



**ADDENDUM NUMBER 3
TO THE BID DOCUMENTS FOR
BERTH 6 EXPANSION
AT PORT ARTHUR
POPA FILE NO. 8.334**



Addendum Date: **September 02, 2021**

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST ACKNOWLEDGE THE ADDENDUM ON THEIR BID.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original and previous Addenda bid documents remains unchanged. The bid documents are modified and/or clarified, as follows:

250. The bids will be opened at the Port of Port Arthur Commissioners' meeting, which begins at 9:00 AM (local time) on September 8, 2021. Due to limited seating capacity and to advance the public health goal to slow the spread of the Coronavirus (COVID-19), a public toll-free dial-in number has been established to allow bidders to listen to the bid opening during the public portion of the commissioner meeting which includes the bid opening. The toll-free dial-in number is: **1-866-244-8528** and the access code number is: **328412#**.

For those prime contractors submitting bids directly to the Port, we ask that you limit your company's representation to one person who will be physically present during the bid opening. Due to space limitations, the adjacent conference room and foyer will be utilized for this purpose.

251. For the purpose of this project, the "Buy American" provision will be implemented as outlined in the attached 3-page document labeled "Appendix G".

252. No sealed financials of references to be submitted with bid. Apparent low bidder to submit within 5 days of bid.

253. The following drawings and specifications are revised and included in this addendum:

| | |
|-------------|-------------|
| 00 41 00.00 | 00 73 00.00 |
| APPENDIX G | |
| TX20210051 | TX20210053 |

Submitted Questions:

254. Q: Is a Neoprene Pad intended to be between the Deck Planks and Pile Caps in the sections on S-024?
A: Yes. A 3' wide x 1/2" thick Continuous Neoprene Bearing Pad is intended on the bearing surface of the Pile Caps to achieve proper bearing of the Deck Planks.
255. Q: The Contract Documents do not expressly exclude damages other than direct damages or liquidated damages. These other damages would be in the nature of indirect damages. Please confirm that all Parties expressly waives any claim for indirect or consequential damages that could be demanded by any Party against the others or explain what is intended.
A: No damages are waived.
256. Q: Please confirm that any Liquidated Damages ("LDs") will be the Owner's sole and exclusive remedy with respect to any late substantial completion ("SC") caused solely by Contractor, and that each Party accepts that LDs are considered to be direct damages and not to be considered indirect damages, or explain what is intended.
A: No damages are waived.
257. Q: Article 5.11 on page 22 of the 1362-page Specs, indicates broad form indemnification which does not exclude the contributory negligence or willful misconduct of the Port. Texas Statutes disfavor or disallow broad form indemnification (See, Title 2., Subtitle C., Chapter 151 of the Texas Insurance Code. Please confirm that each Party shall be responsible to the other Party to the extent and in the proportion that the Party's acts or omissions result in impacts to the other Party or to third parties or explain what is intended.
A: As a Texas governmental entity the Port of Port Arthur can only indemnify for its own conduct, or that of its employees and agents.
258. Q: Please confirm that following conversion by Owner/Client of any Termination for Default to a Termination for Convenience in which Contractor engages counsel for the purpose, Owner shall reimburse Contractor for such reasonable and necessary legal costs.
A: No reimbursement would be made.
259. Q: Article 14.07 on page 102 of the 1362-page Specifications indicates that Owner may take control or possession of Contractor's equipment to correct defective work. This would be acceptable as to equipment that is incorporated into the Project, but not as to construction equipment, vehicles and tools. Such action would violate existing covenants and enforceable agreements and is not permitted. Owner's proper remedy in Default for Work completion is the Performance Bond. Please confirm that Owner will not take possession or control of Contractor's construction equipment, vehicles, or tools, or explain what is intended.
A: Article 14.07 is not applicable to a contractor's construction equipment, vehicles, or tools.
260. Q: Please clarify what the basis of award will be based on? Will the award be based solely on the lowest responsive base bid?
A: Once the responsiveness of the bids is established, POPA will evaluate the bids based on the Base Bid alone or in any combination with alternatives A, B, and C.

