



**BROWNSVILLE NAVIGATION  
DISTRICT OF CAMERON  
COUNTY, TEXAS**

**Request for Bids  
For BND Cargo Dock  
NO. 3 – Phase II: Pile  
Procurement  
CPP-200524-60  
CJS-9400-00-016**

**Pre-Bid Date - Friday, August 2, 2024  
10:00 AM**

**Closing Date –Wednesday, August 14,  
2024 2:00 PM**

**Brownsville Navigation District • 1000 Foust Road • Brownsville, TX 78521  
(956) 831-4592 • (800) 378-5395 • Fax (956) 831-5006 • [portofbrownsville.com](http://portofbrownsville.com)**

# Timetable

1. These Specifications are to be released for action on or about Wednesday, July 24, 2024
2. A pre-Bid meeting will be held **Friday, August 2, 2024 @ 10:00 AM. CT. Join by Teams Virtual Meeting**  
[Join the meeting now](#)  
Meeting ID: 256 322 461 94  
Passcode: HhrEXZ
3. The last date for written questions to be received from applicants is **Wednesday, August 7, 2024 @ 3:00 PM. CT.**
4. Response to written questions will be **posted Friday, August 9, 2024 @ 5:00 PM. CST.**
5. Bids must be received by the District's *Procurement and Contracts Supervisor*, by **Wednesday, August 14, 2024 @ 2:00 PM. CT @**  
[www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville)  
Applicants are cordially invited to the Bid opening via telephone/video call (attendance is optional).  
**Join by Teams Virtual Meeting**  
[Join the meeting now](#)  
Meeting ID: 255 121 266 094  
Passcode: icVN4a
6. Applicants are cordially invited to the Bid opening but are not required to attend.
7. It is anticipated that the award of the bid will be made at a meeting of the District's Board of Commissioners to be held at Wednesday, August 21, 2024  
Proposers are welcome to attend this meeting, but attendance is not required.
8. It is anticipated that the successful Applicant(s) will be notified on or about Thursday, August 22, 2024

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## NOTICE

Notice is hereby given that bids will be received by the Brownsville Navigation District ("BND") of Cameron County, Texas for the **"BND CARGO DOCK NO. 3 – PHASE II: PILE PROCUREMENT"** project at the Port of Brownsville, Cameron County, Texas.

Bids must be delivered in a sealed envelope labeled with the project name to BND at 1000 Foust Road, Brownsville, Texas 78521 no later than **2:00 P.M.** on **Wednesday, August 14, 2024**, addressed to Mr. Miguel Barajas, BND Procurement and Contract Supervisor. Bids will be calculated on a Unit Price basis and must comply with the requirements set out in the **Bid Document**, which may be obtained from Mr. Manuel Martinez, Manager of Engineering Services at [mmartinez@portofbrownsville.com](mailto:mmartinez@portofbrownsville.com) at (956) 831-4592, or at [www.portofbrownsville.com](http://www.portofbrownsville.com). Bid security in the amount of 5% of the highest bid amount is required as specified in the **Bid Document**.

The BND Board of Commissioners **HEREBY RESERVES THE RIGHT** to reject any and all bids, and to select the bid deemed most advantageous to the BND.

**All Bids must be submitted to Bidnet Direct @ [www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville) OR sealed and delivered to the Brownsville Navigation District, Procurement and Contract Supervisor, 1000 Foust Road, Brownsville, Texas, on or before Wednesday, August 14, 2024 @ 2:00 PM. If not submitted via Bidnet @ [www.bidnetdirect.com//portofbrownsville](http://www.bidnetdirect.com//portofbrownsville), submittals must be clearly marked on the outside of the envelope:**

### **Bid for BND Cargo Dock NO. 3 – Phase II: Pile Procurement CPP-200524-60**

Bids must comply with the requirements set out in the "Request for Bids" which may be obtained from the Port of Brownsville website and Bidnet Direct.

**No Bid will be accepted via fax or email.**

## **SECTION I**

### **GENERAL INFORMATION AND INSTRUCTIONS**

#### **General**

The Brownsville Navigation District d/b/a The Port of Brownsville (hereinafter referred to as the “District”) is soliciting Proposals for BND Cargo Dock NO. 3 – Phase II: Pile Procurement.

1. Each Applicant will read these Specifications with care, since failure to meet each condition or a combination of specified conditions may invalidate the Proposal. **Any exceptions to terms requested herein must be clearly noted in writing and be included as a part of the submitted Bid.**
2. **No telephone, fax or e-mail Bids will be accepted.** The District will not be responsible for missing, lost or late mail. Any Bids received after the date and time set for the deadline for receipt of Bids will be returned to the Applicant unopened.
3. The RFB information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing thru Bidnet Direct Q&A if before the deadline for written questions. If after deadline additional questions may be submitted by email to: [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) Any questions received after written questions deadline, may or may not be addressed in an additional addendum.
4. The District reserves the right to purchase more or less than what's indicated on the solicitation, and the District reserves the right to not purchase anything under this solicitation.

#### **Reservation of Rights**

The District expressly reserves the right to:

- Accept one or more Bid(s).
- Reject any and all Bids received, or portion thereof.
- Cancel the entire RFB.
- Issue a subsequent RFB.
- Remedy technical errors in the RFB process.
- Waive informalities and irregularities.
- Contact any Bidder for clarification after the Bids are opened.
- Accept any Bid in whole or part, whether there are negotiations subsequent to its receipt. If subsequent negotiations take place, they shall not constitute a rejection or an alternate RFB.

### **Preparation of Bid**

The Bidder shall prepare their bid on the attached bid forms with attachments as necessary to fulfill the specifications contained herein.

### **Public Information Act**

The Brownsville Navigation District is a political subdivision of the State of Texas subject to the requirements of the Public Information Act, and therefore, any information submitted in response to the invitation for bids (or request for proposals, etc.) may be considered public information unless it is made confidential or is exempt from disclosure under Texas law.

### **Submission of Bid**

**Bids shall be submitted via Bidnet Direct, or 2 copies one (1) physical and one (1) Digital (USB) of the Bid shall be submitted in a sealed envelope.** Each envelope or package must be addressed as follows:

**Brownsville Navigation District  
Procurement and Contract Supervisor  
1000 Foust Road  
Brownsville, Texas 78521**

On the front of each envelope shall be written the following words:

**BND Cargo Dock NO. 3 – Phase II: Pile Procurement  
CPP-200524-60**

Submittals by the Bidders in response to this RFB shall become the property of the District. The District shall not be responsible for the Respondent's costs associated with submitting of a response.

### **Authorized Signature**

All Bids must be signed by persons who have legal authority to bind the Bidder to items and prices that are reflected in the bid.

### **Withdrawal of Bid**

Bidders may withdraw their bids at any time up to the time specified as the closing time for acceptance of bids. However, no Bidder shall withdraw or cancel their bid for a period up to Ninety **(90)** days after said closing date for acceptance of bids. The successful low Bidder shall not withdraw or cancel or modify their bid, except at the request of the District, after having been notified that said bid has been accepted by the District.

### **Interpretation of Specifications**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of these Specifications, they may

submit via Bidnet direct Q&A or to **Miguel Barajas, Procurement and Contract Supervisor** @ [purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com) a written request for interpretation thereof. Requests for interpretation must be received by Wednesday, August 7, 2024 @ 3:00 PM CST. Proposers shall not seek to influence any District Board members or District staff, directly or indirectly through others, as such contact may result in disqualification.

### **Addendums to Request for Bids**

If it becomes necessary to revise any part of this RFB, a written addendum will be posted on Bidnet Direct and the Port of Brownsville web site, under "Business with the Port/Procurement". **It will be the responsibility of each Bidder to verify that they have received all addendums.** Bidders must acknowledge on the Bidder's Acknowledgement Form (**Attachment A**) the receipt of all addendums in order for their Bid to be considered. The District is not bound by any oral representations, clarifications, or changes made in the written specifications by the District's employees.

### **Criteria Used in Evaluating Bids**

1. Bids will be carefully evaluated for cost effectiveness and for compliance with the requirements contained in the Specifications.
2. In purchasing any real property or personal property not affixed to real property, the District reserves the right to award to a vendor whose principal place of business is in the boundaries of the Brownsville Navigation District and whose bid price is within 3% of the lowest bid price received from a bidder who is not located within the boundaries of the Brownsville Navigation District, provided that the local bidder offers the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of Brownsville Navigation District and increased tax revenues to the Brownsville Navigation District. for purchases of real property or personal property that is not affixed to real property.

### **Compliance with Laws**

All Bidders involved shall observe and comply with all regulations, laws, ordinances, etc., of local, state, and federal governments as they apply to this bidding process.

### **Texas Ethics Commission Form 1295 Disclosures**

Companies doing business with the Brownsville Navigation District, a governmental entity, are required to file a "Disclosure of Interested Parties Form" (Form 1295). The successful Applicant will be required to file a Form 1295 prior to the Board approving the award of the bid. Further information regarding this form may be found on the Texas Ethics website, and instructions will be provided.

### **Texas Government Code Chapter 2270 Prohibition on Boycotting Israel**

Companies doing business with the Brownsville Navigation District, a governmental entity, are prohibited from boycotting Israel during the term of the purchase agreement resulting from this bidding process. Applicants will be required to provide a written verification that they do not boycott Israel and that they will not boycott Israel during the term of the agreement.

### **Award of the Bid**

Award of the bid shall be based on the lowest base Bid, subject to the 3% Local Preference Option, if applicable.

### **Bid Security**

Each bid must be accompanied by certified or cashier's check, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the BIDDER as principal and having as surety therein a surety company approved by the OWNER, authorized to do business in the State of Texas in the amount of not less than five (5%) percent of the bid. Such checks or bid bonds will be returned to all except the three lowest BIDDERS within fifteen (15) days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contract or if no award has been made, within thirty (30) days after the date of the opening of bids. The bid security will be returned upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid

### **Disclosure of Sub-contractors**

The Bidder shall disclose and provide contact information for the anticipated use of any sub-contractor. The Bid submitted to the District shall identify each sub-contractor and the specific elements and items for which each will be responsible. Following the award of the RFB no additional subcontracting will be allowed without the prior written consent of the District.

