



ADDENDUM NO. 1

FOR

**HARBOR ISLAND FENDER SYSTEM
IMPROVEMENT PROJECT**

PREPARED BY:

**PORT OF BEAUMONT NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TX**

PORT PROJECT NO. 00017

NOVEMBER 22, 2019

ADDENDUM NO. 1

Bids scheduled to be opened at 2:00 p.m. (CST) on Thursday, December 5, 2019.

This Addendum is hereby made a part of the project documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the space provided below and, in the space, provided on the Bid Form.

CONTRACT DOCUMENTS

Please be aware of the changes in the Contract Documents as described below:

1. Section II – Information for Bidders
 - a. Page 3: The OWNER expects to issue the NOTICE OF AWARD within thirty (30) days of the date specified for publicly opening BIDS. This is a revision from the previously noted ten (10) days.
2. Section V – Special Conditions
 - a. Item 5: Updated to reflect the forty-four (44) 24-ft long 10-in x 12-in Axion Struxure composite boards already procured by the Port.
3. Exhibit A – Scope of Work
 - a. Item 1.3: Updated to reflect the length of boards required (24-ft long).

(NOTE: Revised copies of the documents noted above have been attached to this Addendum.)

CLARIFICATIONS TO GENERAL QUESTIONS

All questions raised during and after our bid meeting will be addressed in a single addendum to follow the cutoff for questions on Tuesday, November 26, 2019.

END OF ADDENDUM NO. 1

Please sign below and email back a copy to Brandon M. Bergeron, P.E., Director of Engineering at the Port of Beaumont (bmb@pobtx.com).

CONTRACTOR: _____

NAME: _____

DATE: _____

II. INFORMATION FOR BIDDERS

BIDS will be received by Port of Beaumont Navigation District (the "OWNER"), at 1225 Main Street, Beaumont, Texas 77701 until 2:00 p.m. local time, Beaumont, Texas on Thursday, December 5, 2019, and then at said office publicly opened and read aloud.

A pre-bid conference will be held at the Port of Beaumont Administrative Office, 1225 Main Street, Beaumont, Texas. The pre-bid conference will be held at 2:00 p.m. local time, Beaumont, Texas on Thursday, November 21, 2019. ATTENDANCE AT THE PRE-BID CONFERENCE IS MANDATORY AND IS A PREREQUISITE TO A BIDDER BEING AWARDED THE BID.

Each BID must be submitted in a sealed envelope, addressed to Mr. Brandon Bergeron, Director of Engineering, at the Port of Beaumont, P.O. Drawer 2297, Beaumont, Texas 77704. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Harbor Island Fender System Improvement Project and the envelope should bear on the outside the name of the BIDDER, its address, and its license number (if applicable). If forwarded by overnight or express mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Mr. Brandon Bergeron, Port of Beaumont, 1225 Main Street, Beaumont, Texas 77701. For purposes of express mail forms, the Port's telephone number is (409) 835-5367. BIDS received by telefacsimile will not be accepted.

BIDDERS must satisfy themselves of the extent of the WORK by examination of the site and a review of the drawings and specifications including ADDENDA. BIDDERS should pay particular attention to the Scope of Work included herein as Exhibit "A". After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

BIDDERS are advised to thoroughly familiarize themselves with Part IV, General Conditions, and Part V, Special Conditions, of this Contract, in particular with Part V, Paragraph 4, Construction Schedule, and Paragraph 8, Liquidated Damages.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. A labor and equipment rental rate sheet, the Corporate Resolution (if applicable), and Bid Bond must also be fully completed and submitted with the BID form. Only one copy of the BID form is required. The BID Form is included herein as Exhibit "B". The Corporate Resolution form is included herein as Exhibit "C". The Bid Bond form is included herein as Exhibit "D". The "Information Required of Bidders" form is included herein as Exhibit "G". A complete list of all the documents required to be submitted with the BID Form is included on the BID Form.

The BIDS will be presumed to include all ADDENDA that have been provided by the OWNER or ENGINEERS to each respective BIDDER. The OWNER or ENGINEER will submit written addenda, which have been approved in writing by the OWNER to the prospective

BIDDERS by telefacsimile. The signed and returned telefacsimile transmission sheet shall be evidence of the receipt of the addendum. If a BIDDER fails to include within his BID acknowledgement of receipt of ADDENDA that has been properly submitted and received by a prospective BIDDER, then the OWNER may treat the ADDENDA as though they had been received and treat the failure of the BIDDER to include the information concerning the ADDENDA as an informality or minor defect.