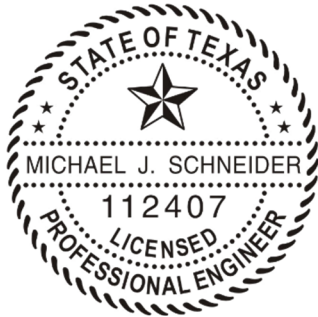
261. Q: Paragraph 1 of the Instructions to Bidders states that, “The term ‘Successful Bidder’ means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation hereinafter provided) makes an award.” Further, Paragraph 16.2 indicates that, “In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and any other data, as may be requested in the Bid Form or prior to the Notice of Award.” Will the lowest price be based on the “Total Bid Price of All Base Bid Work” as shown on the Bid Form? If not, how will Alternate lump sum and/or Variable unit price items be evaluated in determination of low bid?
- A: Once the responsiveness of the bids is established, POPA will evaluate the bids based on the Base Bid alone or in any combination with alternatives A, B, and C.
262. Q: The Contract Documents appear to provide for both actual/direct and liquidated damages in the event of delayed completion. As liquidated damages are assessed when actual/direct damages are difficult to prove and may not be assessed as a penalty, please confirm in the event of contractor delays liquidated damages will be assessed in lieu of actual/direct and consequential damages.
- A: No damages are waived.
263. Q: The Supplementary Conditions state Contractor shall be required to cease operations and abandon or temporarily vacate as necessary to facilitate port cargo operations. Please confirm that Contractor is entitled to an equitable adjustment in the Contract Time and Price when Contractor is required to cease operations and abandon or temporarily vacate.
- A: Confirmed.
264. Q: Please confirm in the event of changes in laws or regulations taking effect after submission of Contractor’s bid, Contractor shall be entitled to an equitable adjustment under Section 7.11 C. of the Standard General Conditions to the extent such change impacts Contractors’ cost and/or time of performance.
- A: Confirmed, to the extent such impact in cost and/or time of performance is recommended by POPA’s engineers and approved by POPA.
265. Q: Reference is made to Section 7.17 E. of the General Conditions. Please confirm that the Contract does not require the Contractor to accept the assignment of any contract entered into by Owner or direct the bidder to the language in the Contract requiring acceptance of such an assignment.
- A: No acceptance of assignment is required for this project.
266. Q: Section 7.17 B provides an extended warranty and guaranty from Contractor “limited only by applicable Laws and Regulations restricting actions to enforce such rights.” Please remove Section 7.17 B and its effect from the General Conditions of the Contract by updating the Supplemental Conditions to reflect that Contractor’s warranty that all Work will be in accordance with the Contract Documents and will not be defective extends for one year following Substantial Completion.
- A: Section 7.17B will not be deleted.