### **Determination of Compliance with Specifications**

The Procurement and Contracts Supervisor or his designee will be responsible for assuring that the delivered product/service complies



with the successful applicants proposal and will make the final determination of compliance. This examination will take place on the date of delivery or within a reasonable time thereafter. If it is rejected for failure to comply with the Specifications, it shall be the responsibility of the applicant to remove it from the District's premises at their expense.

**Delivery**

The successful Bidder will be expected to deliver the requested goods/services within the specified delivery period, if any.

**Confidentiality**

Bidders shall certify that any confidential information obtained from the District shall not be made available, reproduced, sold, distributed or otherwise published or disseminated to any person or entity, except as is necessary for the Bidder to provide the equipment required by the RFB. The Bidder must also agree to notify the District of any instances that the confidentiality of any information to which it has been given access has been breached.

**Terms of Payment**

Funds will be paid until completion, acceptance and fulfillment of the purchase obligation to the District.

The District refers to the payment terms of the *Texas Prompt Payment Act* as Net 30: Payment of the net (full) amount will be made within 30 days of receipt of the invoice or receipt of material or service, whichever is later.

Billing address for invoices under this RFB is:

**Brownsville Navigation District**

***Finance Department***

**1000 Foust Road**

**Brownsville, TX 78521**

**Electronic invoicing may be submitted to  
[vendor@portofbrownsville.com](mailto:vendor@portofbrownsville.com)**

## **Insurance Requirements**

- (a) The Consultant shall furnish proof of insurance requirements as indicated below and as required under the Contract Documents. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the Brownsville Navigation District, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the Port as "additional insured" shall be at the Consultant's expense.
- (b) The Port shall be given notice 30 days prior to cancellation or modification of any required insurance. The certificate of insurance provided to the Port shall be endorsed or amended to comply with this notice requirement. Such notification will be in writing by registered mail, return receipt requested and addressed to the Port, care of the Port Director and CEO.
- (c) The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the Port. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.
- (d) The Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this section shall be given to the Port of Brownsville at the following address: Port of Brownsville Attn: Administrative Services Department 1000 Foust Road Brownsville, TX 78521

The successful Vendor shall not commence work under this agreement until all of the insurance required has been obtained and certificates of insurance are on file and approved by the Brownsville Navigation District. Approval of the insurance by the Brownsville Navigation District shall not relieve or decrease the liability of the successful Vendor.

The successful Vendor shall provide and maintain for the duration of this agreement, the following minimum coverage:

Type of Coverage	Limit of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Comprehensive General Liability	
-Bodily Injury	\$1,000,000/occurrence
-Property Damage	\$1,000,000/occurrence
Comprehensive Automotive Liability	
Coverage to include:	
-All owned vehicles	\$1,000,000/occurrence
-All non-owned vehicles	\$1,000,000/occurrence
-All hired vehicles	\$1,000,000/occurrence

***All policies must be endorsed with a Waiver of Subrogation in favor of the Brownsville Navigation District d/b/a Port of Brownsville.***

All insurance shall be at the sole cost and expense of the successful Vendor. All the liability coverages cited shall name the Brownsville Navigation District as an additional insured as its interest may appear. The policy or policies shall contain a clause that the insurer will not cancel or change the policy or policies without first giving the District thirty (30) days prior written notice.

## SECTION II SPECIFICATIONS

### BND CARGO DOCK NO. 3 – PHASE II: PILE PROCUREMENT

BIDDER Agrees to furnish all materials described in the Contract Documents  
for the following Unit Prices (which include any and all applicable taxes and fees)  
: See **Exhibit A** for Specifications

Wednesday, August 14, 2024

ITEM	D E S C R I P T I O N	EST QTY	UNIT COST	AMOUNT
1	TRANSPORTATION OF PIPE PILES FROM MANUFACTURER TO A COATING FACILITY	1 LS		
2	STORAGE AT COATING FACILITY WAREHOUSE	2 MO		
3	36" DIAMETER X 0.75" WALL THK. STEEL PIPE PILES – 135 FT LONG (SPP1)	64 EA		
4	36" DIAMETER X 0.75" WALL THK. STEEL PIPE PILES – 145 FT LONG (SPP2)	11 EA		
5	36" DIAMETER X 0.75" WALL THK. STEEL PIPE PILES – 125 FT LONG (SPP3)	68 EA		
6	36" DIAMETER X 0.75" WALL THK. STEEL PIPE PILES – 115 FT LONG (SPP4)	64 EA		
7	36" DIAMETER MOORING PILE - 0.75" WALL THK. – 115 FT LONG (SPP5)	12 EA		
8	24" DIAMETER X 0.5" WALL THK. STEEL PIPE PILES – 80 FT LONG (SPP6)	263 EA		
9	24" DIAMETER X 0.5" WALL THK. STEEL PIPE PILES – 90 FT LONG (SPP7)	13 EA		
TOTAL BASE BID:				

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# Special Provision to Item 000

## Small Business Enterprise in State Funded Projects



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### 1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts. If the SBE goal is greater than zero, Article A of this Special Provision shall apply to this Contract; otherwise, Article B of this Special Provision applies. The percentage goal for SBE participation in the work to be performed under this contract will be shown in the proposal.

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### 2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Texas Department of Transportation whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

#### 2.1. Article A - SBE Goal is Greater than Zero.

2.1.1. **Policy.** The Owner is committed to providing contracting opportunities for small businesses. In this regard, it is the Owner's policy to develop and maintain a program in order to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Owner's Small Business Enterprise Program apply to this contract as follows:

2.1.1.1. The Contractor shall make a good faith effort to meet the SBE goal for this contract.

2.1.1.2. The Contractor and any Subcontractors shall not discriminate on the basis of race, color, national origin, age, disability or sex in the award and performance of this contract. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.

2.1.1.3. After a conditional award is made to the low bidder, the Owner will determine the adequacy of a Contractor's efforts to meet the contract goal, as is outlined under Section 2, "Contractor's Responsibilities." If the requirements of Section 2 are met, the contract will be forwarded to the Contractor for execution.

The Contractor's performance, during the construction period of the contract in meeting the SBE goal, will be monitored by the Owner.

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. A SBE Contractor may satisfy the SBE requirements by performing at least 25% of the contract work with its own organization as defined elsewhere in the contract.

2.1.2.1. The Contractor shall submit a completed SBE Commitment Agreement Form for each SBE they intend to use to satisfy the SBE goal to the Owner so as to arrive not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

2.1.2.2. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to meet the SBE goal. The Owner will consider as good faith efforts all documented explanations that are submitted and that describe a Contractor's failure to meet a SBE goal or obtain SBE participation, including:

- 2.1.2.2.1. Advertising in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities,
- 2.1.2.2.2. Dividing the contract work into reasonable portions in accordance with standard industry practices,
- 2.1.2.2.3. Documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- 2.1.2.2.4. Providing qualified SBEs with adequate information about bonding, insurance, plans, specifications, scope of work, and the requirements of the contract,
- 2.1.2.2.5. Negotiating in good faith with qualified SBEs, not rejecting qualified SBEs who are also the lowest responsive bidder, and;
- 2.1.2.2.6. Using the services of available minorities and women, community organizations, contractor groups, local, state and federal business assistance offices, and other organizations that provide support services to SBEs.
- 2.1.2.3. The good faith effort documentation is due to the Owner at the time specified in 2.1.2.1. of this Special Provision. The Owner will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Owner.
- 2.1.2.4. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the SBE goal and/or demonstrate to the Owner's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid shall become the property of the Owner, not as a penalty, but as liquidated damages to the Owner.
- 2.1.2.5. The Contractor must not terminate a SBE subcontractor submitted on a commitment agreement for a contract with an assigned goal without the prior written consent of the Owner.
- 2.1.2.6. The Contractor shall designate a SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.
- 2.1.2.7. The Contractor must inform the Owner of the representative's name, title and telephone number within 10 days of beginning work.
- 2.1.3. **Eligibility of SBEs.**
- 2.1.3.1. The Texas Department of Transportation certifies the eligibility of SBEs.
- 2.1.3.2. The Owner will make available to interested parties a directory of certified SBEs.
- 2.1.3.3. Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor required under Section 2.(a) above.
- 2.1.3.4. Certified HUBs and DBEs are eligible as SBEs.
- 2.1.3.5. Small Business Size Regulations and Eligibility is referenced on e-CFR (Code of Federal Regulations), Title 13 – Business Credit and Assistance, Chapter 1 – Small Business Administration, Part 121 – Small Business Size Regulations, Subpart A – Size Eligibility Provisions and Standards.
- 2.1.4. **Determination of SBE Participation.** SBE participation shall be counted toward meeting the SBE goal in this contract in accordance with the following:
  - 2.1.4.1. A Contractor will receive credit for all payments actually made to a SBE for work performed and costs incurred in accordance with the contract, including all subcontracted work.