A CONDITIONAL OR QUALIFIED BID WILL NOT BE ACCEPTED. Any BIDDER who BIDS terms, conditions or specifications not contained within the Contract Documents, including any addendum to the BID specifications, will be considered to have submitted a conditional or qualified BID and that BID will not be accepted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the tasks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND (see Exhibit "D") payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND (see Exhibit "E") and PERFORMANCE BOND (see Exhibit "F") have been executed and approved, after which it will be returned. A certified check or cashiers check, drawn on a bank that is a member of the Federal Reserve System, may be used in lieu of a BID BOND. Sureties companies executing BID, PERFORMANCE and PAYMENT BONDS required within the Contract Documents must appear on the Treasury Department's most current circular as a company holding a Certificate of Authority as acceptable sureties on federal bonds and as acceptable reinsurance companies (the most current revision of Department Circular 570 in effect prior to the date of the submission of a BID hereunder). Such surety companies shall also be authorized to transact business in the State of Texas.

A PERFORMANCE BOND and PAYMENT BOND, each in the amount of one hundred percent (100%) of the total contract, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign the BID BOND must file with the BOND a certified and

effective dated copy of their power of attorney.

The OWNER will receive BIDS and verify responsiveness. The OWNER will then process and award the contract or reject the bids. If the contract is awarded, the OWNER will issue the notice to proceed. It is the intent of the OWNER to award a contract to the lowest and best bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available.

The OWNER expects to issue the NOTICE OF AWARD within thirty (30) days of the date specified for publicly opening BIDS.

The party to whom the contract is awarded will be required to execute and return to OWNER the AGREEMENT, INSURANCE CERTIFICATE, PERFORMANCE BOND, and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary AGREEMENT form shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the BID shall become the property of the OWNER.

The OWNER, within ten (10) calendar days of receipt of acceptable AGREEMENT, INSURANCE CERTIFICATE, PERFORMANCE BOND, and PAYMENT BOND signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall also be issued within ten (10) calendar days of receipt of acceptable AGREEMENT signed by the CONTRACTOR. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party. The CONTRACTOR will complete the project within ninety (90) calendar days after the COMMENCE WORK DATE in the NOTICE TO PROCEED.

The BIDDER must agree to warrant all materials, equipment, and related items furnished and all work performed for a period of two years from written acceptance of the project as further described in Paragraph 52, Contractors Warranty, of Part IV, General Conditions, of this Contract.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to

satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated herein.

In selecting the lowest responsive, responsible BIDDER, consideration will be given not only to the financial standing, but also the general competency of the BIDDER for the performance of the WORK covered by the BID and to the ability of the BIDDER to meet the project schedule.

IF THE CONTRACT IS TO BE AWARDED, IT WILL BE AWARDED TO THE LOWEST AND BEST BIDDER WHOSE EVALUATION BY OWNER INDICATES TO OWNER THAT THE AWARD WILL BE IN THE BEST INTEREST OF THE PROJECT. THE BID WILL BE AWARDED AS REQUIRED BY TEXAS WATER CODE, SECTION 60.408. By submitting a BID, each BIDDER agrees to waive any claim it has or may have against the OWNER, its ENGINEERS, the OWNER'S agents and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any BID; waiver of any requirements under the Contract Documents (as defined in the General Contract as provided in these Contract Documents and Specifications), acceptance or rejection of any BIDS and award of the Contract.