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267. Q: SECTION 00 73 00.00 – SUPPLEMENTARY CONDITIONS lists Article 6 of the Standard General Conditions as "Contractor's Responsibilities" however the General Conditions lists ARTICLE 7 as CONTRACTOR'S RESPONSIBILITIES. Please amend the Supplementary Conditions to remove the original contents of Article 6 of the Standard General Conditions (EJCDC® C-700), and re-number all subsequent articles accordingly to avoid confusion.
- A: Section 00 73 00.00 incorrectly referenced Article 6 of the Standard General Conditions as "Contractor's Responsibilities". Bidders shall note the correct reference is Article 7 of the Standard General Conditions for "Contractor's Responsibilities".
268. Q: Please outline what additional lands, if any, Contractor may be required to provide and obtain access to for temporary construction facilities.
- A: The Port does not require the Contractor to obtain additional land for temporary construction facilities. If the Contractor requires additional land, other than that shown on the Plans, that will be considered a part of the Contractor's means and methods.
269. Q: Who is the manufacturer of the existing dual 54" Foley Outfall pipe and what model/rating is the pipe?
- A: The 54" Pipe is actually a 60" pipe (two 60" pipes). The pipe is ADS HDPE N-12 WT IB (AASHTO) with nitrile gaskets.
270. Q: Paragraph 3.4 D.2. of Section 35 20 23.15 states, "All costs associated with the disposal method must be included in the bid price." Will the contractor be responsible for tipping fees associated with use of any of the four disposal sites? If so, please provide additional detail.
- A: Tipping Fees shall not be included in the bid price.
271. Q: The Contract Documents state if Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. Please confirm whether any such work is scheduled or anticipated.
- A: Currently, there is no other work planned with the exception of the Berth 5 Backland project located adjacent to the Berth 6 project, on the east side.
272. Q: Please delete Section 2.8 from Specification 01 50 00 as it is in direct conflict with the Agreement and Standard General Conditions. The Agreement and Standard General Conditions state if an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings (or not shown/indicated with reasonable accuracy), then Contractor shall, promptly notify Owner and Engineer in writing and shall be entitled to an equitable adjustment in the Contract Time and Price. However, Construction Specification 01 50 00 Section 2.8 states utilities shown on Drawings are at approximate and Contractor shall pre-locate, by whatever means may be required (metal detection equipment, probes, excavation, survey). Further, Section 2.8 states utility service lines are not shown on Drawings and Contractor shall anticipate service lines exist and repair them when damaged due to construction activity—and no separate payment will be made for repair work.
- A: Known utilities are shown on contract drawings. It is the Contractor's responsibility to locate all utilities prior to commencing work. Any additional utilities not shown will be addressed in accordance with Article 11 of the Standard General Conditions.

273. Q: Please provide the applicable current prevailing wage determination for this project.
A: The General Decision Wage Rates for this project are TX20210051 (Construction Type: Heavy Dredging) dated 01/01/2021 for use in Dredging and TX20210055 (Construction Type: Heavy) dated 01/01/2021 for use in construction of the project.
274. Q: Please Identify the Normal Works Hours mentioned in General Note 8 of Contract Drawing G-004 General Notes.
A: Normal working hour is considered 0700 to 1700 local time. Contractor may work outside of normal working hours if requested and approved by the Port.
275. Q: Civil Plans indicate removing the existing security fence and installing security fence at the diesel pump station about 25' closer to the pump station. Please confirm the existing containment berm system that will be impacted will be relocated by others.
A: Existing containment system will be relocated by as a part of this project. Bidders shall include the cost of relocation in their bid.

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM ON THEIR BID FORM.

END OF ADDENDUM 3



9/02/2021

Michael J. Schneider

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BID FORM: Port of Port Arthur Berth 6 Expansion

To: Port of Port Arthur Navigation District of Jefferson County, Texas
221 Houston Avenue
Port Arthur, Texas 77640

From: _____
(Name of firm submitting bid)

Project: _____ Project

1.0 DECLARATION

Having carefully examined the place of the Work, the Drawings and Project Manual prepared by Collins Engineers, Inc., we agree to accomplish the work in accordance with the Contract Documents, and will enter into a Contract (Agreement), if awarded on the basis of this bid, within _____ days after the receipt of bids.

Bidder acknowledges receipt of the following ADDENDA:

| <u>Addendum No.</u> | <u>Signature Acknowledging Receipt</u> |
|---------------------|--|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2.0 PROPOSAL

A. We, the undersigned, offer to perform the work for the following amounts:

TOTAL BID PRICE OF ALL BASE BID WORK:

DOLLARS. \$ _____

ALTERNATE ITEM A: ADDITIONAL PRICE IF DREDGE DISPOSAL IN PLACEMENT AREA 11 IS REQUIRED INSTEAD OF PLACEMENT 8:

_____ DOLLARS. \$ _____

ALTERNATE ITEM B: ADDITIONAL PRICE IF DREDGE DISPOSAL IN PLACEMENT AREA 9A IS REQUIRED INSTEAD OF PLACEMENT 8:

_____ DOLLARS. \$ _____

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ALTERNATE ITEM C: ADDITIONAL PRICE IF DREDGE DISPOSAL IN PLACEMENT AREA 9B IS REQUIRED INSTEAD OF PLACEMENT 8:

_____ DOLLARS. \$ _____

B. We agree to substantially complete the work within _____ calendar days after the date the contract time commences to run.