- 2.1.4.2. A SBE Contractor or subcontractor may not subcontract more than 75% of a contract. The SBE shall perform not less than 25% of the value of the contract work with its own organization.
- 2.1.4.3. A SBE may lease equipment consistent with standard industry practice. A SBE may lease equipment from the prime contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Owner prior to the SBE starting the work in accordance with the following:
- 2.1.4.3.1. If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment shall be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the job site.
- 2.1.4.3.2. For equipment that is not specialized, the SBE shall provide the operator and be responsible for all payroll and labor compliance requirements.
- 2.1.5. **Records and Reports.**
- 2.1.5.1. The Contractor shall submit monthly reports, after work begins, on SBE payments, (including payments to HUBs and DBEs). The monthly reports are to be sent to the Owner. These reports will be due within 15 days after the end of a calendar month.
- These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for monthly reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Owner. These forms may be obtained from the Owner and reproduced as necessary. The Owner may verify the amounts being reported as paid to SBEs by requesting, on a random basis, copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 2.(b) of this Special Provision, must be submitted with the Final Report.
- 2.1.5.2. SBE subcontractors and/or suppliers should be identified on the monthly report by SBE certification number, name and the amount of actual payment made to each during the monthly period. **These reports are required regardless of whether or not SBE activity has occurred in the monthly reporting period.**
- 2.1.5.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Owner.
- 2.1.6. **Compliance of Contractor.** To ensure that SBE requirements of this contract are complied with, the Owner will monitor the Contractor's efforts to involve SBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating his progress in achieving the SBE contract goal and by compliance reviews conducted by the Owner.
- A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Owner reserves the right to employ remedies as the Owner deems appropriate in the terms of the contract.
- 2.2. **Article B - No SBE Goal.**
- 2.2.1. **Policy.** It is the policy of the Owner that SBEs shall have an opportunity to participate in the performance of contracts. Consequently, the requirements of the Owner's Small Business Enterprise Program apply to this contract as specified in Section 2-5 of this Article.
- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.
- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex in the award and performance of contracts. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.

2.2.4. **Records and Reports.**

- 2.2.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Owner. These reports will be due annually by the 31<sup>st</sup> of August or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Owner. These forms may be obtained from the Owner and reproduced as necessary. The Owner may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.

- 2.2.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.

- 2.2.4.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Owner.

## **SECTION III Bid FORMS**



**Attachments to this RFB that are required:**

1. Respondent's Acknowledgement Form
2. Vendor Registration and Conflict of Interest Questionnaire
3. Government Code Chapter 2270 and 2252 Disclosure Statement
4. Statement of Non-Collusion
5. Certificate of Interested Parties form 1295
6. Bid Bond
7. Proof of Insurance

***The following required forms can also be found at  
[www.portofbrownsville.com](http://www.portofbrownsville.com) – Business With the Port / Vendor  
Information***

- Vendor Registration Form
- Conflict of Interest Questionnaire

**BROWNSVILLE NAVIGATION DISTRICT**  
**Respondent's Acknowledgment Form**

Having carefully examined the information, notices and specifications and conditions contained in this package, the undersigned Applicant's agent or representative hereby proposes and agrees to comply with these Specifications at the prices quoted. The Applicant affirms that, to the best of their knowledge, the submitted Proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Applicants in the award of this RFP.

Addendums received:

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Vendor:
Address:
City, State, Zip Code:
Signature of Applicant:
Title with Company:



To Vendors Doing Business with Brownsville Navigation District:

The Texas legislature passed two pieces of legislation that affect the relationship between the Brownsville Navigation District and its vendors. The Board of Commissioners of the Brownsville Navigation District has incorporated these new requirements into the *Code of Ethics* already in place for the District.

The District will now require that any vendor seeking to do business with the Brownsville Navigation District must file certain documents on an annual basis in order to be able to be awarded a purchase contract or a purchase order for goods or services. These forms are:

1. Vendor Registration Form
2. Conflict of Interest Questionnaire

These forms must be re-filed on an annual basis. Copies of the required forms and a full copy of the *Code of Ethics* are available on the District's website at

[www.portofbrownsville.com](http://www.portofbrownsville.com)

Conflict of Interest Questionnaires can be found at the Texas Ethics Commission web site at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Conflict of Interest Questionnaires must be filed in regard to the Brownsville Navigation District "local government officers" which include the Navigation District Commissioners, the Port Director and CEO and the Deputy Port Directors. A listing of these persons is enclosed. Completed forms are to be filed with my office.

Please do not hesitate to contact me should you have any questions regarding these forms.

Sincerely yours,

*M A Barajas*

Miguel Barajas

Procurement and Contract Supervisor

(956) 838-7043 Fax (956) 831-5106

[purchasing@portofbrownsville.com](mailto:purchasing@portofbrownsville.com)

Brownsville Navigation District  
1000 Foust Road/ Brownsville, Texas 78521 / (956) 831 -4592 / (800) 378-5395 / Fax (956) 831-5106  
[www.portofbrownsville.com](http://www.portofbrownsville.com)

## **Brownsville Navigation District Vendor Registration Form**

*Please complete this form to give the District your contact information for use during an RFP/RFB process or to open or update a vendor account*

Date:	Name of Person Providing Information:
If you are currently participating in an RFP process for the District, please indicate the RFP title:	
If you are interested in receiving a notice when an RFP is available, please indicate your areas of interest:	
<input type="checkbox"/> Construction Contracts	<input type="checkbox"/> Security Services
<input type="checkbox"/> Property/Liability Insurance	<input type="checkbox"/> Bank Depository
<input type="checkbox"/> Group Insurance	Other:
<input type="checkbox"/> Salvage Offerings	
<input type="checkbox"/> Uniform Service	

Vendor Name	Web Site
Contact Person:	Fax Number:
Phone Number:	eMail Address:
Mailing Address:	Physical Address:

Form of Business <i>(Individual/Sole Proprietor/Partnership/Corporation/Other)</i>	Taxpayer Identification Number:
---	---------------------------------

Please return this form by fax to (956) 831-5106 or by email to [vendor@portofbrownsville.com](mailto:vendor@portofbrownsville.com)

\_\_\_\_\_  
Signature of Person Providing Information

This vendor is not a Listed Company as per: Section 2252 of the Texas Government Code *Federal Debarred List - SAM.gov	_____ Signature of Purchasing Auditor
--	--

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## FORM 1295

**OFFICE USE ONLY**

Revised 12/22/2017

# Bid Bond

---

## BND Cargo Dock No. 3 – Phase II: Pile Procurement

STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CAMERON   §

THAT WE, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the BROWNSVILLE NAVIGATION DISTRICT, TEXAS, as OWNER in the penal sum of

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of the project known as:

### “BND Cargo Dock No. 3 – Phase II: Pile Procurement

” NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish payment and performance bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall furnish insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penalty amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be assigned by their proper officers, the day and year first set forth above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_



**Texas Government Code Sections**  
**2270.002 and 2252.152**  
**Disclosure Statement**

The undersigned business entity hereby represents and warrants that the following statements are true and correct:

- (a) Pursuant to Section 2270.002, Texas Government Code, we hereby represent that we do not boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, we agree not to boycott Israel during the term of this purchase agreement.
- (b) We hereby acknowledge that (a) we do not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) we are not listed by the Texas Comptroller as described in Section 2252.152, Texas Government Code.

Company Name
Authorized Signature
Print Name and Position with the Company
Date

**Brownsville Navigation District**  
**Statement of Non-Collusion**

The undersigned hereby certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Applicant or Port employee, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Applicant: \_\_\_\_\_  
(Print Name)

Applicant: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Signature of Company  
Officer Authorizing this  
Proposal: \_\_\_\_\_

Company  
Officer: \_\_\_\_\_  
(Print Name)

Officer's  
Title: \_\_\_\_\_

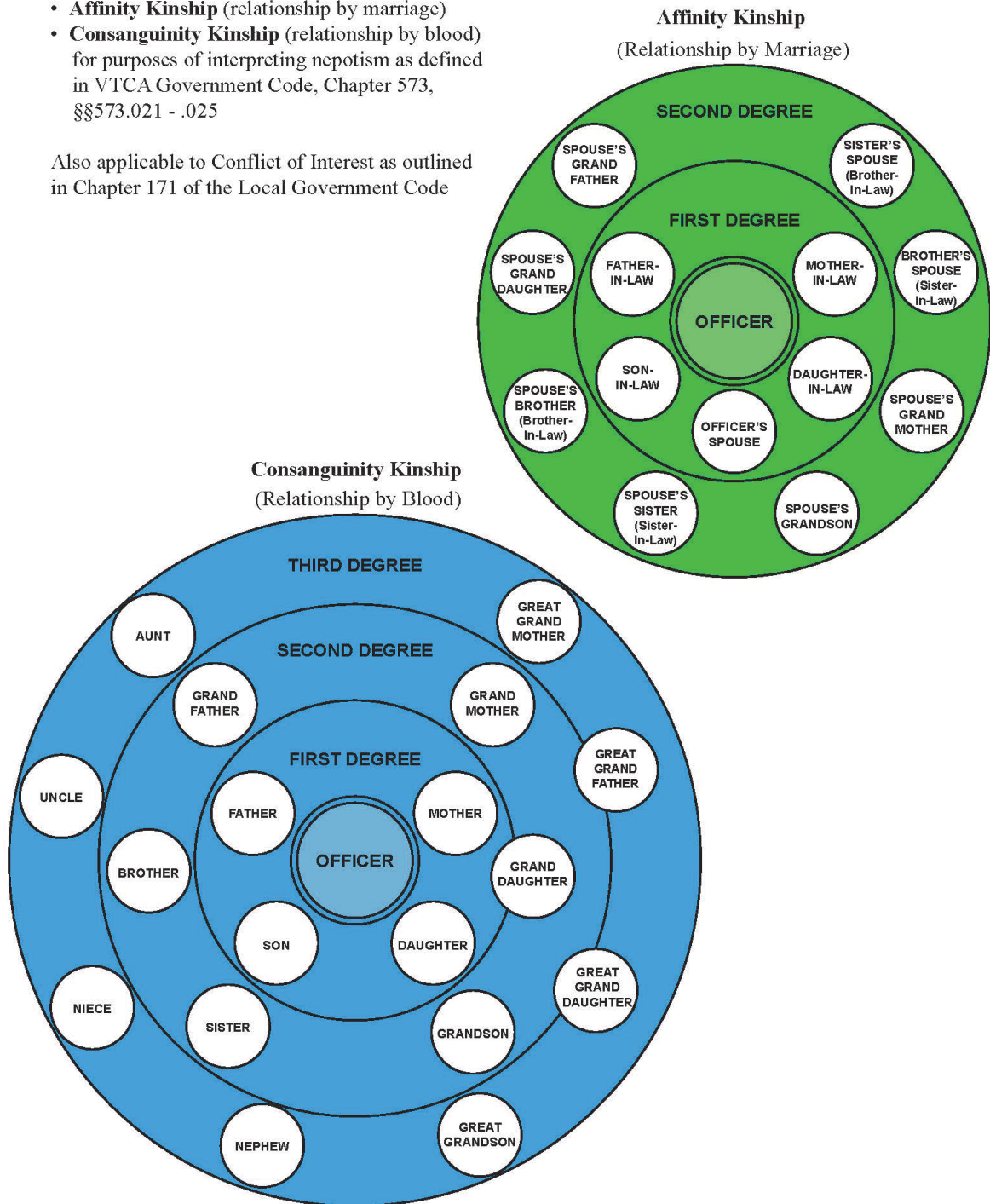
Note: This form must be filled out and submitted with  
the sealed proposal.