THE OWNER IS EXEMPT FROM STATE SALES AND USE TAXES ON MATERIALS AND EQUIPMENT TO BE INCORPORATED IN THE WORK. THE CONTRACTOR IS THEREFORE REQUIRED TO BREAK HIS BID INTO MATERIAL AND LABOR PORTIONS AS SHOWN ON THE BID FORM. SAID TAXES SHALL NOT BE INCLUDED IN THE CONTRACT PRICE. CERTAIN CATEGORIES OF MATERIALS AND EQUIPMENT DO NOT QUALIFY FOR THE SALES TAX EXEMPTION AND INCLUDE MATERIALS, INCLUDING MOTOR FUEL WHICH ARE CONSUMED IN THE PERFORMANCE OF THE WORK, OWNED OR LEASED EQUIPMENT OF A CONTRACTOR WHICH IS USED IN THE PERFORMANCE OF THE WORK, AND MATERIALS WHICH ARE USED BY THE CONTRACTOR IN THE PERFORMANCE OF THE WORK AND SUBSEQUENTLY FURNISHED TO THE PORT UNINSTALLED. A SEPARATION OF MATERIALS FORM IS INCLUDED AS EXHIBIT "N" AND SHALL BE REQUIRED OF THE SUCCESSFUL BIDDER.

The OWNER requires that, at a minimum, the CONTRACTOR and his SUBCONTRACTORS pay their employees wages equal to those published by the Davis-Bacon Wage Determination. A copy of this survey is attached as Exhibit "H". It is the CONTRACTOR'S responsibility to become familiar with and to comply with the laws of the State of Texas pertaining to minimum wage rates for public contracts. The CONTRACTOR will be responsible for ensuring that all SUBCONTRACTORS are aware of and comply with these laws.

The OWNER has prepared the design drawings and technical specifications describing the WORK. BIDDERS shall submit any questions or request for clarifications to these BID DOCUMENTS to the OWNER in writing. For technical information and all questions related to these BID documents contact Mr. Brandon Bergeron, Director of Engineering by email at bmb@pobtx.com. The cut-off for BIDDER'S questions shall be 2:00 p.m. local time, Beaumont,

Texas on Tuesday, November 26, 2019.

The OWNER will provide a qualified and experienced Project Representative to review the quality and quantities of WORK furnished by the CONTRACTOR. The Project Representative will examine the records and reports that are filed by the CONTRACTOR dealing with the compliance of the WORK with the drawings and specifications.

Payment shall be on a lump sum basis in accordance with the values submitted on the bid form. CONTRACTOR will submit monthly invoices for progress payments. A five-percent (5%) retention will be held out on each billing until all WORK is completed in accordance with the CONTRACT. Submitted invoices shall bear resemblance and contain the information shown on the sample invoice form contained herein as Exhibit "M". CONTRACTOR must include, as an attachment to each submitted invoice, certified payroll documentation verifying that they are in accordance with the prevailing wage rates, attached as EXHIBIT "H." ENGINEER, upon approval of monthly progress, will certify invoices within five (5) days and submit to OWNER for payment. OWNER will pay certified billing within thirty (30) days to the CONTRACTOR. Final payment will be made within thirty (30) days of approval of final billing.

A CONTRACTOR'S Affidavit and Waiver of Lien shall be provided to OWNER prior to final payment, stating that all bills of every kind incurred in the performance of the WORK have been paid in full, and to furnish the OWNER a release of all claims arising out of the WORK performed under the Contract. A sample Affidavit is contained herein as Exhibit "I".

AWARDED FIRM(S): SUBMISSION OF FORM 1295¹ (TEXAS ETHICS COMMISSION)

As of January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the Port of Beaumont may not award the Project to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the Port of Beaumont as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid for the Project is the lowest responsive and responsible bid received, the Port of Beaumont, acting through its Chief Executive Officer, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and the winning bidder must promptly file the materials described below. Per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. Awarded bidders (for contracts under this contract) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number. A sample Disclosure Form is contained herein Exhibit "Q".

¹ Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018: (1) a sponsored research contract of an institution of higher education; (2) an interagency contract of a state agency or an institution of higher education; (3) a contract related to health and human services if: 1. (a) the value of the contract cannot be determined at the time the contract is executed; and 2. (b) any qualified vendor is eligible for the contract; (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; (5) a contract with an electric utility, as that term is defined in Section 31.002, Utilities Code, or (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

PROCESS FOR COMPLETING THE DISCLOSURE FORM:

The Disclosure Form can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and reference should be made to the following information in order to complete it: (a) item 2 – Port of Beaumont Navigation District of Jefferson County, Texas, (b) item 3—the identification number 00017, and (c) item 3- description of goods or services assigned to this contract by the Port of Beaumont.