3.0 VARIABLES

A. We, the undersigned, offer to perform the following unit work items, if required outside of the base bid quantities, for the following amounts:

UNIT ITEM 1: UNIT PRICE COST FOR DIFFERENCE IN DREDGE QUANTITY:
(Base Bid Assumes 265,000 cubic yards. This price is for additive or deduct amount per cubic yard.)

_____ DOLLARS/YD³ \$ _____

4.0 ATTACHMENTS

The following documents are attached as an integral part of this bid proposal:

- A. Bid Security
- B. Bidder's Qualifications/References (To be provided by Apparent Low Bidder within 5 days of bid)
- C. Sealed Envelope containing Contractor's Itemized Breakdown of the Lump Sum bid elements
- D. Sealed financial statement (00 82 00) (To be provided by Apparent Low Bidder within 5 days of bid)
- E. Certification regarding lobbying (00 83 00-1)
- F. Good Faith Effort Certification (00 84 00-1)

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5.0 SIGNATURES

Bidder: _____
(Print or type the full name of your proprietorship, partnership, corporation or joint venture.*)

By: _____
(Signature of duly authorized officer of the company)

Name: _____
(Print or type name and company title)

Address: _____
(Print or type business address of Bidder)

Telephone: _____
(Print or type telephone number)

*If the Bidder is a joint venture, add additional identification and signatures/or each member of the joint venture, in the space below.

END OF DOCUMENT

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SECTION 00 73 00.00 – SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the “Standard General Conditions of the Construction Contract”. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

- Add the following paragraph as 5.02.A.2 of the General Conditions to read as follows:

“2. For work on or near navigable waterways, Contractor shall comply with all Local, State, Federal, and U.S. Coast Guard codes, laws, regulations and ordinances regarding navigation, public advertisement, warning signs, signals, or buoys, or any other requirements. Contractor shall perform this Work such that it does not interfere with ships’ or other vessels’ ability to navigate safely through the Ship Channel.”

- Add the following paragraph as 5.02.A.3 of the General Conditions to read as follows:

“3. Contractor shall be required to cease operations and abandon or temporarily vacate as necessary to facilitate port cargo operations. All work activity shall be revised and updated at weekly progress meetings.”

- Modify the original paragraph 5.02.A.2 of the General Conditions and change to 5.02.A.4 to read as follows:

“4. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any

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such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

- Modify Section 7.13 Safety and Protection of the General Conditions to read as follows:

"7.13 Safety, Protection, and Site Security"

- Add paragraph 7.13.K. to the General Conditions to read as follows:

"Contractor must coordinate access within the secured perimeter at least 3 days in advance with Port Security. Any personnel within the secured perimeter must follow all TSA regulations regarding TWIC credentials. All contractor personnel must have TWIC at all times while working within the secured perimeter. Deliveries who do not have TWIC must be escorted by someone with TWIC escort privileges."

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

- Modify the first sentence in paragraph 10.01A of the General Conditions to read as follows:

"'Engineer' as used in the General Conditions, and as may be found elsewhere in the Technical Specifications and on the Drawings shall be understood to mean the Owner's Representative. The duties, responsibilities and limitations of the authority of the Owner's Representative during construction are set forth in the Contract Documents. The Owner's Representative during the construction period will be Collins Engineers, Inc.

'Engineer-of-Record' as used in these documents refers to the design professional who prepared the construction documents. The Engineer-of-Record for this project is Collins Engineers, Inc."

END OF SECTION

**APPENDIX G
(BUY AMERICAN PROVISION)**