## Nepotism Chart

The chart below shows:

- **Affinity Kinship** (relationship by marriage)
  - **Consanguinity Kinship** (relationship by blood)
- for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

Also applicable to Conflict of Interest as outlined in Chapter 171 of the Local Government Code





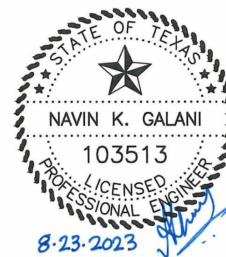
# Pile Procurement Specifications

## Brownsville Navigation District

### Cargo Dock No. 3 Phase II

HDR Project No. 10320226

*Port of Brownsville, Brownsville, Texas*  
August 23, 2023



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**DIVISION 09 - FINISHES**

09 97 02.01 COATING OF STEEL PILES

**DIVISION 31 - EARTHWORK**

31 62 16.13 STEEL PIPE PILES

-- End of Project Table of Contents --

## SECTION 01 33 00

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 SUMMARY

## 1.1.1 Submittal Information

The Owner may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings and as specified in respective specification sections.

Contractor is to check and approve all items before submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

## 1.1.2 Submission of Submittals

Schedule and provide submittals requiring Owner approval before acquiring the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

## 1.2 DEFINITIONS

## 1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:

## SD-01 Preconstruction Submittals

Submittals that are required prior to start of construction (work), issuance of contract notice to proceed by Owner, or commencing work on site.

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates Of Insurance

Surety Bonds

List Of Proposed Subcontractors

List Of Proposed Products

Project Network Analysis Schedule (NAS)

Submittal Register

Schedule Of Prices

Health & Safety Plan

Work Plan

Quality Control (QC) plan

Environmental Protection Plan

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements.

Report that includes findings of a test required to be performed on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report that includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily logs and checklists

Final acceptance test and operational test procedure

#### SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits

Text of posted operating instructions

#### SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (SDS) concerning impedances, hazards and safety precautions.

#### 1.2.2 Approving Authority

Office or designated person authorized to approve the submittal.

#### 1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction. In exception, excludes work to produce SD-01 submittals.

#### 1.3 SUBMITTALS

Submit the following in accordance with this section:

SD-01 Preconstruction Submittals

Submittal Register

#### 1.4 SUBMITTAL CLASSIFICATION

#### 1.5 PREPARATION

##### 1.5.1 Transmittal Form

Transmit each submittal using the transmittal form prescribed by the Owner. Include all information prescribed by the transmittal form and required in paragraph IDENTIFYING SUBMITTALS. Use the submittal transmittal forms to record actions regarding samples.

##### 1.5.2 Identifying Submittals

The Contractor must prepare, review and stamp submittals, including those



provided by a subcontractor, before submittal to the Owner.

Identify submittals with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location
- b. Construction contract number
- c. Dates of the drawings and revisions
- d. Name, address, and telephone number of Subcontractor, supplier, manufacturer, and any other Subcontractor associated with the submittal.
- e. Section number of the specification by which submittal is required
- f. Submittal description (SD) number of each component of submittal
- g. For a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission
- h. Product identification and location in project.

#### 1.5.3 Submittal Format

##### 1.5.3.1 Format of SD-01 Preconstruction Submittals

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

##### 1.5.3.2 Format for SD-02 Shop Drawings

Provide shop drawings not less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full-size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless another form is required. Ensure drawings are suitable for reproduction and of a quality to produce clear, distinct lines and letters, with dark lines on a white background.

Dimension drawings, except diagrams and schematic drawings. Prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

Submit an electronic copy of drawings in PDF format in sets.

##### 1.5.3.2.1 Drawing Identification

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.

Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location next to the title block. Place the

Owner contract number in the margin, immediately below the title block, for each drawing.

#### 1.5.3.3 Format of SD-03 Product Data

Present product data submittals for each section as a complete, bound volume. Include a table of contents, listing the page and catalog item numbers for product data.

Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

##### 1.5.3.3.1 Product Information

Supplement product data with material prepared for the project to satisfy the submittal requirements where product data does not exist. Identify this material as developed specifically for the project, with information and format as required for submission of SD-07 Certificates.

Provide product data in units used in the Contract documents. Where product data are included in preprinted catalogs with another unit, submit the dimensions in contract document units, on a separate sheet.

##### 1.5.3.3.2 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

##### 1.5.3.3.3 Data Submission

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal that is marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of the construction effort.

Submit the manufacturer's instructions before installation.

#### 1.5.3.4 Format of SD-04 Samples

##### 1.5.3.4.1 Sample Characteristics

Furnish samples in the following sizes, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

- a. Sample of Equipment or Device: Full size.

- b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
- c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
- d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
- e. Sample Volume of Nonsolid Materials: Pint. Examples of nonsolid materials are sand and paint.
- f. Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.
- g. Sample Panel: 4 by 4 feet.
- h. Sample Installation: 100 square feet.

#### 1.5.3.4.2 Sample Incorporation

Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at the time of use.

Recording of Sample Installation: Note and preserve the notation of any area constituting a sample installation, but remove the notation at the final clean-up of the project.

#### 1.5.3.4.3 Comparison Sample

Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

When color, texture, or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

#### 1.5.3.5 Format of SD-05 Design Data

Provide design data and certificates on 8 1/2 by 11 inch paper. Provide a bound volume for submittals containing numerous pages.

#### 1.5.3.6 Format of SD-06 Test Reports

Provide reports on 8 1/2 by 11 inch paper in a complete bound volume.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

#### 1.5.3.7 Format of SD-07 Certificates

Provide design data and certificates on 8 1/2 by 11 inch paper. Provide a bound volume for submittals containing numerous pages.

#### 1.5.3.8 Format of SD-08 Manufacturer's Instructions

Present manufacturer's instructions submittals for each section as a complete, bound volume. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry, and technical-society publication references. If supplemental information is needed to clarify the manufacturer's data, submit it as specified for SD-07 Certificates.

Submit the manufacturer's instructions before installation.

##### 1.5.3.8.1 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Owner. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

#### 1.5.3.9 Format of SD-09 Manufacturer's Field Reports

Provide reports on 8 1/2 by 11 inch paper in a complete bound volume.

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

#### 1.5.3.10 Format of SD-11 Closeout Submittals

When the submittal includes a document that is to be used in the project or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

#### 1.5.4 Source Drawings for Shop Drawings

##### 1.5.4.1 Source Drawings

The entire set of source drawing files (DWG) will not be provided to the Contractor. Request the specific Drawing Number for the preparation of shop drawings. Only those drawings requested to prepare shop drawings will be provided. These drawings are provided only after award.

##### 1.5.4.2 Terms and Conditions

Data contained on these electronic files must not be used for any purpose

other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Owner. The Contractor must make no claim, and waives to the fullest extent permitted by law any claim or cause of action of any nature against the Owner, Engineer, or any of Owner's subconsultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Owner harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic source drawing files are not construction documents. Differences may exist between the source drawing files and the corresponding construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic source drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. The Contractor is responsible for determining if any conflict exists. In the event that a conflict arises between the signed and sealed construction documents and the furnished source drawing files, the signed and sealed construction documents govern. Use of these source drawing files does not relieve the Contractor of the duty to fully comply with the contract documents, including and without limitation the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indication of ownership (seals, logos, signatures, initials and dates).

#### 1.5.5 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. Compile the submittal file as a single, complete document, to include the Transmittal Form described herein. Name the electronic submittal file specifically according to its contents, and coordinate the file naming convention with the Owner. Electronic files must be of sufficient quality that all information is legible. Use PDF as the electronic format. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature or a scan of a signature.

#### 1.6 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Response from the Owner is not required on information only submittals. The Owner reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications.

#### 1.7 PROJECT SUBMITTAL REGISTER AND DATABASE

Prepare and maintain submittal register, as the work progresses. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. Contractor is responsible to ensure all submittal identified in each specification section are accounted for in the submittal register for

the project.

The Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Owner.

The Contractor is required to complete the submittal register and submit it to the Owner for review within 30 calendar days after Notice to Proceed. The approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period. Coordinate the submit dates and need dates with dates in the Contractor prepared progress schedule. Submit monthly or until all submittals have been satisfactorily completed, updates to the submittal register showing the Contractor action codes and actual dates with Owner action codes. Revise the submittal register when the progress schedule is revised and submit both for review by Owner.

#### 1.7.1 Action Codes

Entries for columns (j) and (o) are to be used as follows (others may be prescribed by the Transmittal Form):

"A" - "NO EXCEPTION TAKEN"

"B" - "MAKE CORRECTIONS NOTED"

"C" - "REVISE AND RESUBMIT"

"D" - "REJECTED"

"E" - "NO ACTION REQUIRED BY OWNER"

#### 1.7.2 Delivery of Copies

Submit an updated electronic copy of the submittal register to the Owner with each invoice request. Provide an updated Submittal Register monthly regardless of whether an invoice is submitted.

### 1.8 VARIATIONS

Variations from contract requirements require Owner approval.