The Port of Beaumont cannot accept your bid unless and until you:

- (1) Complete the Disclosure Form electronically at the TEC’s electronic portal; and
- (2) Print, sign, and deliver a copy of the Disclosure Form and Certification of Filing as generated by the TEC’s electronic portal.

These materials must be electronically delivered to Tracy Mill’s with the Port of Beaumont at tm@pobtx.com.

Time will be of the essence in submitting the form to the Port of Beaumont, and no bid will be accepted by the Port of Beaumont unless a completed Disclosure Form is received on time.

Neither the Port of Beaumont nor its consultants have the ability to verify the information included in the Disclosure Form, and neither have an obligation nor undertake responsibility for advising bidder with respect to the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Project should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the Port of Beaumont that its bid is the conditional winning bid.

At the time of award, the OWNER will submit a request to the Awarded Proposer to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Proposer and notarized to the OWNER.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Additionally, the winning bidder must complete the House Bill 89 Verification, attached as Exhibit “Q” to this Bid Package and a Texas Government Code Chapter 2252 Certification, attached as Exhibit “R” to this Bid Package.

V. SPECIAL CONDITIONS

THE FOLLOWING SPECIAL CONDITIONS SHALL GOVERN IN THE EVENT OF ANY CONFLICT WITH PROVISIONS OF OTHER CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO THE GENERAL CONDITIONS.

1. TAXES

The OWNER is exempt from State Sales and Use Taxes on materials and equipment incorporated in the work. Therefore, to enable the CONTRACTOR to obtain a sales tax exemption, the bid must be split into labor and material components as specified on the Bid Form, Exhibit "B" and on the Separation of Materials Form, Exhibit "N". The OWNER will provide the CONTRACTOR with the necessary documentation enabling him to obtain a sales tax exemption on materials and equipment incorporated into the work.

2. NIGHTS, WEEKENDS, AND HOLIDAY CONSTRUCTION

In order to meet the construction schedule, the CONTRACTOR may work extended hours on nights, weekends, and holidays. He will only be allowed to work during such periods, however, if he has notified, in writing, the OWNER'S Representative at least 48 hours in advance of the first day of extended hours. The OWNER reserves the right to restrict extended work hours at no penalty, if necessary for OWNER operations.

3. CONTRACT COORDINATION/ CONSTRUCTION SEQUENCE

The OWNER may have other work ongoing at the same time as this project. The CONTRACTOR shall coordinate his construction activities so as not to impede unnecessarily any work being performed by other CONTRACTORS or by those conducting OWNER's operations. The OWNER will coordinate with the CONTRACTOR to have the work performed in a sequence such that the OWNER has full access to work area at all times.

4. CONSTRUCTION SCHEDULE

CONTRACTOR is advised that it is the intention of the OWNER to complete all bid work on the project within ninety (90) calendar days after the commence work date in the Notice to Proceed. The CONTRACTOR shall prepare and submit to the ENGINEER/ARCHITECT and/or OWNER for approval a practical schedule after the award of the contract and ten (10) days prior to construction showing the order in which he proposes to carry on the work, the dates on which he will start the work, and the contemplated dates of completion of the same. In addition, weekly scheduling with other CONTRACTORS, the ENGINEER/ARCHITECT and the OWNER will be required to minimize hardships.

As a minimum, the milestones for the project are as follows:

- Contract award/Notice to proceed
- Submittal of project schedule and construction sequence
- Delivery of materials
- Mobilization
- Demolition
- Installation
- Site clean-up
- Final inspection with Owners Representative
- Demobilization

Note: The Contractor shall sequence the work in their schedule to complete the milestones listed above in the order the Contractor chooses according to the intended means and methods to complete the project.

Liquidated damages apply to this project completion schedule and are described in Part V, Paragraph 8 of the Special Conditions.

5. OWNER FURNISHED MATERIAL AND SERVICES

The OWNER shall furnish forty-four (44) 24-ft long 10-in x 12-in Axion Struxure composite boards for use on the project.

All other materials, utilities and equipment necessary for the completion of the work shall be the responsibility of the CONTRACTOR.

6. CONTRACTOR FURNISHED MATERIAL AND SERVICES

All material required to complete the work as specified is to be supplied by the CONTRACTOR.

