

**PORT OF BEAUMONT
BEAUMONT, TEXAS**

ADDENDUM NO. 2

FOR

PUZZLE SWITCH FABRICATION PROJECT

PREPARED BY:

**LANIER AND ASSOCIATES
CONSULTING ENGINEERS, INC.
595 ORLEANS ST. SUITE 600
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(409) 212-1051

L&A PROJECT NUMBER 10134-1

POB PROJECT NUMBER 00044

AUGUST 12, 2020

ADDENDUM NO. 2

Bids scheduled to be opened at 2:00 p.m. (CST) on Thursday, August 20, 2020.
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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.

CLARIFICATIONS TO GENERAL QUESTIONS

This section of Addendum No. 2 is to provide clarifications and to respond to questions raised by contractors and vendors regarding the Bid Documents and scope of work.

Question #1: Will POB accept or negotiate an exception to Section 12 of Part III General Contract that adds a limitation of Contractor's aggregate liability at the price of the Contract?

Answer: No, the Port will not accept or negotiate an exception to Section 12 of Part III of the General Contract.

Question #2: Will POB accept or negotiate an exception to Section 52.A of Part IV General Conditions that changes the warranty period to one (1) year from the delivery to POB with customary carveouts, such as standard wear and tear?

Answer: The warranty period can be shortened to one (1) year from delivery to the Port of Beaumont.

Question #3: Will POB accept or negotiate an exception to Section 52 of Part IV General Conditions that adds a subsection D. that is a general waiver of consequential, indirect, special, incidental, or punitive damages/liability for both parties?

Answer: Since the Port agrees to shorten the warranty period to one (1) year, we will not be willing to negotiate and add a subsection D to Section 52. Contractor's Warranty.

Question #4: Will POB accept or negotiate exceptions to Section 20 of Part IV General Conditions and Exhibit J regarding insurance that:

- a. Removes the requirement in Section 20.C of Part IV General Conditions that the Owner be named an additional insured on the property insurance coverage and replaces it with a requirement that the Owner be named as a loss payee to the extent that the Owner has a financial interest in the property covered?
- b. Removes the requirement in Section I.E of Exhibit J regarding Owners and Contractors Protective Liability coverage, as it is typically required on a large construction project and should not be applicable for the scope of providing material/product under this Bid?
- c. Removes the requirement in Section II.D of Exhibit J that Builder's All Risk Coverage will be required for this project, as it is typically required on a large construction project and should not be applicable for the scope of providing material/product under this Bid?
- d. Removes the provisions in Section II.E of Exhibit J that reserves the right of POB to require copies of each insurance policy and replaces those provisions to reserve the right of POB to have access to copies of policies if required by litigation?

- Answer:
- a. Yes, the Port can be named as a loss payee rather than an additional insured.
 - b. Section I. E of Exhibit J will not be removed. Since the delivery will be performed by your subcontractor, we feel that this policy should remain to cover any damages that occur during the delivery process.
 - c. Section II.D of Exhibit J will not be removed, since this project is only for the actual equipment that will be awaiting installation. That is why the Port wants Builder's Risk to cover the equipment until it is properly installed.
 - d. No, the Port will not remove. Only the Contractor's Certificate of Insurance will be mandatory to execute the contractor. Section II.E. only states that "The Port of Beaumont reserves the right to require the Contractor to submit a complete copy of each insurance policy" and not that the complete copy of the policy is required as part of the bid.

Question #5: Will POB accept or negotiate exceptions to pg 28 Item 13. Personal Attention of Contractor? Bid being material only and 2-3 days of unload, there will be no need for an office on site.

Answer: The “site of work” is considered to be the contractor’s fabrication facility, and not the Port of Beaumont. Therefore, the Port agrees that a portable office is not needed on Port property.

Question #6: Will POB accept or negotiate exceptions to General Conditions 17. Coordination with other contractors? Being material only, POB will be responsible for exactly where material should be unloaded and stored, and thus responsible for this coordination.

Answer: The Port will not accept or negotiate this clause, but the Port can help facilitate any coordination that might be needed. This would only be required if other contractors are in, or near, the planned storage area.

Question #7: Will POB accept or negotiate exceptions to General Conditions 26. Removal of equipment or materials? Material only bid, so no take up material or other material will be affected. We can agree to not touch or remove existing material, and can agree that all material shipped and accounted for on BOL/Packing List are unloaded and remain per POB representative inspection and sign off.

Answer: The Port will remove General Condition 26.

Question #8: Will POB accept or negotiate exceptions to General Conditions 30. Indebtedness and Liens? Bidder will self-perform all of the fabrication, only sub-contracting the unloading of this material. A SOV will be provided with the bid along with the planned schedule of manufacturing.

Answer: Yes, the Port proposes the following modified language to General Condition 30: The Contractor agrees to furnish the Owner, from time to time during the progress of the work as requested, verified statements showing the Contractor’s total outstanding indebtedness in connection with the work covered by the Contract. Before final payment is made, the Owner will require the Contractor to furnish an SOV and/or satisfactory proof that there are not outstanding debts or liens in connection with the Contract. If the Contractor provides a SOV at the time the Contract Documents are signed the Contractor will only have to provide confirmation that there is no outstanding indebtedness.

Question #9: Will POB accept or negotiate exceptions to General Conditions 36. Superintendence and Supervision? Not applicable for material only until unload. Sub-contractor for unload will have supervision onsite and has worked with POB in the past.

Answer: The sub-contractor's superintendent can be used as a viable alternative.

Question #10: Will POB accept or negotiate exceptions to General Conditions 47. Accounting and Records? Bidder will supply SOV with bid, and final invoiced pricing will not differ.

Answer: Yes, the Port proposes the following modified language to General Condition 47: Contractor shall provide SOV at the time the Contract Documents are signed with confirmation that the final invoiced price will not differ from the SOV provided at the time the Contract Documents are executed.

Question #11: Will POB accept or negotiate exceptions to General Conditions 53. Certs of Inspection and Warranties? Material will be approved by submittal before fabrication/production. Inspection is welcomed at bidder's plant during final layout/build, and inspection of final material delivered will be by POB representative. Warranty to be covered in separate section.

Answer: No, Port will not accept or negotiate an exception to General Condition 53.

END OF ADDENDUM NO. 2

Please sign below and email back a copy to Brandon Bergeron at the Port of Beaumont to verify you have received this Addendum. If you should have any questions please contact Chase McGuire at (409) 212-1051.

Email: bmb@pobtx.com

CONTRACTOR: _____

NAME: _____

DATE: _____