#### 1.8.1 Considering Variations

Discussion of variations with the Owner before submission will help ensure that functional and quality requirements are met and minimize rejections and resubmittals. For variations that include design changes or some material or product substitutions, the Owner may require an evaluation and analysis by a licensed professional engineer hired by the contractor.

Specifically point out variations from contract requirements in a transmittal letter. Failure to point out variations may cause the Owner to require rejection and removal of such work at no additional cost to the Owner.

#### 1.8.2 Proposing Variations

When proposing variation, deliver a submittal, clearly marked as a "VARIATION" to the Owner, with documentation illustrating the nature and

features of the variation including any necessary technical submittals and why the variation is desirable and beneficial to Owner. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Specifically point out variations from contract requirements in a transmittal letter. Failure to point out variations may cause the Owner to require rejection and removal of such work at no additional cost to the Owner.

#### 1.8.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

#### 1.8.4 Review Schedule Extension

In addition to the normal submittal review period, a period of 14 calendar working days will be allowed for the Owner to consider submittals with variations.

### 1.9 SCHEDULING

Schedule and submit concurrently product data and shop drawings covering component items forming a system or items that are interrelated. Submit pertinent certifications at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. The Contractor is responsible for additional time required for Owner reviews resulting from required resubmittals. The review period for each resubmittal is the same as for the initial submittal.
- b. Submittals required by the contract documents are listed on the submittal register. If a submittal is listed in the submittal register but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Review by the Owner does not relieve the Contractor of supplying submittals required by the contract documents but that have been omitted from the register or marked "N/A."
- c. Resubmit the submittal register and annotate it monthly with actual submission and review dates. When all items on the register have been fully reviewed, no further resubmittal is required.

Owner review will be completed within 14 calendar working days after the date of submission.

#### 1.9.1 Reviewing, Certifying, and Approving Authority

The Contractor is responsible for checking and reviewing and certifying that submittals are in compliance with contract requirements.

### 1.9.2 Constraints

Conform to provisions of this section, unless explicitly stated otherwise for submittals listed or specified in this contract.

Submit complete submittals for each definable feature of the work. At the same time, submit components of definable features that are interrelated as a system.

When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, the submittal will be returned without review.

Review of a separate material, product, or component does not imply review of the assembly in which the item functions.

### 1.9.3 Contractor Responsibilities

- a. Review submittals for conformance with project design concepts and compliance with contract documents.
- b. Ensure that material is clearly legible.
- c. Stamp each sheet of each submittal with a certifying statement or an approving statement, except that data submitted in a bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

Contractor will certify submittals forwarded to the Owner with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with Contract Number [\_\_\_\_\_] is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Owner review.

Certified by Contractor \_\_\_\_\_, Date \_\_\_\_\_  
(Signature when applicable)

- d. Update the submittal register as submittal actions occur, and maintain the submittal register at the project site until final acceptance of all work by the Owner.
- e. Retain a copy of completed submittals at project site, including CONTRACTOR's copy of samples.

### 1.10 REVIEW NOTATIONS

Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "A" - "NO EXCEPTION TAKEN" authorize proceeding with the work covered.
- b. Submittals marked "B" - "MAKE CORRECTIONS NOTED" authorize proceeding with the work covered provided that the Contractor makes the noted corrections.
- c. Submittals marked "C" - "REVISE AND RESUBMIT" indicate noncompliance



with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is reviewed by owner.

- d. Submittals marked "D" - "REJECTED" indicate incomplete submittal or noncompliance with the contract requirements or design concept. Resubmit with appropriate changes. Do not proceed with work for this item until the resubmittal is reviewed by the Owner.
- e. Submittals marked "E" - "NO ACTION REQUIRED BY OWNER" indicate that submittals have been received by Owner and is for information-only and for Owner's records.

#### 1.11 REJECTED SUBMITTALS

Make corrections required by the Owner. If corrections are made to shop drawings, corrections shall be noted by clouding all corrections or changes. It will be assumed that, if not clouded, no revisions have been made and no "acceptance" is given to unclouded revisions.

If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are reviewed by Owner.

#### 1.12 REVIEWED SUBMITTALS

The Owner's review of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory and meet the requirements of contract drawings and specifications.

Owner's review of a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within in each submittal accurately conforms with the requirements of the contract documents.

After submittals have been reviewed by the Owner, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.13 REVIEWED SAMPLES

Review of a sample is only for the characteristics or use named in such review and is not be construed to change or modify any contract requirements. Before submitting samples, provide assurance that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been reviewed.

Match the reviewed samples for materials and equipment incorporated in the work. If requested, reviewed samples, including those that may be damaged in testing, will be returned to the Contractor, at its expense, upon completion of the contract. Samples not meeting contract requirements will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient

cause for refusal to consider, under this contract, any further samples of the same brand or make as that material. The Owner reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Owner for testing. Samples failing to meet contract requirements will automatically void previously reviewed samples. Replace such materials or equipment to meet contract requirements.

#### 1.14 PROGRESS SCHEDULE

##### 1.14.1 Bar Chart

- a. Submit the progress chart, for review by Owner, at the Preconstruction Conference in one reproducible and 10 copies.
- b. Prepare the progress chart in the form of a bar chart utilizing form "Construction Progress Chart" or comparable format acceptable to the Owner.
- c. Include no less than the following information on the progress chart:
  - (1) Break out by major headings for primary work activity.
  - (2) A line item break out under each major heading sufficient to track the progress of the work.
  - (3) A line item showing contract finalization task which includes punch list, clean-up and demolition, and final construction drawings.
  - (4) A materials bar and a separate labor bar for each line item. Both bars will show the scheduled percentage complete for any given date within the contract performance period. Labor bar will also show the number of men (man-load) expected to be working on any given date within the contract performance period.
  - (5) The estimated cost and percentage weight of total contract cost for each materials and labor bar on the chart.
  - (6) Separate line items for mobilization and drawing submittal and approval. (These items are to show no associated costs.)
- d. Update the progress schedule in one reproduction and 10 copies every 30 calendar days throughout the contract performance period. Alternatively, Contractor has the option of submitting the project schedule electronically.

##### 1.14.2 Project Network Analysis Schedule

Submit the initial progress schedule within 21 calendar days of notice to proceed. Schedule is to be updated and resubmitted monthly beginning 7 calendar days after return of the reviewed initial schedule. Updating to entail complete revision of the graphic and data displays incorporating changes in scheduled dates and performance periods. Redlined updates will only be acceptable for use as weekly status reviews.

Contractor to provide a single point contact from his on-site organization

as his Schedule Specialist. Schedule Specialist is to have the responsibility of updating and coordinating the schedule with actual job conditions. Schedule Specialist to participate in weekly status meetings and present current information on the status of purchase orders, shop drawings, off-site fabrication, materials deliveries, Subcontractor activities, anticipated needs for Owner furnished equipment, and any problem which may impact the contract performance period.

Include the following in the project network analysis:

- a. Graphically display with the standard network or arrow diagram capable of illustrating the required data. Drafting to be computer generated on standard 24 by 36 inch (nominal size) drafting sheets or on small 11 by 17 inch minimum sheets with separate overview and detail breakouts. Provide a project network analysis that is legible with a clear, consistent method for continuations and detail referencing. Clearly delineate the critical path on the display. Clearly indicate the contract milestone date on the project network analysis graphic display.
- b. Data is to be presented as a separate printout on paper or, where feasible, may be printed on the same sheet as the graphic display. Data is to be organized in a logical coherent display capable of periodic updating.
- c. Include within the data verbal activity descriptions with a numerical ordering system cross referenced to the graphic display. Additionally, costs (broken down into separate materials and costs), duration, early start date, early finish date, late start date, late finish date, and float are to be detailed for each activity. A running total of the percent completion based on completed activity costs versus total contract cost is to be indicated. A system for indicating scheduled versus actual activity dates and durations is also to be provided.
- d. Sufficient detail to facilitate the Contractor's control of the job and to allow the Owner to readily follow progress for portions of the work should be shown within the schedule.

#### 1.15 STATUS REPORT ON MATERIALS ORDERS

Within 20 calendar days after notice to proceed, submit, for review by the Owner, an initial material status report on all materials orders. This report will be updated and re-submitted every 30 calendar days as the status on material orders changes.

Report to include list, in chronological order by need date, materials orders necessary for completion of the contract. The following information will be required for each material order listed:

- a. Material name, supplier, and invoice number.
- b. Bar chart line item or CPM activity number affected by the order.
- c. Delivery date needed to allow directly and indirectly related work to be completed within the contract performance period.
- d. Current delivery date agreed on by supplier.
- e. When item d exceeds item c, the effect that delayed delivery date will have on contract completion date.

- f. When item d exceeds item c, a summary of efforts made by the Contractor to expedite the delayed delivery date to bring it in line with the needed delivery date, including efforts made to place the order (or subcontract) with other suppliers.

-- End of Section --

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION 10320226_CD3_Pile Procurement Package						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY						REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.7													
		09 97 02.01	SD-03 Product Data														
			Paint Formulation	2.1													
			SD-06 Test Reports														
			Inspection Reports	3.4													
			SD-07 Certificates														
			Coating Thickness Gage	1.3.3													
			Qualification														
			Qualified Coating Applicator	1.3.2													
			SSPC QP-3 Painting Contractor	1.3.1													
		31 62 16.13	SD-02 Shop Drawings														
			Piles	1.6.2													
			Fabrication Drawings	2.1.4													
			SD-06 Test Reports														
			Non-Destructive Testing	2.1.3													
			SD-07 Certificates														
			Steel Plant Certification	1.6.1													
			Material Certifications	2.1.1													
			Welder Qualification	1.6.5													
			Inspector Qualification	1.6.6													
			Non-Destructive Testing	1.6.6													
			Personnel														
			Mill Certificates For Pipe Pile	2.1.1													
			Materials														
			SD-08 Manufacturer's Instructions														

CONTRACT NO.

TITLE AND LOCATION

10320226\_CD3\_Pile Procurement Package

CONTRACTOR

[illegible]

## SECTION 09 97 02.01

## COATING OF STEEL PILES

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## ASTM INTERNATIONAL (ASTM)

ASTM D4228 (2005; R 2017) Standard Practice for Qualification of Coating Applicators for Application of Coatings to Steel Surfaces

ASTM D7091 (2021) Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nondestructive Coatings Applied to Non-Ferrous Metals

## NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

NACE RPO 188-88 Standard Recommended Practice for Discontinuity (Holiday) Testing of New Protective Coatings

## SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC PA 2 (2015; E 2018) Procedure for Determining Conformance to Dry Coating Thickness Requirements

SSPC Paint 16 (2006; R 2015; E 2015) Coal Tar Epoxy-Polyamide Black (or Dark Red) Paint

SSPC QP 3 (2010) Standard Procedure for Evaluating Qualifications of Shop Painting Applicators

SSPC SP 1 (2015) Solvent Cleaning

SSPC SP 10/NACE No. 2 (2015) Near-White Blast Cleaning

## 1.2 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Paint Formulation

## SD-06 Test Reports

## Inspection Reports

## SD-07 Certificates

## Coating Thickness Gage Qualification

## Qualified Coating Applicator

## SSPC QP-3 Painting Contractor

## 1.3 QUALIFICATIONS

Qualifications and experience must comply with the following.

## 1.3.1 Qualified Shop Painting Contractor

The Painting Contractor must be a certified SSPC QP 3 Painting Contractor for all surface preparation or coating application. Submit a copy of the applicable SSPC Certificates. The contractor must have been certified prior to award of this contract and must remain certified for the duration of this contract. Submit all renewals if they occur during the contract performance period. Renewals must be achieved prior expirations occurring.

## 1.3.2 Qualified Coating Applicator

Submit records of qualification tests for each Qualified Coating Applicator. Prior to the initiation of any work all coating applicators must be tested and certified as meeting the requirements of ASTM D4228. Certification must be administered by an authorized government representative. Applicators failing the certification procedure will not be permitted to apply any paint on the project.

## 1.3.3 Coating Thickness Gage Qualification

Submit Coating Thickness Gage Qualification documentation of manufacturer's certification for all coating thickness gages. Use magnetic flux thickness gages as described in ASTM D7091 to make all coating thickness measurements on ferrous metal substrates. Gages to be used on the job must have an accuracy of 3 percent or better and be certified by the manufacturer as meeting this requirement.

## 1.3.4 Certified Coating Inspector

Provide a certified coating inspector who is listed as either SSPC-PCI Level 2, or NACE CIP Level 2 for all surface preparation and painting activities. Submit a copy of the applicable SSPC or NACE Certificates. Submit all renewals if they occur during the contract performance period. Renewals must be achieved prior expirations occurring.

## PART 2 PRODUCTS

## 2.1 PAINT FORMULATION

## 2.1.1 Formula C-200A, Coal Tar-Epoxy (Black) Paint

The paint must conform to SSPC Paint 16 manufactured with Type 1 pitch. In addition to standard labeling, container labels must include the term,



Corps of Engineers Formula C-200A. The following products are acceptable:

- a. Carboline Bitumastic 300M, Coal Tar Epoxy manufactured by Carboline Company
- b. Targuard Coal Tar Epoxy, manufactured by Sherwin-Williams company
- c. Engineer approved equivalent (conforming to Corps of Engineers Formula C-200A and SSPC Paint 16)

#### 2.1.2 Solvent and Thinners

Use solvents and thinners which are compatible with the coating system.

### PART 3 EXECUTION

#### 3.1 CLEANING AND PREPARATION OF SURFACES TO BE PAINTED

##### 3.1.1 General Requirements

Clean surfaces to be painted before applying paint or surface treatments in strict accordance with the paint manufacturer's recommendations and this specification. Remove deposits of grease or oil in accordance with SSPC SP 1, prior to mechanical cleaning. Perform solvent cleaning with mineral spirits or other low toxicity solvents having a flash point above 100 degrees F. Use clean cloths and clean fluids to avoid leaving a thin film of greasy residue on the surfaces being cleaned. Protect items not to be prepared or coated from damage by the surface preparation methods. Program cleaning and painting such that dust or other contaminants from the cleaning process do not fall on wet, newly painted surfaces. Protect surfaces not intended to be painted from the effects of cleaning and painting operations.

##### 3.1.2 Blast Cleaning

After solvent cleaning, complete surface preparation by near-white blast cleaning per SSPC SP 10/NACE No. 2. Remove residual dust from blasted surface by blowing with dry, oil-free air, vacuuming, or sweeping. Provide surface profile of at least 2-mil.

#### 3.2 PAINT APPLICATION

##### 3.2.1 General

Unless otherwise specified, the finished coating must be free from holidays, pinholes, bubbles, runs, drops, ridges, waves, laps, excessive or unsightly brush marks, and variations in color, texture, and gloss. Do not initiate the application of initial or subsequent coatings until the surfaces to be coated are satisfactory. Each paint coat must be applied in a manner that will produce an even, continuous film of uniform thickness. Provide special attention to edges, corners, crevices, seams, joints, welds, and other surface irregularities to ensure that they receive an adequate thickness of paint. Spray equipment must be equipped with traps and separators and where appropriate, mechanical agitators, pressure gauges, pressure regulators, and screens or filters. Air caps, nozzles, and needles must be as recommended by the spray equipment manufacturer for the material being applied. Airless-type spray equipment may be used only on broad, flat, or otherwise simply configured surfaces, except that it may be employed for general painting if the spray gun is equipped with dual or adjustable tips of proper types and orifice sizes.

### 3.2.2 Coal Tar-Epoxy (Black) Paint (Formula C-200A)

#### 3.2.2.1 Mixing

Add Component B to previously stirred Component A and thoroughly mix together with a heavy-duty mechanical stirrer just prior to use. The use of not more than 1 pint of xylene thinner per 1 gal of paint is permitted to improve application properties and extend pot life. The pot life of the mixed paint, extended by permissible thinning, may vary from 2 hours in very warm weather to 5 or more hours in cool weather. Pot life in warm weather may be extended by precooling the components prior to mixing; cooling the mixed material; and/or by slow, continuous stirring during the application period. Apply the mixed material before unreasonable increases in viscosity take place.

#### 3.2.2.2 Application

High-pressure airless spray equipment must be equipped with spray tips of appropriate size for the members being coated. Brush application must be with a stiff-bristled brush heavily laden with material and wielded in a manner to spread the coating smoothly and quickly without excessive brushing. The coverage rate of the material shall be in accordance with manufacturer's written instructions to obtain 16 mils (dry thickness) in two coats of the C-200A. The paint must flow together and provide a coherent, pinhole-free film. The direction of the spray passes (or finish strokes if brushed) of the second coat must be at right angles to those of the first where practicable.

#### 3.2.2.3 Subsequent Coats

Except at the high temperatures discussed later in this paragraph, the drying time between coal tar-epoxy coats must not be more than 72 hours, and application of a subsequent coat as soon as the undercoat is reasonably firm is strongly encouraged. Where the temperature for substrate or coating surfaces during application or curing exceeds or can be expected to exceed 125 degrees F as the result of direct exposure to sunlight, the surfaces must be shaded by overhead cover or the interval between coats reduced as may be found necessary to avoid poor intercoat adhesion. Here, poor intercoat adhesion is defined as the inability of two or more dried coats of coal tar-epoxy paint to resist delamination when tested aggressively with a sharp knife. Under the most extreme conditions involving high ambient temperatures and sun-exposed surfaces, reduce the maximum drying time between coats to 10 hours, and the reduction of this interval to a few hours or less is strongly encouraged. Where the curing time of a coal tar-epoxy undercoat exceeds 72 hours at normal temperatures, 10 hours at extreme conditions, or where the undercoat develops a heavy blush, or when spot repair of damage is required, it must be given one of the following treatments before the subsequent coat is applied:

- a. Etch the coating surface lightly by brush-off blasting, using fine abrasive, low air pressure, and a nozzle-to-surface distance of approximately 3 feet.
- b. Remove the blush and/or soften the surface of the coating by wiping it with cloths dampened with 1-methyl-2-pyrrolidone. The solvent may be applied to the surface by fog spraying followed by wiping, but any puddles of solvent must be mopped up immediately after they form. Apply the subsequent coat in not less than 15 minutes or more than 3 hours after the solvent treatment.

#### 3.2.2.4 Repair of Coal Tar-Epoxy (Black) Paint (Formula C-200A) Defects

- a. Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations. Allow a period of at least 72 hours to pass following final coat before placing in immersion service.
- b. All coating surfaces damaged by handling, cutting, and welding or in any other way damaged must be carefully and fully repaired in accordance with these specifications and the coating manufacturer's recommendations.
- c. The damaged coating area and the bordering area 2 inches outside the damaged area shall be removed by cutting a neat, uniform perimeter with a wood chisel laid back at an angle of 45 degrees to the surface and by abrasive blasting with a needle or pencil gun (spot blast) to a near white metal SSPC SP-10). The adjacent undamaged area of coating shall be protected during blasting and subsequent coating operations.
- d. As soon as practical after preparing the surface, it shall be cleaned as previously described under surface preparation taking care not to over spray undamaged coating. Recoating shall begin immediately after cleaning and drying and shall be done according to manufacturer's instructions.
- e. Areas of coating requiring additional thickness shall be re-coated while coating is still tacky. Hardened coating that does not meet the requirements shall be removed, the steel structure re-sandblasted to a SPPC SP10 and re-coated in accordance per manufacturer's instructions.

#### 3.2.2.5 Ambient Temperature

Coal tar-epoxy paint must not be applied when the receiving surface or the ambient air is below 50 degrees F nor if it can be reasonably anticipated that the average ambient temperature will be 50 degrees F or higher for the 5-day period subsequent to the application of any coat.

#### 3.2.2.6 Coating Tests

The following methods and procedures shall be used for testing the coal tar epoxy in the shop:

- a. For testing dry film thickness, the procedures outlined in SSPC-Paint Application Specification No. 2 shall be followed.
- b. When testing for holidays, test for holidays in the total coating system using a wet-sponge holiday detector in accordance with the manufacturer's printed instructions. Low voltage holiday detectors shall be used. Voltage settings and procedures must be in strict accordance with NACE RPO 188-88, Standard Recommended Practice for Discontinuity (Holiday) Testing of New Protective Coatings.

### 3.3 PAINT SYSTEMS APPLICATION

Apply paint to the exterior of the piles to limits shown on the attached drawing with a minimum of two coats to provide a minimum total thickness at any spot of 16 mils. Apply each coat at a dry film thickness of not less

than 8 mils. Any spot having an excess of coal tar paint, here defined as more than 20 mils in a single coat or 35 mils in multiple coats must be repaired by sanding, grinding or abrasive blasting the excess material from the surface and reapplying the coatings to the above specified requirements. The specified film thickness must be attained in any event, and any additional (beyond two) coats needed to attain specified thickness must be applied at no additional cost to the Owner.

### 3.3.1 Protection of Nonpainted Items and Cleanup

Maintain walls, equipment, fixtures and all other items in the vicinity of the surfaces being painted free from damage by paint or painting activities. Promptly repair any paint spillage and painting activity damage.

### 3.4 INSPECTION

Surface preparation and painting inspections must be conducted by an inspector certified as meeting one of the following designations: SSPC-PCI Level 2, NACE-CIP Level 2. The inspector will inspect and document all work phases and operations on a daily basis and submit daily Inspection Reports. As a minimum the daily report must contain the following:

- a. Inspections performed, including the area of the structure involved and the results of the inspection.
- b. Surface preparation operations performed, including the area of the structure involved, the mode of preparation, the kinds of solvent, abrasive, or power tools employed, and whether contract requirements were met.
- c. Thinning operations performed, including thinners used, batch numbers, and thinner/paint volume ratios.
- d. Application operations performed, including the area of the structure involved, mode of application employed, ambient temperature, substrate temperature, dew point, relative humidity, type of paint with batch numbers, elapsed time between surface preparation and application, elapsed time for recoat, condition of underlying coat, number of coats applied, and if specified, measured dry film thickness or spreading rate of each new coating.

### 3.5 SURFACES TO BE COATED

All steel pipe piles shall be coated to the limits indicated on the attached drawing with two-coat tar epoxy-polyamide system.

-- End of Section --

## SECTION 31 62 16.13

## STEEL PIPE PILES

## PART 1 GENERAL

## 1.1 DESCRIPTION

Furnish steel pipe piles as indicated on the attached drawings and specified herein.

## 1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ANSI/ASNT CP-189	(2020) ASNT Standard for Qualification and Certification of Nondestructive Testing Personnel
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## AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M	(2020) Structural Welding Code - Steel
AWS QC1	(2016) Specification for AWS Certification of Welding Inspectors

## ASTM INTERNATIONAL (ASTM)

ASTM A252/A252M	(2019) Standard Specification for Welded and Seamless Steel Pipe Piles
ASTM A572/A572M	(2021; E 2021) Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A53/A53M	(2020) Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

## 1.3 PAYMENT

## 1.3.1 Purchase, Storage, and Delivery of Steel Pipe Piles

## 1.3.1.1 Payment

Payment will be made for costs associated with purchase of coated steel pipe piles, temporary storage at an off-site storage facility, and delivery to project site. No payment will be made for the lengths of piles exceeding required lengths. No payment will be made for piles damaged during delivery, storage, or handling to the extent that they are rendered unsuitable for the work, in the opinion of the Owner.

Pipe pile supplier will be paid on a unit rate basis for storage at an off-site facility. For bidding purposes assume two months of storage will

be required. Owner retains the rights to receive piles sooner for a prorated amount. Supplier shall also provide unit rate that will be used for storage time over two months.

#### 1.3.1.2 Measurement

Steel pipe piles will be measured for payment by the linear foot of piles required as indicated on attached drawing.

#### 1.3.1.3 Unit of Measure

Linear foot.

Days (or other appropriate duration for temporary storage).

### 1.4 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-02 Shop Drawings

Piles

Fabrication Drawings

#### SD-06 Test Reports

Non-Destructive Testing

#### SD-07 Certificates

Steel Plant Certification

Material Certifications

Welder Qualification

Inspector Qualification

Non-Destructive Testing Personnel Qualifications

Mill Certificates For Pipe Pile Materials

#### SD-08 Manufacturer's Instructions

Pile Manufacturer's Quality Control Procedures

### 1.5 DELIVERY, STORAGE, AND HANDLING

Conform all delivery, storage, and handling of materials to the requirements specified herein. Develop and submit plans for the delivery, storage, and handling of piles.

#### 1.5.1 Delivery and Storage

Materials delivered to the storage location shall be in a new and undamaged condition and shall be accompanied by certified material test reports. The manufacturer's logo and mill identification mark shall be stamped on each

unspliced pile at a minimum of two locations and shall also be stamped on the mill test reports. Stack piles during delivery and storage so that each pile is maintained in a straight position and is supported every 10 feet or less along its length (ends inclusive). Do not stack piles more than 5 feet high.

#### 1.5.2 Handling

Lift piles using a cradle or multiple points pick-up to ensure that the maximum permissible curvature is not exceeded. Do not damage piles when dragging piles across the ground or barge deck.

Inspect piles for excessive curvature and for damage before transporting them from the storage area to the project site. Curvature in the pile must be measured with the pile laying on a flat surface and is the distance between the pile at the mid-length of the pile and the flat surface. Straightness of the sections of steel pipe piles must conform to the requirements specified under Part 2 of this section. Piles having excessive curvature will be rejected.

#### 1.5.3 Damaged Piles

Inspect each pile for straightness and structural damage before transporting the piles to the project site. Piles which are damaged during delivery, storage, or handling to the extent they are rendered unsuitable for the work, in the opinion of the Owner, will be rejected.

Inspect each pile for coating damage before transporting the piles to the project site and immediately upon delivery to the jobsite. Any damage to coating shall be repaired in accordance with specifications, SECTION 09 97 02.01 COATING OF STEEL PILES.

### 1.6 QUALITY CONTROL

#### 1.6.1 Fabrication Plant Certification

Fabricate work in an AISC Certified Fabrication Plant, Category BU. Submit a copy of steel plant certification to the Owner for review.

#### 1.6.2 Piles

Prepare and submit shop drawings for piles. Indicate location of pick-up points, support points other than pick-up points, and any other methods of pick-up.

#### 1.6.3 Quality Control Procedures

Submit the pile manufacturer's quality control procedures.

#### 1.6.4 Material Certificates

For each shipment, submit certificates identified with specific lots prior to installing piling. Include in the identification data piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

#### 1.6.5 Welder Qualification

Each welder, welding operator, and tacker assigned to work on this contract

must be qualified in accordance with the applicable requirements of AWS D1.1/D1.1M

#### 1.6.6 Inspector Qualification

Submit welder qualification certificate(s) indicating that welding inspector(s) meet the requirements of AWS QC1. Submit qualifications for non-destructive testing personnel in accordance with the requirements of ANSI/ASNT CP-189/ANSI/ASNT CP-189 for Levels I or II in the applicable nondestructive testing method. Level I inspectors must have direct supervision of a Level II inspector.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Steel Pipe Piles

Steel pipe piles shall conform to ASTM A252/A252M, Grade 3 (Mod) with material conforming to ASTM A572/A572M Grade 50. Provide steel pipe piles of the shape, size, section, and length shown on the drawings. Pipe piles must be either seamless pipe or full penetration welded with straight or spiral seams. Spiral welds shall be double submerged arc welded (DSAW). The weld seam of each length of pipe must be tested for acceptance by ultrasonic testing in accordance with the provisions for Nondestructive Electric Test of Weld Seam of ASTM A53/A53M. Provide mill certificates for pipe pile materials. All pipe material shall be new. Submit material certifications showing compliance with chemical and mechanical properties.

##### 2.1.1.1 Spiral Welded Pipe Pile Dimensional Tolerances

Pipe piling spiral-butt or spiral-lap welds shall conform to the following tolerance requirements:

- a. Out-of-Roundness: The out-of-roundness tolerance shall be within 1% of the nominal outside diameter.
- b. Straightness: The straightness, in units of inches, shall not exceed 0.001 times the length of the pile. The length of the pile shall be measured in inches. See Figure 1 at end for additional clarification.
- c. Radial Offset: A maximum radial offset of 1/8 inch shall be permitted. The offset shall be transitioned with a taper weld at the slope not less than 1 times the thickness of 2.5 times the length. See Figure 2 at end for additional clarification.
- d. Weld Reinforcement (Bead Height): The weld reinforcement (bead height) shall not be greater than 3/16 inch.
- e. Misalignment of Weld Beads: Misalignment of the weld beads shall not exceed 1/8 inch. This applies only to double-sided welded pipe. See Figure 3 at end of this section for additional clarification.
- f. Wall Thickness: The wall thickness shall be as indicated on the drawings, except that up to a 12.5% greater thickness will be acceptable.
- g. Outside Diameter: The outside diameter shall be as indicated on the Drawings except that a greater diameter will be acceptable. See item f.



above.

#### 2.1.2 Weld Processes

Welds made shall be performed by either a submerged arc weld (SAW) or a double submerged arc weld process (SAW) or a double submerged arc weld process (DSAW). Spiral welds shall be double submerged arc welded. Welds shall have complete joint penetration. All pile horizontal butt splice welds shall be complete joint penetration welds. All welds shall be pre-qualified welds in accordance with AWS D1.1/D1.1M. Welds other than AWS pre-qualified welds shall be qualified under AWS acceptance procedures.

#### 2.1.3 Shop Testing

Non-destructive testing (NDT) shall be performed on all piles in accordance with AWS D1.1. A Certified Welding Inspector must perform visual inspection on 100 percent of all welds. Ultrasonic testing shall be performed on 100% of the spiral welds that may be performed using InLine weld inspection. All horizontal butt splice welds shall be tested by ultrasonic or radiographic testing.

Welds not passing the test shall be repaired and retested to assure compliance per AWS D1.1. Submit all records of nondestructive examination to the Owner.

#### 2.1.4 Fabrication of Pipe Piling

Submit pile fabrication drawings prior to commencement of fabrication. Pile fabrication drawings shall include all information pertinent to fabrication of the steel pipe piles, which includes, but is not limited to:

- a. Steel base material
- b. Weld materials
- c. Welding procedures
- d. Splice locations
- e. Weld testing procedures
- f. Pipe diameter
- g. Pipe wall thickness
- h. Pipe length

#### 2.2 Coating of Pipe Piles

Coat pipe piles to the extent shown on the drawings in accordance with Section 09 97 02.01 COATING OF STEEL PILES.

-- End of Section --

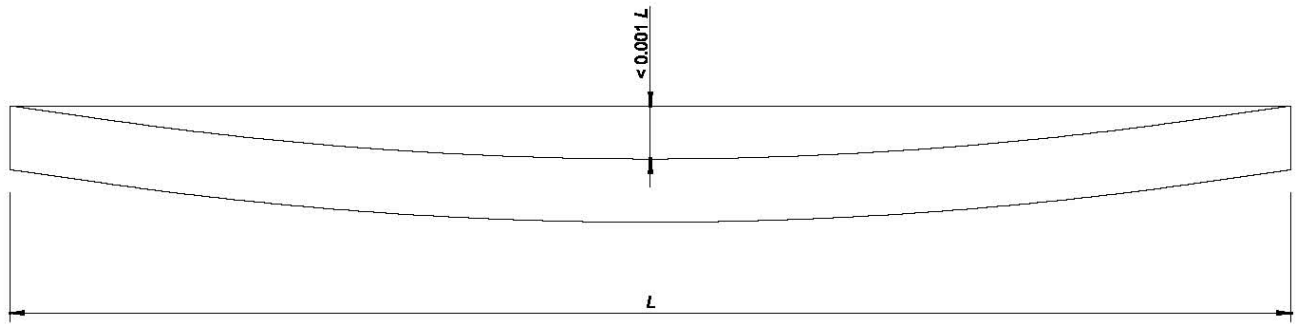


FIGURE 1 - MEASURING FULL-LENGTH STRAIGHTNESS  
N.T.S.

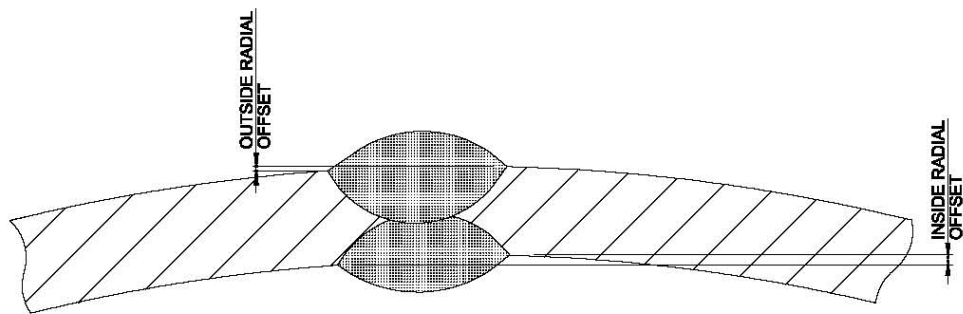


FIGURE 2 - DIMENSIONAL DEVIATIONS OF THE WELD SEAM  
N.T.S.

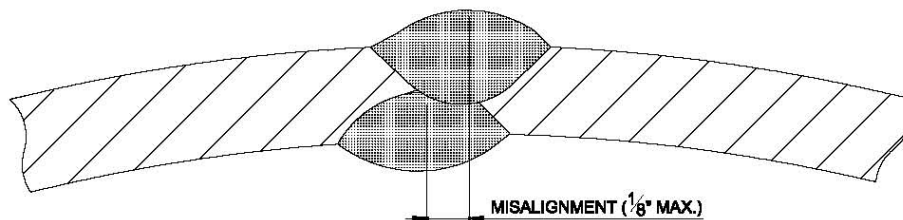
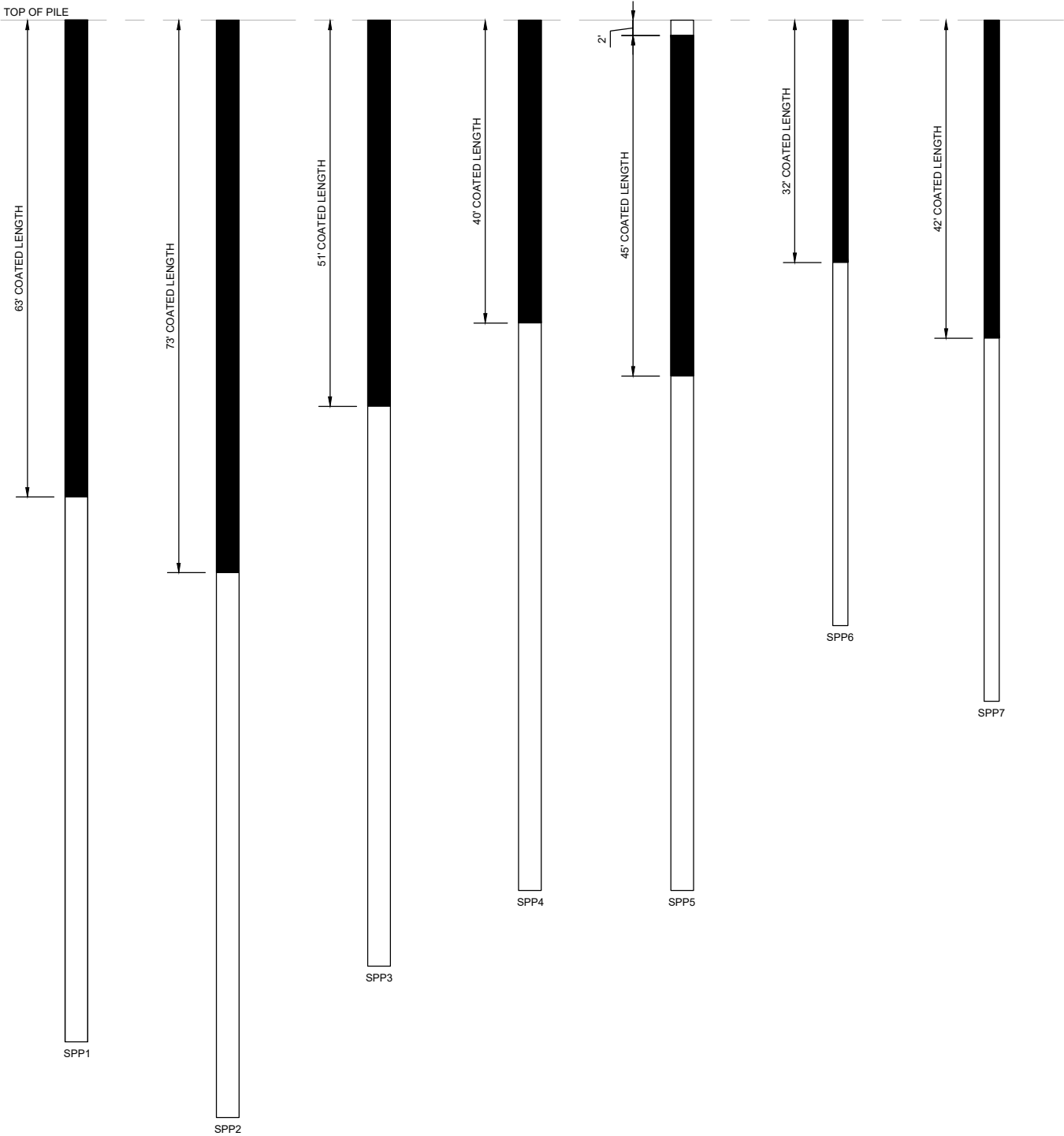
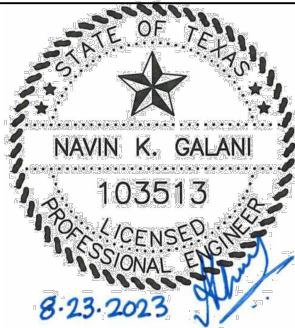


FIGURE 3 - MISALIGNMENT OF WELD BEADS OF SAW PIPE  
N.T.S.



STEEL PIPE PILE SCHEDULE								
PILE LABEL	PILE SIZE	WALL THICKNESS	MINIMUM YIELD STRENGTH OF STEEL	QUANTITY	PILE LENGTH	REQUIRED COATING LIMITS DISTANCE FROM PILE TOP		LENGTH OF COATING
						START	END	
SPP1	36" PIPE	0.75"	50 KSI	64	135'	0'	63'	63'
SPP2	36" PIPE	0.75"	50 KSI	11	145'	0'	73'	73'
SPP3	36" PIPE	0.75"	50 KSI	68	125'	0'	51'	51'
SPP4	36" PIPE	0.75"	50 KSI	64	115'	0'	40'	40'
SPP5	36" PIPE	0.75"	50 KSI	12	115'	2'	47'	45'
SPP6	24" PIPE	0.5"	50 KSI	263	80'	0'	32'	32'
SPP7	24" PIPE	0.5"	50 KSI	13	90'	0'	42'	42'

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ELEVATIONS -  
STEEL PIPE PILE COATING LIMITS  
1" = 20'



PROJECT TITLE BROWNSVILLE NAVIGATIONAL DISTRICT  
CARGO DOCK NO. 3 - PHASE II  
SHEET TITLE STEEL PIPE PILES

PROJECT NUMBER 10320226  
PROJECT MANAGER KMW  
DATE 08/23/2023

REFERENCE SHEET -  
REFERENCE DOCUMENT -  
DRAWING NUMBER 01