7. PREVAILING WAGE RATES

The OWNER, as a Public Body, requires that all CONTRACTORS and SUBCONTRACTORS, by law, pay the Prevailing Wage Rates, as specified in Exhibit "H" of these Contract Documents. The CONTRACTOR is to comply with the laws governing the Prevailing Wage Rates as detailed in Chapter 2258, subtitled "Prevailing Wage Rates", of Title 10 in the Government Code. The CONTRACTOR and their SUBCONTRACTORS shall include, as an attachment to each submitted invoice, Certified Payroll Forms, attached as EXHIBIT "P", verifying that they are in accordance with the Prevailing Wage Rates, attached as EXHIBIT "H."

As described in the Government Code, the CONTRACTOR shall pay a \$60.00 per day per worker penalty for non-compliance with the Prevailing Wage Rates Laws. In addition, the

CONTRACTOR may face Criminal Offense Charges for non-compliance with the Prevailing Wage Rates Laws. Enforcement of the Prevailing Wage Rates Laws shall be in accordance with the provisions set forth in Chapter 2258, Subchapter C, of Title 10 in the Government Code.

The CONTRACTOR and their SUBCONTRACTORS shall be required to keep a record certifying the following:

- The name of each worker employed on the project,
- Each worker's category (occupation) according to the Prevailing Wage Rates List,
- Each worker's rate of pay associated with their category of the Prevailing Wage Rates List,
- The actual hourly wages paid to each worker, and
- Certified payroll documentation verifying that they are in accordance with the Prevailing Wage Rates, attached as EXHIBIT "H."

8. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this AGREEMENT and that OWNER will suffer financial loss if the Work is not completed within the time specified in the Schedule, plus any extensions thereof allowed in change orders granted pursuant to the General Conditions. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in the Schedule, for the completion of the Work and readiness for final payment.

Liquidated damages will be deducted from the final payment due the CONTRACTOR at the end of the job. Rain days will be allowed. The CONTRACTOR shall submit request for rain days each month with the monthly invoices for approval.

9. SURVEYING AND LAYOUT

Surveying and layout work for this project shall be the responsibility of the CONTRACTOR. All dimensions shown on the Project Drawings, including distances, coordinates, elevations, and angles, shall be field verified by the CONTRACTOR prior to commencing with the applicable work.

10. CONDITIONS ON SITE

CONTRACTORS are to familiarize themselves with the location and conditions under which the work will be performed or any conditions that will affect the work. No additional allowance will be granted due to lack of such knowledge.

The CONTRACTOR is to field verify dimensions and identify any interference. Any additional costs resulting from an undetected interference will be the contractor's responsibility.

11. TWIC REQUIREMENTS

TWIC Cards will be required for all CONTRACTOR employees and all subcontractors. The CONTRACTOR shall be responsible for obtaining these cards and the cost of these cards shall be included in the bid price. The CONTRACTOR will be responsible for obtaining training (performed by Port Authority Police) for their supervisors or designated employees to be certified as TWIC escorts to accompany any non-TWIC employees, subcontractors, vendors, etc as per 33 CFR 101.

12. RESPONSIVENESS

A responsive bid shall substantially conform to the requirements of the Contract Documents contained herein. **Bidders who substitute any other terms, conditions, specifications and/or requirements, fail to provide any information required in Exhibit G, who qualify their bid in such a manner as to nullify or limit their liability to the contracting entity, shall be deemed non-responsive and the bid will not be considered for award.** Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to:

- Bids that fail to conform to required delivery schedules as set forth in the bid request,
- Bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery",
- Failure to sign the Bid Form,
- Failure to include one or more of the required attachments to the Bid Form,
- Bids that are not submitted on the Bid Form provided,
- Bidder or bidder's representative did not attend the mandatory pre-bid conference, Reason to believe that collusion exists among bidders,
- Bids that do not have all applicable lines filled in on the Bid Form.

EXHIBIT "A"

SCOPE OF WORK

The work covered in this specification includes the furnishing of all materials, equipment, labor, supervision, and performing all operations necessary for the completion of the Port of Beaumont's Harbor Island Fender System Improvement Project as shown on the Project Drawings and described in the Contract Documents. The Contractor shall provide and furnish all tools, equipment, scaffolding, materials, supervision, labor, rentals, subcontractors, permitting, profit, overhead, and any other related costs to provide and install the materials detailed in these specifications and the accompanying drawings. The work includes all that is necessary to provide the OWNER with a complete project.

A. GENERAL

1. The CONTRACTOR shall perform all work in accordance with the Governing Technical Specifications of the Contract Documents and Project Drawings.
2. Mobilization for this work can begin immediately upon issuance of the Notice to Proceed by the OWNER. The CONTRACTOR shall be responsible for the mobilization and demobilization of all material, equipment, and manpower to the site.
3. CONTRACTOR shall determine the most efficient construction sequence and review this plan with the OWNER. Unless otherwise noted, The OWNER will coordinate with the CONTRACTOR to have the work performed in a sequence such that the OWNER has full access to project area at all times.
4. CONTRACTOR shall be responsible for procurement and installation of the limestone pavement, catch basins and drainage pipe in accordance with the Project Drawings listed in Exhibit "L" and the Technical Specifications in Exhibit "K".
5. The CONTRACTOR shall be responsible for verifying all dimensions and elevations in the Contract Documents.

B. PROJECT SCOPE

1.0 Scope of Work

1.1 Mobilization and Demobilization

Mobilization and demobilization of all equipment, manpower, and all other items necessary to complete the work outlined in the Contract Documents and Project Drawings. As part of the mobilization effort, the CONTRACTOR shall be responsible for preparing and submitting the preconstruction submittals:

- Detailed project bar chart schedule

- Material specifications and quote sheet for composite boards (subject to OWNER approval prior to procurement).

CONTRACTOR shall submit the preconstruction submittals for review, prior to beginning the installation.

1.2 Remove and dispose of existing timber fender boards

The CONTRACTOR shall remove and dispose of existing creosote timber fender boards along the 1,200-linear foot face of Harbor Island Marine Terminal. This work includes the removal of anchor hardware and timber boards from an upper and lower elevation along the entire face of the wharf.

1.3 Procure new composite fender boards

The CONTRACTOR shall procure sufficient quantity of new composite boards to replace the upper and lower elevations of existing timber fender boards along the 1,200-linear foot face of Harbor Island Marine Terminal. The composite boards shall be 24-ft long 10-in x 12-in Axion Structural Innovations, LLC Struxure Boards, or OWNER approved equal. Material specifications for composite boards will be subject to OWNER approval prior to procurement.

1.4 Install new composite fender boards

The CONTRACTOR shall install new upper and lower elevations of composite boards secured with new galvanized anchor hardware. The work includes installing new galvanized anchor hardware at existing anchor sleeve locations. The work also includes trimming composite boards as required to provide a continuous fender along the 1,200-linear foot face of Harbor Island Marine Terminal. Material specifications for anchors will be subject to OWNER approval prior to submittal.

2.0 Conditions on Site

2.1 The CONTRACTOR is to familiarize himself with the location and conditions under which the work will be performed or any conditions that will affect the work. This includes, but is not limited to, site conditions related to demolition, site preparation, and material disposal. No additional allowance will be granted due to lack of such knowledge.

2.2 The CONTRACTOR is to field verify dimensions and identify any interference. Any additional costs resulting from an undetected interference will be the CONTRACTOR'S responsibility.

3.0 Owner's Access to the Site

3.1 OWNER'S employees and representatives shall have access to the construction work at all times.

4.0 Materials and Services Furnished by the Owner

- 4.1 The OWNER shall furnish forty-four (44) 24-ft long (1,056-linear feet) of materials for this project.
- 4.2 All remaining materials, utilities and equipment necessary for the completion of the work shall be the responsibility of the CONTRACTOR.

5.0 Surveying and Layout

- 5.1 The CONTRACTOR shall be responsible for all layout and surveying required for the completion of the work as shown on the project drawings.
- 5.2 All dimensions shown on the Contract Drawings, including distances, coordinates, elevations, and angles, shall be field verified by the CONTRACTOR prior to commencing with the applicable work.

C. PROJECT DRAWINGS

The Project Drawings and any reference drawings show the location and quantity of the work to be performed. The drawings are part of the Contract Documents and are attached as listed in Exhibit "L".