions.

The Contractor shall be responsible for payment of premiums for all of the insurance coverages required. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, the Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the Contractor insurance must be declared and approved in writing by Port of Port Arthur risk management.

D. Certificate of Insurance.

The Contractor will deliver to the Port of Port Arthur Navigation District the required certificates, which must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and company to the coverage, limits and termination provisions shown thereon. All endorsements shall be attached to the certificates of insurance when submitted to the Port of Port Arthur.

E. Renewal Policies.

The Contractors shall promptly deliver to the Port of Port Arthur Navigation District a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the Owner not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

F. Cancellation and Modification of Insurance Coverages.

The Contractor shall be responsible to immediately notify the Owner in writing of any changes or cancellations of its insurance, or may be found in breach of the contract and the contract could be terminated. This notice requirement does not waive the insurance requirements contained herein.

G. No Recourse.

There shall be no recourse against Port of Port Arthur Navigation District for the payment of premiums or other amounts with respect to the insurance required from the Contractor.

H. Endorsements and Waivers.

All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project site. Any insurance or self-insurance beyond that specified in the Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents should be primary and non-contributory.
2. The insurance shall apply separately to each insured and additional insured party against whom a claim in made or suit is brought, except with respect to the limits of the insurer's liability.
3. Contractor shall have its insuring company provide a Waiver of Subrogation in favor of Port of Port Arthur per standard ISO form or the equivalent for all applicable coverages required hereunder.

I. Failure to Provide or Maintain Insurance Coverages.

The Contractor's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. The Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Contractor) or procure substitute insurance. The Contractor is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Contractor.

EXHIBIT B: SPECIFICATIONS

SEC 01 01 10.00
SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The Project is for the turn-key replacement of the existing analog control drive system in the Big Arthur whirly gantry crane with a new digitally regulated system. The Project includes all labor, engineering, and materials associated with: removal and disposal of the existing General Electric Valutrol drive system; design, procure and installation of a new drive system and its associated hardware (controls, monitoring hardware, and operator chair); commissioning of new system; and operating demonstration for the Port of Port Arthur's current crane operators.
 - 1. Projection Location: Port of Port Arthur, 200 West Lakeshore Drive, Port Arthur, Texas 77642;
 - 2. OWNER: Port of Port Arthur Navigation District of Jefferson County, Texas.
- B. The Work of the Project shall be done in accordance with this Specification and other referenced Specifications.
- C. The Work will be constructed under one prime Contract.
- E. Cooperate with separate contractors, if any, so that work under those contracts may be carried out smoothly, without interfering with, or delaying work under this Contract.
- F. Use of Site: Limit use of premises to work areas indicated and administrative and storage areas assigned by the OWNER. Do not disturb portions of the site beyond these areas.
 - 1. Allow for OWNER occupancy and use by the public.
 - 2. Keep driveways, rail facilities, storage areas, and entrances clear. Do not use these areas for parking or material storage. Do not interfere with current power, communications, and water supply. Schedule deliveries to minimize onsite storage of materials and equipment.

1.2 CONSTRUCTION SEQUENCE

- A. The VENDOR shall not proceed with construction without a construction sequence program integrating long lead-time materials with initial construction work into the program.
- B. It is the VENDOR's responsibility to fully coordinate the work operations of this Project so as to minimize or avoid interference or disruption of work due to lack of materials or proper sequencing.
- C. The VENDOR shall submit for approval to the OWNER a construction sequence program.

- D. Long Lead Materials: It is the VENDOR's responsibility to acquire all materials for the construction of work as identified in the Drawings and Specifications. It is the VENDOR's responsibility to identify all long lead-time materials and their delivery to the jobsite prior to their scheduled time of installation as identified in the Construction Sequence Program.
- E. Initial Construction Work: It is the VENDOR's responsibility to adhere to a Construction Sequence Program which indicates approximate construction elements to be used within the initial phases of construction.

PART 2 PRODUCTS

2.1 DRIVE SYSTEM REQUIREMENTS

- A. The Vendor provided drive system must utilize and be compatible with the current motor-generator set installed in Big Arthur. All AC and DC motors shall be reused, and any modifications, adapters, tachometers, or insulation needed for reliable integration shall be part of this scope.
- B. New panels and cabinets must be installed within the existing enclosures of the crane. Existing cabinets may be reused provided they are in good working order and allow for proper installation of new components while maintaining all applicable codes and standards.
- C. New operator controls must be installed with new operator chair in existing operator enclosure. New controls shall include displays showing pertinent information to crane operation. Controls shall allow for Big Arthur's full range of motion and use.
- D. Ability for operator performed diagnostics, troubleshooting, and maintenance.
- E. 24-hour remote technical support provided by manufacturer. Ethernet or wireless communication ability to connect to customer support to remotely diagnose an error.
- F. On-site technical support provided by manufacturer, available within 24 hours.

2.2 TECHNICAL DOCUMENTATION

- A. Design and installation drawings of system sealed by a Professional Engineer, licensed in the state of Texas.
- B. Technical, operation, and maintenance manuals for system.

2.2 WARRANTY

- A. Vendor shall warranty installation and operation of drive system for a minimum of 1 year from final acceptance of project.
- B. Vendor/Manufacturer shall provide a minimum of 2 years remote service as part of project.

- C. Written verification that drive components, spare parts, and service/support will be available for a minimum of 10 years past date of final acceptance.

PART 3 EXECUTION

3.1 START-UP AND COMMISSIONING

- A. Upon complete of installation, Vendor/Manufacturer must perform commissioning of new drive system in presence of Owner's Representative. Commissioning must include testing all new systems and demonstration of working order of all capabilities.

3.2 TRAINING CLASS

- A. Technical training class provided by Vendor/Manufacturer shall include:
 - a. Review of installation drawings
 - b. System layout
 - c. System programming
 - d. Diagnostic operation and troubleshooting
 - e. General operation

END OF SECTION

SECTION 01 09 50.00
REFERENCE STANDARDS AND DEFINITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. Definitions: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Drawings, or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the OWNER, requested by the OWNER, and similar phrases.
- D. "Approved:" When used in conjunction with the OWNER is action on the VENDOR's submittals, applications, and requests, is limited to the OWNER's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.
- F. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting. Placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is the VENDOR or another entity engaged by the VENDOR, either as an employee, Subcontractor, or Contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements

- indicated; and having complied with requirements of authorities having jurisdiction.
2. Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
- J. "Project site" is the space available to the VENDOR for performing construction activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies:" A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's, "Master Format" numbering system.
1. Abbreviated Language: Language used in the Specifications is abbreviated. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the VENDOR. At certain locations in the text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the VENDOR or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- M. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- N. Publication Dates: Comply with the standard in effect as of the date of the Contract Documents.
- O. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the VENDOR shall obtain copies directly from the publication source, maintain them at the Project site and make available on request.
- P. Abbreviations and Names: Where abbreviations and acronyms are used in the

Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research Inc.'s "Encyclopedia of Associations," which is available in most libraries.

- Q. Permits, Licenses, and Certificates: For the OWNER's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipt for fee payments, judgements, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION