



MARITIME DIVISION

ADDENDA REQUEST # 2

LG: Port of Brownsville
 CSJ: 9400-00-016
 Project: BND CARGO DOCK 3-PI&III: DEMO & CONSTR
 Program: MIP88

Templates must be completed in the native file as shared by MRD and executed using an electronic signature, preferably DocuSign. MRD can facilitate signature through DocuSign if requested.

I. PURPOSE OF THE ADDENDUM

Description of Changes: In the drop-down menus, select all that apply and identify whether the changes are major or minor. Be sure to provide all documents supporting the addendum, including questions.

- ☒ Alterations to the Scope of Work Minor
- ☒ Bid Item Adjustments Major
- ☐ Project Timeline Adjustments NA
- ☒ Material Specifications Minor
- ☒ Regulatory Compliance Minor

II. DETAILED DESCRIPTION OF CHANGES

1. Scope of Work Modifications: Select all items that apply and describe the changes below.

- ☐ New Tasks
- ☒ Modifications to Existing Tasks
- ☒ Removal of Certain Tasks
- ☐ Not Applicable

Minor modifications include the following:

1. Location of pipe pile storage area and location disposal site for concrete rubble;
2. Additional and removal of minor items, such as signage storage and relocation; and
3. Adjustments to limits of concrete and asphalt pavements;



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2. Bid Item Adjustments: Select all items that apply and provide a detailed breakdown of the changes.

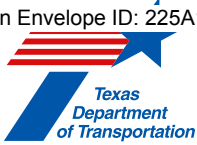
- ☒ Increased Quantities
- ☒ Decreased Quantities
- ☒ New Line Items
- ☐ Not Applicable

Bid Item adjustments include:

1. Increasing of RCP linear footage to match drawings;
2. Decreasing of linear footage of storm drainage pipe removal to match drawings;
3. Removal of Bid Item 42 - removal of existing inlet; and Bit Item 60 - Furnish and Install Pile Wraps for Landside Platform Piles;
4. Added Bid Items 20, 21, and 22 to include additional surveys; and
5. Clarifying nomenclature in Bid Items

3. Timeline Adjustments: Select all items that apply and specify the new dates or explain how the schedule is impacted below.

- ☐ New Start Date
- ☐ Revised Completion Date
- ☐ Impact on Milestones
- ☒ Not Applicable



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4. Material Changes: Select all items that apply and describe any specifications or standards they must meet below.

- ☐ Material Type
☒ Specifications/Standards
☐ Not Applicable

- 1) Technical Specification, "Special Conditions, Section 01 06 00," is added in its entirety (Attachment B01).
- 2) Technical Specification, "Permits, Section 01 12 00," is added in its entirety (Attachment B02).
- 3) Technical Specification, "Demolition, Section 02 41 00," is deleted and replaced in its entirety with revised Technical Specification, "Demolition, Section 02 41 00," (Attachment B03).

5. Regulatory Compliance: Select all items that apply and address any changes required to maintain compliance with relevant laws, regulations, or building codes.

- ☒ New Compliance Requirements
☐ Not Applicable

The addition of Technical Specification "Permits, Section 01 12 00," requires the Contractor to:

- 1) Comply with all provisions of Owner permit associated with the project: USACE Permit SWG-2022-00476; Nationwide Permit Verification, and
- 2) Be responsible for any other necessary permits related to the project.

Refer to Attachment B03.



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III. APPROVALS

Requested by: Manuel Martinez Date: _____

Manuel Martinez, Acting Director of Engineering Services

PD Concurrence: PM DS LM Lead Initial KK

Approved by: DocuSigned by: Geir Eilif kalhagen Date: 6/3/2025

Name, Title

Geir Eilif kalhagen

Director of Maritime Division

Clear Form

Addendum No. 2

BND CARGO DOCK 3 PHASE I & III: DEMOLITION AND CONSTRUCTION

May 28, 2025

1. CHANGES TO BID OPENING DATE AND TIME:

- a. The **Bid Opening Date** has been changed from **Tuesday, June 3, 2025**, to **Tuesday, June 17, 2025**. The Bid opening time remains at **2:00 P.M.**

2. ANSWERS AND CLARIFICATIONS TO BIDDERS' QUESTIONS:

	Questions	Response
1	Will Owner supplied pile require splicing? If yes what lengths will the pile be supplied.	<i>No, no splicing is required.</i>
2	Is there an anticipated thickness of the riprap to be removed? Does the riprap extend under the dock for its entire length?	<i>Yes, Refer to Demolition Drawing Sheet 07 – Below Deck Existing Demo Plan. The Legend shows the “REMOVE SHORELINE RIP-RAP AND/OR MISCELLANEOUS DEBRIS” hatched area in plan under the dock for the full length of dock. Refer to Demolition Drawing Sheet 08 – Existing Demo Sections, Detail A – Typical Dock Section. The section shows the anticipated thickness and extents. The thickness and size of riprap / debris is unknown; however, the anticipated overall thickness can be assumed as 24” thick for bidding purposes.</i>
3	Please clarify the limits of the temporary fencing needed as required in note 1 on sheet 00C02?	<i>The Contractor shall utilize the existing security fence in place to secure the project site. Refer to Construction Drawing Sheet 00C01 – Existing Site Plan, for limits of existing security fence. Areas of demolition and/or construction outside the limits of the existing security fence shall be secured for the protection of the project site and is the Contractor's responsibility.</i>
4	Please clarify Bid Item #14, TRANSPORT CONC. TO STORAGE FOR FURTHER CUTTING (ASSUME 3 MILES EA WAY), Is this all concrete, including pile? Is the contractor to reduce the material to 8” dimension (per note C1) on site is this to be done at the transported location.	<p>a. <i>Refer to Demolition Drawing Sheet 02 – General Notes, Abbreviations, and Legend, for the location to dispose of concrete removed from the dock project, including concrete piles.</i></p> <p>b. <i>The 8” dimension (in any direction) refers to the minimum size of concrete debris that will be accepted at the disposal location. There is no maximum size limit on concrete debris that can be deposited at the disposal location.</i></p> <p>c. <i>No work shall be performed at the disposal location beyond the disposal of the concrete material.</i></p>
5	Please clarify the Alternate Bid Item, Item #26, CUT CONCRETE DOWN TO 36” (SEE NOTE C2 ON	<i>There is no maximum size limit on concrete debris that can be deposited at the disposal location. The Contractor can reduce all concrete debris down to a maximum size of</i>

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	SHEET 02). Is this meant to be a credit to reduce the concrete only to 36" rather than 8".	36" dimension (in any direction) prior to deposit at the disposal location.
6	<p>a. Drawing 03S12 Calls out "wraps", and it is listed that way on the Price Sheet as well, however in the detail on Drawing 03S13 it calls for an FRP jacket with a 2-inch annulus encapsulation. Please Clarify the method for these piles.</p> <p>b. If this is for corrosion protection, would DENSO HD2000 be an acceptable system?</p>	<p>a. Replace word "WRAP" with "JACKET" on Construction Drawing Sheet 03S11 – Sections 1 of 2 (Attachment C14). and Sheet 03S12 – Sections 2 of 2 (Attachment C15). and on Bid Form (Attachment A01)</p> <p>b. Bidders shall bid pile jackets as shown on Construction Drawing Sheet 03S13 – Pile Details, Detail 3 – Detail: Pile Jacket</p>
7	If the detail is correct, and a two-inch annulus is required, what caging or Nelson Studs, etc. will be required inside the forms to bond the grout to the pile?	Jackets are to be installed as shown on Construction Drawing Sheet 03S13 – Pile Details, Detail 3 – Detail: Pile Jacket and in accordance with manufacturer's instructions.
8	The piling detail on 03S12 only shows the detail for water side piling wraps/jackets. Is there a separate detail for the land side piling?	Landside piling do not require jackets. Refer to Bid Form (Attachment A01)
9	For the landside piles, are wraps/Jackets to be installed from excavated mudline to soffit?	Landside piling do not require jackets. Refer to Bid Form (Attachment A01)
10	Is the shoreline riff raff going to the express doc?	No. Refer to Demolition Drawing Sheet 02 – General Notes, Abbreviations, and Legend; <u>DEMOLITION SEQUENCE</u> , Note 6.
11	Does the material need to be cleaned before it is moved?	No.
12	Is this buy America?	No.
13	Are there restrictions to working at night?	Restrictions for working at night are isolated to water work only. Refer to Specification Section 01 12 00 – Permits (Attachment B02)
14	Can the slides be added to the addendum?	Refer to Attachment E02
15	Which insurances are required?	Refer to Standard General Conditions, Article Number 5 – Bonds and Insurance.
16	Can the trench drain be done with precast?	Yes, trench drain can be installed with precast as long as the dimensions on Construction Drawing Sheet 01C07 – Paving Details are met.
17	Will the storm sewer under the spur require a bore?	No, the storm sewer pipe will be installed using open cut trenching to install.
18	Can the existing storm sewer under the spur be abandoned in place or will it be required to be plugged and filled?	Remove storm sewer according to Construction Drawing Sheet 01C01 – Civil Site Plan.
19	Contract drawing Sheet 00G04, General Note 15B says to refer to the procurement package titled, "Pile Procurement Specifications, Brownsville Navigation District, Caro Dock No. 3 Phase 1", dated August 2023. Please provide a copy of this specification.	Refer to Attachment E04 for Pile Procurement Specifications.

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20	Please confirm if the shear rings are also being provided with the POB furnished pipe piles.	<i>The shear rings are not provided with the Owner-furnished pipe piles.</i>
21	Please confirm the MS1 and MS2 mooring structure piles are included with the piles supplied by BND.	<i>The piles supplied by BND include the piles for MS1 and MS2 mooring structures.</i>
22	Please identify the storage location for the BND supplied pipe piles.	<i>Refer to Attachment C02 and Attachment C06 for pipe pile storage area.</i>
23	Are there any Buy America or Buy American requirements for this project?	<i>No.</i>
24	Bid Item 7 requires removal of submerge items from a previous dive inspection report. Please provide a copy of this dive inspection report.	<i>The Cargo Dock 3 Dive Debris Report is provided as Exhibit C in Specification Section 02 41 00 - Demolition.</i>
25	Please confirm if there is an old fire hydrant or other source of non-potable fresh water for use by the contractor.	<i>Refer to Supplementary General Conditions, Article 18 – Item 4. Temporary Utilities.</i>
26	Please confirm that the Port of Brownsville and this project are exempt from Texas state sales taxes for permanent materials used on this project.	<i>Refer to Agreement, Page 5 of 5, last paragraph.</i>
27	Contract Sheet 02S03 – Dock Cross Section shows Pile Lines Q, P, N, M, L, and K completely embedded in in-situ material or backfill material. Please confirm the depth of pile wrap treatment, if any, these Landside platform piles are required to receive under by Bid Item 42.	<i>Landside piling do not require jackets. Refer to Bid Form Item 42 (Attachment A01)</i>
28	Contact Sheet 02S03 – Dock Cross Section shows Pile Lines J, H, and G completely or partially embedded in backfill material. Please confirm the depth of pile wrap treatment these Waterside platform piles are required to receive under by Bid Item 33.	<i>The depth of pile jackets for all waterside platform piles is as shown on Construction Drawing Sheet 03S12 – Sections 2 of 2 and on Construction Drawing Sheet 03S13 – Pile Details.</i>
29	Please confirm per Standard General Conditions Section 5.6, the BND will purchase and maintain “All Risk” insurance to cover the owner, contractor, subcontractors, engineer, and engineer’s consultants.	<i>BND will follow Article No.5 Bonds and Insurance from the General Conditions on the Bid Document.</i>
30	Section C/03S18 Section – Closure Reinforcement --- States (2) #5 C-bars @ 6” (TYP), but also states (2) #6 C-bars @ 6” (TYP). Please confirm the correct reinforcement bar size.	<i>The correct reinforcement bar size is (2) #5 C-bars @ 6”. Refer to Construction Drawing Sheet 03S18 – Precast Cap Sections 2 of 2 (Attachment C16).</i>
31	Section 1 & C/03S18 show rebar for #10 non-contact lap-splices. Please confirm these bars are part of the precast pile caps.	<i>Confirmed.</i>
32	Specs section 09 97 10.00 10 (page 10), 3.4/3.5/3.6 – Metallizing Systems to be applied. This is not a very common requirement and will result in a more expensive steel panel. Will POB Consider deleting or revising this requirement?	<i>Bid as specified.</i>
33	Section 35 59 13.16 Page 7, 1.6.3 Independent Testing Laboratory. Lehigh University has a	<i>Bid as specified.</i>

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	<p>limitation that can only test up to SCN 1200 due to the stroke height limitation. We have two alternatives.</p> <ul style="list-style-type: none"> ○ Test both sizes in Lehigh, but for the SCN 1300 not to full rated deflection, only up to rated reaction, and report results, OR ○ Test the SCN1300 only in South Korea – no limitation on fender size. Please confirm. 	
34	<p>Section 35 59 13.16 Page 7, 1.9 Fender Warranty. We need to confirmation on two points.</p> <ul style="list-style-type: none"> ○ Tie back the warranty period the period can be 24 months from the delivery date OR 12 months from the date of Substantial Completion, whichever comes first (to avoid open-ended clauses) ○ Warranty should be limited in Dollar Value as per our Limitation of Liability clause, which allows any liability to be limited to 100% of the contract's value. 	<i>Bid as specified.</i>
35	<p>Section 35 59 13.16 Page 7, 2.1.1.1 Molded Fender – Table 1: Fender Chemical Properties. TGA testing to be done BEFORE (at factory) and AFTER production (sample collected from project site) and tested at any USA Lab – please confirm.</p>	<i>Bid as specified.</i>
36	<p>Section 35 59 13.16 Page 9, 2.1.3.1 Factory Performance Testing. Factory performance testing of all fenders will increase cost and delivery time. Please confirm if 10% testing as per PIANC 2002 WG 33 is sufficient.</p>	<i>Bid as specified.</i>
37	<p>Section 35 59 13.16 Page 10, 2.1.4.2 Restraint Chains and Shackles. The specification is asking for a 3.0~3.5 Fos for chains, which is very typical, but only 2.0 Fos for the Pad-eyes used to mount these chains – this will result in the Pad-eyes being the weak link and first to fail, which is very unusual and not recommended. We recommend sacrificing the chain systems and not using pad eyes, which is much more complicated to fix either on the panels or the concrete side.</p>	<i>Pad-eyes for mounting chains to fender panels and the dock surface shall be designed with a minimum factor of safety of 3.5 applied to the calculated chain load; designed in accordance with AISC 360.</i>
38	<p>Section 35 59 13.16 Page 10, 2.1.5 Panels – Q345B Steel is proposed as a direct substitution of ASTM A36 or A572 Grade 50. Please confirm is this would be acceptable.</p>	<i>Bid as specified.</i>

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39	Section 35 59 13.16 Page 12, 2.1.5.1 Facing – Propose to use 60 mm thick PE pads to be able to comply with a minimum of 1 inch of material between the panel and washer, AND a minimum wear surface thickness of ¾ inches. – Please confirm.	<i>Bid as specified.</i>
40	Drawings, Bollards Coating – Please confirm if 12 mills/300 microns (minimum) of Jotamastic 9 is an acceptable coating	<i>Bid as specified.</i>
41	Sheet 02S03 indicates an area along the backside of the waterside platform below the current mudline but no excavation is shown. Please confirm excavation extents.	<i>Refer to Construction Drawing Sheet 02S03 – Dock Cross Section (Attachment C13) for illustration of extent of excavation.</i>
42	Bid Form item 56 indicated '6" Concrete Curb.' Please clarify the location of the curb as only a 1'-6" curb is called out on the drawings.	<i>Please refer to Construction Drawing Sheet 01C02 – Grading Plan and Construction Drawing Sheet 01C03 – Enlarged Paving Plan: North for location of concrete curb on the North side.</i>
43	Please confirm bid item 34 "Furnish and Install Precast Pile Caps" is meant to read 23EA and not 46EA. If so, the Contractor is assuming the 23EA is referring to the entire precast bent and not the individual precast sections	<i>Description for Bid Item 34 has been revised. Refer to Bid Form, Attachment A01.</i>
44	Please confirm item 58 bid quantity. Sheet 01C01 indicates "MARAD Dock Signage to be replaced by others" While item 3 in the legend of sheet 01C05 appears to indicate this item is included in the bid for, quantity of item 58.	<i>Bid Item 58 is confirmed. Refer to Construction Drawing Sheet 01C01 – Civil Site Plan (Attachment C10) to clarify existing sign disposition.</i>
45	Please clarify if striping and pavement markings shown on sheet 01C05 are included in this project.	<i>There are no striping or pavement markings as part of this project.</i>
46	Please specify what bid items should include striping and pavement markings.	<i>There are no striping or pavement markings as part of this project.</i>
47	Please provide details for the striping and pavement markings.	<i>There are no striping or pavement markings as part of this project.</i>
48	Please confirm item 48 bid quantity. The provided bid form quantity is significantly below what is shown on the plan sheets.	<i>Refer to Item 48 on the Bid Form (Attachment A01) for revised bid quantity.</i>
49	Pile wraps are only shown on Waterside Piling details. Please confirm they are to be included with the Landside Platform Piles as well.	<i>Landside piling do not require jackets. Refer to Bid Form (Attachment A01)</i>
50	Please indicate if all piling has been procured and has been staged onsite by the owner as per phase II project requirements.	<i>All steel pipe piling has been procured. Pipe piles will be located at pipe pile storage area. Refer to Attachment C02 and Attachment C06 for pipe pile storage area. Refer to Bid Item No. 27 for Contractor's responsibility.</i>
51	Please provide the anticipated date/s of piling arrival to the project site.	<i>Pipe piles will be located at pipe pile storage area. Refer to Attachment C02 and Attachment C06 for pipe pile storage area. Refer to description for Bid Item No. 27 regarding Contractor's responsibility.</i>
52	Please confirm the laydown of the piling that is procured by the owner.	<i>Pipe piles will be located at pipe pile storage area. Refer to Attachment C02 and Attachment C06 for pipe pile</i>

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		<i>storage area. Refer to description for Bid Item No. 27 regarding Contractor's responsibility.</i>
53	Please confirm item 59 bid quantity. The provided bid form quantity is significantly higher than what is currently shown on the plan sheets.	<i>Refer to Item 59 on the Bid Form (Attachment A01) for revised bid quantity.</i>
54	Bid item 60 lists 3 existing inlets to be removed but all are called out to remain in construction and demolition drawings. Please clarify.	<i>All inlets should be left in place and not removed. Bid Item 60 has been removed on the Bid Form (Attachment A01).</i>
55	Please confirm if the existing rail spur will be removed before the Cargo Dock 3 Construction commences to allow for a traditional trench install for utilities.	<i>Refer to Note 2 on Sheet 01C01 – Civil Site Plan (Attachment C10) for clarity on disposition of existing rail spur.</i>
56	Please confirm if utilities buried underneath the new rail should follow the standard sections on the drawings. If not, please provide additional details for those areas.	<i>Confirmed. Refer to Note 2 on Sheet 01C01 – Civil Site Plan (Attachment C10) for clarity on disposition of existing rail spur.</i>
57	<p>Vibration Monitoring – reference Bid Item 19 Vibration Monitoring Allowance, Bid Item 28 Vibration Monitoring Program, Specification 02 22 13 02 22 13 Demolition Vibration Monitoring, and Specification 02 22 13 02 22 13 Construction Vibration Monitoring.</p> <ul style="list-style-type: none"> ○ Bid item 19 is described as an allowance. Will the owner be providing the allowance amount for the Demolition Vibration Monitoring? ○ Bid Item 28 is not described as an allowance. There is a discrepancy between these two bid items with essentially the same specification and scope. Please resolve this discrepancy. 	<i>Bid Item No. 19 is not an allowance. Refer to description on Bid Form (Attachment A01).</i>
58	Several areas in the proposed sheets indicate work Not in Contract (NIC). Please confirm that this work is not included in the current solicitation and will be performed by others following the completion of phase III of this project.	<i>Refer to Refer to Notes on Demolition Sheet 05 – Dock Facility Existing/Demo Plan (1 of 2) (Attachment C03) for clarity on Not in Contract (NIC) Items.</i>
59	Page 01C07 shows paving details. All details except detail A shows a double layer of geogrid to be used throughout the project. Detail A shows a single layer of geogrid and a single layer of geotextile. Please confirm if we are to use geogrid for the entire job, or if the geotextile is to be used in this situation.	<i>Detail A has been modified to reflect Geogrid. Refer to Note 2 on Construction Drawing Sheet 01C01 – Civil Site Plan (Attachment C10)</i>
60	Please provide clarity on the aggregate to be used on detail A page 01C07. There is also conflicting base material from Limestone aggregate to crushed	<i>Detail A has been updated accordingly to clarify the aggregate to be used. Refer to Note 2 on Construction Drawing Sheet 01C01 – Civil Site Plan (Attachment C10)</i>

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	stone base. Please also confirm the backfill material to be used for "backfilled and compacted" section on said detail.	
61	Please provide information regarding placement of Not in Contract rail at the east end of the project. The installation of the large RCP underneath the rail is drastically different if the rail is placed before the RCP or after. If possible, the best installation method would be for the rail to be installed after the RCP. Please clarify rail installation date.	<i>Refer to Note 2 on Construction Drawing Sheet 01C01 – Civil Site Plan (Attachment C10) for clarity on disposition of existing rail spur.</i>
62	Please indicate if each jacket needs to be filled with grout immediately once set in place or if all jackets may be set and then and then filled with grout	<i>Jackets are to be installed as shown on Construction Drawing Sheet 03S13 – Pile Details, Detail 3 – Detail and in accordance with manufacturer's instructions.</i>
63	When will this project start? It is not clearly defined.	<i>NTP may be issued within one month after Award by Brownsville Navigation District Board of Commissioners. Refer to Agenda (Attachment E01) and Pre-Bid Meeting Slides (Attachment E02).</i>
64	Access to Land and to the Work Art. 4.1 on pg. 9 of Subcontract The Contract is silent as to Access to the Site and the Work. Please confirm that the Owner shall provide uninterrupted access to the Project site and the Work or explain what is intended and identify any known limitations.	<i>Cargo Dock 3 site will be handed to the contractor and they will be responsible to control access at all time. To enter the Port a valid ID must be shown by all personnel at any entrance to the Port. All entry fees on vehicles for this project (material delivery, personnel, etc.) will be waived.</i>
65	Adverse Weather - Table of Expected Days per Month Art. 12.2 on pg. 33 of the General Conditions The Contract Documents appear unclear on dealing with excusable weather delays for adverse weather in excess of anticipated. Please provide the monthly table of expected adverse weather days or confirm that the use of either U.S. Army Corps of Engineers or another government tabulation of expected adverse weather by month for the Project area is acceptable, and, confirm that such adverse weather days in excess of those expected, if any, shall be handled by the parties as an compensable delay, or explain what is intended.	<i>Weather delays are excused from the total working days. All weather days must be requested formally by email and discussed during the biweekly progress meetings where they will be recorded for a final count at the end of the project.</i>
66	Beneficial Occupancy Art. 14.10 on pg. 38 of General Conditions The Contract Documents lack clarity on beneficial occupancy, in part or whole of the Project prior to Substantial Completion. Please confirm that if the Owner takes beneficial occupancy of the Project or any identifiable portion of the Project, such beneficial occupancy shall constitute Substantial Completion of the beneficially occupied portion of the Work and that the Owner shall negotiate with	<i>It is not anticipated that BND will make any use of this dock before the final completion of the project. Warranty obligations will commence when the project has been accepted by the BND Board of Commissioners and TxDOT.</i>

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	<p>Contractor with respect to any impacts of such occupancy, or clarify what is intended.</p> <p>Please confirm that if the Owner takes beneficial occupancy of the Project or any identifiable portion of the Project, such beneficial occupancy shall commence warranty obligations with respect to the occupied portion of the Work, or, if not, clarify what is intended.</p>	
67	<p>Builder's Risk Art. 5.6 on pg. 13 of the General Conditions The Contract Documents appear silent on a Builder's All-Risk Policy. Please confirm that the Owner intends to and shall carry a Builder's All Risk policy in the face amount of the Project until the Project achieves Substantial Completion or until the Owner takes Beneficial Occupancy, whichever is earlier, or, that the Owner will reimburse Contractor for the cost of such Builder's All-Risk policy if carried by the Contractor in the absence of such an Owner policy, or, explain what is intended</p>	<p><i>Cost of builder's risk policy must be subsidiary to the project.</i></p>
68	<p>Changes - Change Orders Art. 10.4 on pg. 27 of the General Conditions The Contract Documents appear unclear on the amount of time for Owner review of a Proposed Change Order. Please confirm that any Proposed Change Order (PCO) delivered by Contractor to Owner shall receive approval or be returned with written comment within fourteen (14) calendar days, or thereafter be considered null and void without further action by either party, unless extended in a signed writing by Contractor before 6:00 PM local time at the Owner's place of business on the 14th day after the date that such PCO was delivered by Contractor to Owner, or identify any other period Owner intends.</p>	<p><i>All change orders must be approved by the Port's Board of Commissioners and TxDOT. Board meetings are held the first and third Wednesday of each month. Any change on the scope of work shall NOT be assumed approved until confirmed in writing.</i></p>
69	<p>Damages - Liquidated ("LDs") Art. 3.2 on pg. 1 of the Agreement Please confirm that Liquidated Damages ("LDs") are the Owner's sole and exclusive remedy with respect to any late substantial completion ("SC") caused solely by Contractor and confirm that the Owner agrees that the Parties shall consider LDs to be direct damages and not to be considered indirect damages, or explain what is intended.</p> <p>The referenced LDs seem inconsistent with the Owner's likely direct costs of a Subcontract-caused delay of Substantial Completion, since those costs</p>	<p><i>Liquidated damages will be charged on a daily basis if contract has not met substantial completion within the time assigned to the contract as specified on the Supplementary General Conditions Art. 10.</i></p>

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	<p>are typically the estimated daily costs of administering the contract work and much lower. Please explain the general support for the daily LD amount, and revise if appropriate, or clarify if LDs are intended to penalize untimely completion.</p> <p>The indicated LDs do not distinguish between extended Substantial Completion and extended Final Completion. The Owner's likely daily costs of administering the Contract close-out after Substantial Completion (or Beneficial Occupancy) are typically de minimis. If there will be LDs after Substantial Completion (or Beneficial Occupancy) for extended Final Completion, please provide that separate, daily extended Final Completion LD amount.</p>	
70	<p>Delay - Excusable (Excess Adverse Weather / Force Majeure)</p> <p>Art. 12.2 on pg. 33 of the General Conditions</p> <p>The Contract Documents lack clarity on the handling of excess adverse weather. Please confirm that the Parties will use a standard calendar of anticipated adverse weather of expected days by month of expected adverse weather and that Contractor shall track, document and present adverse weather in excess of anticipated on a weekly basis for an adjustment of the Contract Time, with such adjustment presented on a monthly basis, or explain what is intended.</p>	<p><i>Weather delays are excused from the total working days. All weather days must be requested formally by email and discussed during the biweekly progress meetings where they will be recorded for a final count at the end of the project.</i></p>
71	<p>Delay - Recovery of Time Obligation</p> <p>Art. 10 on pg. 8 of the Supplemental General Conditions</p> <p>The Contract Documents appear to allow the Owner to direct acceleration without compensation when the cause for critical path delay is by other than the Contractor. Please confirm that the Parties shall negotiate the compensable impacts of any directed or constructive acceleration of the Work except where such acceleration or recovery of delay to the Project critical path due solely to Contractor critical path delay and without corresponding critical path delay by the Owner or others or explain what is intended.</p>	<p><i>As specified on the Supplementary General Conditions Art 10; additional time may be allowed (under certain conditions) and will be requested as a change order. As a change order it will require approval from Board of Commissioners and TxDOT. All request of additional time must be justifiable.</i></p>
72	<p>Disputes</p> <p>The Contract Documents appear unclear on dispute resolution short of arbitration or litigation. Please identify any additional informal or formal</p>	<p><i>The contract documents are governed by the laws of the state of Texas and venue for any lawsuit arising from the contract documents shall lie in Cameron County, Texas. There is no agreement for arbitration. Nothing in the contract documents would prevent the parties, in the event</i></p>

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	method of dispute resolution short of arbitration or litigation.	<i>of a dispute, from making efforts to informally resolve the dispute prior to resorting to litigation, but there is nothing that would require any alternative dispute resolution method other than litigation in Cameron County, Texas.</i>
73	<p>Equipment Control</p> <p>Art. 13.14 on pg. 36 of the General Conditions</p> <p>Article 13.14 on page 36 of the General Conditions indicates that Owner may take control or possession of Contractor's equipment. This would be acceptable as to equipment that is incorporated into the Project, but not as to construction equipment, vehicles and tools. Such an action would violate existing covenants and enforceable agreements and is not permitted. Owner's proper remedy in Default for Work completion is the Performance Bond. Please confirm that Owner will not take possession or control of Contractor's construction equipment, vehicles, or tools, or explain what is intended.</p>	<i>This clause is applicable to projects where equipment is to be installed and/or incorporated into the project site.</i>
74	<p>Materials on Hand / Stored Mat'ls & Pymt for Them</p> <p>The Contract Documents appear unclear on payment for stored materials/material on hand. Please confirm that so long as Contractor stores, segregates and safeguards project materials procured for the Project in a mutually agreed manner and makes such material available for Owner/Client inspection, Contractor may invoice and shall be paid 80% of the cost of such stored material with overhead and profit for such stored materials or explain what is intended.</p>	<i>No materials on hand will be paid for this project.</i>
75	<p>Retainage/Release</p> <p>Art. 35 pn pg. 14 of the Supplementary General Conditions</p> <p>Please indicate whether retainage may be placed by Owner at Contractor's request in an interest earning account until such payment of retainage with interest earned to Contractor or explain why this is not available.</p> <p>Please indicate whether the Owner will consider a retention/retainage bond at Contractor's sole cost in lieu of percentage retainage in order to enhance Contractor cash flow without significant added risk to the Owner or explain why this is not available.</p>	<i>It's the Port's general practice to retain 5% from each invoice and pay this amount with the final invoice and after acceptance of the project.</i>
76	<p>Schedule and Scheduling</p> <p>The Contract Documents are unclear on acceleration. Please confirm that while Contractor shall be responsible for recovery of any Project</p>	<i>No acceleration is compensable to contractor.</i>

BND CARGO DOCK 3 PHASE I & III: DEMOLITION AND CONSTRUCTION**ADDENDUM NO. 2**

	critical path delay caused solely by Contractor, any other directed acceleration or constructive acceleration of the work to achieve the Substantial Completion date shall be compensable to the extent that it requires Contractor to add resources, stack trades or incur additional costs to achieve such required completion, or explain how such acceleration by Contractor is not compensable.	
77	<p>Substantial Completion</p> <p>The Contract Documents are unclear on Substantial Completion. Please confirm that the Contractor shall provide Owner/Client written notice of Substantial Completion, and that the Owner/Client shall, within ten (10) work days of receipt of such written notice, organize its team and conduct a single, joint, pre-final inspection in which the Parties shall annotate any observed punch list items to complete prior to Final Completion; that Owner/Client shall promptly provide Contractor such written punch list; and, that once Contractor completes the punch list work and notifies Owner in writing, Owner/Client shall conduct a follow-up inspection of the Work to confirm punch list completion. Upon verification that punch list work is properly complete, the Owner/Client shall issue Contractor a letter of written of Substantial Completion within three (3) business days. If any other procedure is intended, please explain.</p>	<p><i>After the contractor notifies by email and in progress meetings the substantial completion of the project, BND, engineering consultant and contractor will schedule a site visit and pre-final inspection to generate a punch list of pending items. After all items are completed, the substantial completion will be met.</i></p>
78	<p>Warranty</p> <p>The Contract Documents do not appear clear on warranty obligations. Please confirm that the warranty period is one year running from the date of Substantial Completion or explain what is intended.</p>	<p><i>Basic warranty obligations are for one year; unless this is negotiated during construction period.</i></p>
79	<p>Is Builder's Risk or OCIP Insurance required?</p>	<p><i>Yes, builder's risk is required and should be subsidiary to the estimate provided by contractor.</i></p>
80	<p>In drawing sheets 03S22 and 03S23, the performance values differ from those stated in the specification, Section 35 59 13.16, page 9. Please confirm which performance parameters we should consider for designing the fendering system?</p>	<p><i>Bid the noted items as specified on the Construction Drawing Sheet 03S22 – Ship Fender System and Construction Drawing Sheet 03S23 – Barge Fender System.</i></p>
81	<p>Please confirm if the shear rings for the piling were furnished/installed in Phase II of the project.</p>	<p><i>The shear rings are not provided with the Owner-furnished pipe piles.</i></p>
82	<p>Please confirm that the strand pattern for the panels is 34 PCS ½" and that section D on sheet 03S20 is just a standard detail showing elevations</p>	<p><i>Section D on sheet 03S20 is a standard detail of stand layout. The table on sheet 03S20 presents the stand layout information that corresponds to section D.</i></p>

BND CARGO DOCK 3 PHASE I & III: DEMOLITION AND CONSTRUCTION**ADDENDUM NO. 2**

83	Please provide a reference to where strand locations are in prestressed deck panels or clarify if these are assumed to be all centered.	<i>The table on sheet 03S20 presents the stand layout information that corresponds to section D. The stands shall be placed symmetrical about the center of the panel at the levels shown.</i>
84	Would it be possible to redesign the strand pattern to .6 to have less strand per panel?	<i>Bid as specified.</i>
85	On page 02S03, there is a small aggregate area located behind the proposed trench drain on the back side of the landside platform. Please provide details for this section.	<i>The noted area behind the proposed trench drain represents backfill needed upon installation of the proposed trench. The material specifications are shown on sheet 02S03.</i>
86	Precast Panel Detail calls out 3, 11, and 21 which would mean that the panels have a center strand, but the detail does not show a center strand. Please clarify or provide additional details.	<i>The stands shall be placed symmetrical about the center of the panel at the levels shown on sheet 03S20.</i>

Bid Form

BND CARGO DOCK NO. 3 - PHASE I & III: DEMOLITION AND CONSTRUCTION

Place: Board of Commissioners - Brownsville Navigation District
1000 Foust Road
Brownsville, Texas 78521

Due Date: Before **4:00 P.M., Tuesday, June 17, 2025.**

Proposal of _____ hereinafter called BIDDER, a corporation organized and existing under the laws of the State of _____, or a partnership or an individual doing business as _____.

To: The Brownsville Navigation District, Texas, hereinafter called OWNER.

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the “**BND CARGO DOCK NO. 3 - PHASE I & III: DEMOLITION AND CONSTRUCTION**” project, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the attached unit prices. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” to be issued by the OWNER and to fully complete the project within (560) five hundred and sixty calendar days, as defined in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of one thousand (\$1,000.00) dollars for each consecutive calendar day thereafter as hereinafter provided in Article 3 of the Agreement.

BIDDER agrees to perform all work for which he contracts as described in the specifications and as shown on the plans, for the attached unit prices:

SUBCONTRACTORS. BIDDER proposes that he will perform the majority of the work at the project site with his own forces and that specific portions of the work not performed by the BIDDER will be subcontracted and performed by the following subcontractors.

Subcontracted Work	Name of Subcontractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION****BID FORM****BND CARGO DOCK NO. 3 - PHASE I & III: DEMOLITION AND CONSTRUCTION**

BIDDER Agrees to perform all the work described in the Contract Documents
for the following Unit Prices (which include any and all applicable taxes and fees):

Tuesday June 17, 2025.

ITEM	DESCRIPTION	EST QTY	UNIT COST	AMOUNT
MOBILIZATION AND DEMOBILIZATION				
1	MOBILIZATION	1 LS		
2	DEMOBILIZATION	1 LS		
SUBTOTAL MOBILIZATION AND DEMOBILIZATION (ITEMS 1 AND 2):				
CARGO DOCK 3 PHASE I: DEMOLITION				
3	SILT FENCING	1,100 LF		
4	PILE SUPPORTED DOCK DEMO (EXCLUDING PILE REMOVAL)	1 LS		
5	PILE SUPPORTED DOCK DEMO (REINF. CONC. PILINGS FULL EXTRACTION)	178 EA		
6	PILE SUPPORTED DOCK DEMO (REINF. CONC. PILINGS CUT AND REMOVAL)	423 EA		
7	REMOVE DIVE REPORT SUBMERGED ITEMS AND DEMOLITION DEBRIS AT MUDLINE	1 LS		
8	RAILROAD TRESTLE DEMOLITION (EXCLUDING PILE REMOVAL)	1 LS		
9	RAILROAD TRESTLE (REINFORCED CONCRETE PILINGS FULL EXTRACTION)	4 EA		
10	RAILROAD TRESTLE (REINFORCED CONCRETE PILINGS CUT AND REMOVAL)	92 EA		
11	LANDSIDE PLATFORM DECK/PAVING AREA DEMOLITION	1 LS		
12	SHORELINE RIP RAP AND SHORELINE DEBRIS REMOVAL	1 LS		
13	LANDSIDE TIMBER AND MISCELLANEOUS ITEMS REMOVAL	1 LS		
14	TRANSPORT CONC. TO STORAGE FOR FURTHER CUTTING (ASSUME 3 MILES EA WAY)	1 LS		
15	TRENCH EXCAVATION SAFETY PROTECTION	1 LS		
16	RESHAPE SLOPE AT TRESTLE FOOTING AREA	1 LS		
17	HYDROMLCH SEEDING	1 LS		
18	REMOVAL & DISPOSAL OF UTILITY POLE – ABANDONED (ALLOWANCE)	1 LS		
19	VIBRATION MONITORING PROGRAM	1 LS		

**BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION**
BID FORM

ITEM	D E S C R I P T I O N	EST QTY	UNIT COST	AMOUNT
20	PRE-DEMOLITION MARINE SURVEYS			
20A	MULTI-BEAM BATHYMETRIC SURVEY	1 LS		
20B	SIDE SCAN SONAR SURVEY	1 LS		
20C	MAGNETOMETER SURVEY	1 LS		
20D	DIVE SURVEY	1 LS		
20E	ABOVE-WAER INSPECTION (RAIL TRESTLE PILES)	1 LS		
20F	RAIL TRESTLE EXISTING SURVEY	1 LS		
21	POST DEMOLITION MARINE SURVEY			
21A	MULTI-BEAM BATHYMETRIC SURVEY	1 LS		
21B	SIDE SCAN SONAR SURVEY	1 LS		
21C	MAGNETOMETER SURVEY	1 LS		
22	POST -CONSTRUCTION MARINE SURVEYS			
22A	MULTI-BEAM BATHYMETRIC SURVEY	1 LS		
22B	SIDE SCAN SONAR SURVEY	1 LS		
22C	MAGNETOMETER SURVEY	1 LS		
22D	DIVE SURVEY	1 LS		
23	POST-CONSTRUCTION TOPOGRAPHIC SURVEY	1 LS		

SUBTOTAL BASE BID (ITEMS 3 TO 23):

ADDITIVE BID ITEMS				
24	STANDBY TIME (ASSOCIATED WITH MARINE SIDE WORKS)	1 HR		
25	STANDBY TIME (ASSOCIATED WITH LAND SIDE WORKS)	1 HR		

SUBTOTAL FOR ADDITIVE ITEMS (ITEMS 24 AND 25):

ALTERNATE BID ITEMS				
26	CUT CONCRETE DOWN TO 36" (SEE NOTE C2 ON SHEET 02)	1 LF		

SUBTOTAL FOR ALTERNATIVE ITEM (ITEM 26):

CARGO DOCK 3 PHASE III: CONSTRUCTION				
27	RECEIPT FROM PORT, INSPECTION, AND TRANSPORTATION OF PILES TO PROJECT SITE	1 LS		
28	VIBRATION MONITORING PROGRAM	1 LS		
29	SOIL EXCAVATION AND OFF-SITE DISPOSAL	20,100 CY		
30	BACKFILL WITH SPECIFIED FILL MATERIAL	10,400 CY		
31	WATERSIDE PLATFORM PILES (INCLUDES SHEAR RINGS)			

**BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION****BID FORM**

ITEM	D E S C R I P T I O N	EST QTY	UNIT COST	AMOUNT
31A	INSTALL WATERSIDE PLATFORM PILES (INCLUDES SHEAR RINGS)	207 EA		
31B	UTILIZE BUBBLE CURTAIN SYSTEM DURING WATERSIDE PILE INSTALLATION	1 LS		
32	PDA TESTING OF WATERSIDE PLATFORM TEST PILES	22 EA		
33	FURNISH AND INSTALL PILE JACKETS FOR WATERSIDE PLATFORM PILES	207 EA		
34	FURNISH AND INSTALL PILE CAPS, INCLUDING PRECAST PILE CAPS AND CAST-IN-PLACE REINFORCED CONCRETE CLOSURE PLACEMENT	23 EA		
35	FURNISH AND INSTALL PRECAST PRESTRESSED DECK PANELS	550 EA		
35A	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE FOR WATERSIDE PLATFORM (PILE PLUGS, CAP CLOSURE, TOPPING SLAB, BULL RAIL)	4,000 CY		
36	FURNISH AND INSTALL BULL RAIL EDGE ARMORING	1 LS		
37	FURNISH AND INSTALL EXPANSION JOINT	1 LS		
38	FURNISH AND INSTALL FENDER SYSTEMS	23 EA		
39	FURNISH AND INSTALL WATERSIDE PLATFORM MOORING BOLLARDS	9 EA		
40	INSTALL LANDSIDE PLATFORM PILES (INCLUDES SHEAR RINGS)	276 EA		
41	PDA TESTING OF LANDSIDE PLATFORM TEST PILES	13 EA		
42	— BID ITEM NOT USED --			
43	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE FOR LANDSIDE PLATFORM/SLAB	3,400 CY		
44	INSTALL MOORING STRUCTURE (MS1 & MS2) PILES (INCLUDES SHEAR RINGS)	12 EA		
45	PDA TESTING OF MS1 & MS2 TEST PILES	2 EA		
46	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE PILE CAP/SLAB FOR MS1 & MS2	240 CY		
47	FURNISH AND INSTALL MOORING BOLLARDS FOR MS1 & MS2	2 EA		
48	18" DIAMETER REINFORCED CONCRETE PIPE (Class III)	325 LF		
49	24" DIAMETER REINFORCED CONCRETE PIPE (Class III)	83 LF		
50	30" DIAMETER REINFORCED CONCRETE PIPE (Class III)	234 LF		

**BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION****BID FORM**

ITEM	D E S C R I P T I O N	EST QTY	UNIT COST	AMOUNT
51	PROPOSED TRENCH DRAIN	570 LF		
52	TRENSCH SAFETY (STORM WATER INLETS AND MANHOLES)	3 EA		
53	TRENCH SAFETY (STORM WATER LINE)	477 LF		
54	PROPOSED 3' X 3' GRATE INLET	1 EA		
55	PROPOSED 10' X 6' JUNCTION BOX W/MANHOLE	1 EA		
56	6" CONCRETE CURB	155 LF		
57	PROPOSED S.E.T. (18")	1 EA		
58	IN SM RD SN SUP & AM TY 10BWG (1)Sa(P)	3 EA		
59	REMOVAL OF EXISTING 18" STORM DRAINPIPE	270 LF		
60	-- BID ITEM NOT USED --			
61	TYPE D HOT-MIX ASPHALTIC CONCRETE PAVEMENT (5") (INCL TACK COAT)	3154 SY		
62	TYPE B HOT-MIX ASPHALTIC CONCRETE PAVEMENT (5")	3154 SY		
63	PRIME COAT (MC-30)(0.15 Gal/SY)	475 GAL		
64	LIMESTONE BASE (18")(Ty A)(Gr1-2)	3375 SY		
65	TENSAR TX5 GEOGRID OR APPROVED EQUAL	3354 SY		
66	8" COMPACTED SUBGRADE	3385 SY		
67	10" CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	210 SY		
68	EDGE BACKFILL AND COMPACTION	186 SY		
SUBTOTAL FOR CARGO DOCK 3 PHASE III: CONSTRUCTION (ITEMS 27 TO 68):				

**BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION****BID FORM**

BIDDER Acknowledges receipt of the following addenda:

Addendum No. 1 (5/21/25)Addendum No. 2 (5/29/25)

In case of discrepancy, the unit price amount shall govern.

The above included prices shall include all labor, materials, excavation, bailing, shoring, removal, backfill, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds and Insurance Certificates as required under the GENERAL CONDITIONS. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the contract, bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the contract and delivering the approved bonds and insurance certificates.

Respectfully submitted,

By: _____

Seal affixed here
if BID is by a
Corporation

Title_____
Address

Attest: _____

SECTION 01 06 00

SPECIAL CONDITIONS

PART 1 GENERAL

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1.0 TESTING

All testing required by specification shall be paid for by the CONTRACTOR. The OWNER reserves the right to perform independent testing. Such testing by OWNER does not relieve the Contractor from testing as required by the specifications.

2.0 JOBSITE SAFETY

- A. The CONTRACTOR and Subcontractors are obligated to operate the job in accordance with the General Conditions of the contract and OSHA regulations. The CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act.
- B. The CONTRACTOR is advised that they shall provide for:
 - 1. Means for assuring that all workmen have, or are provided with, knowledge of how to do their job safely;
 - 2. Means of keeping the job in a state of good housekeeping;
 - 3. Free and easy access to and around the job;
 - 4. Sufficient fire protection facilities, including water supply;
 - 5. Methods of controlling temporary heaters;
 - 6. Safe operations around power lines;
 - 7. Ample protection and safety equipment; and
 - 8. Reporting of accidents to the OWNER
- C. The OWNER will report all serious accidents to the EDA Regional Office.
- D. Compliance with Federal, State, and local regulations is required under the terms of the contract. The handling and storage of explosives, operation of steam boilers, operation of cranes in the vicinity of power lines, operations of mines and quarries, and other related activities normally require State permits and inspection which must be obtained by the CONTRACTOR.
- E. The CONTRACTOR is solely responsible for Jobsite Safety. The OWNER is not responsible for Jobsite Safety, or the Safety of other offsite locations.

3.0 CONTRACTOR'S SUPERINTENDENT'S FIELD OFFICE

- A. Establish at site of Project.
- B. Equipment: Telephone, telecopy, mailing address, and sanitary facilities.
- C. Assure attendance at this office during the normal working day.
- D. At this office, maintain complete field file of Shop Drawings, posted Contract Drawings and Specifications, and other files of field operations including provisions for maintaining "Red-line Drawings."
- E. Remove field office from site upon acceptance of the entire work

by the OWNER.

3.1 OWNER'S REPRESENTATIVE AND FIELD OFFICE

The CONTRACTOR shall furnish a trailer for the OWNER's representative. The trailer shall be a minimum of 8 ft by 20 ft space and shall include two desks and chairs, one file cabinets, and a conference table with two chairs. It shall have electricity and air conditioning. The CONTRACTOR shall provide a \$5000 allowance for computer and IT support. Restroom facilities shall be provided. The CONTRACTOR shall be responsible for cleaning service once a week, and maintenance of the trailer and its services for the duration of the project. The door lock is to be on the outside and all keys provided to the OWNER. Office shall be within the fenced project limits. The trailer needs to meet all applicable codes. The trailer needs to come with hurricane tie-downs and the CONTRACTOR is responsible to tie the trailer down.

4.0 PROTECTION OF EXISTING EQUIPMENT, STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall use care during construction. Should damage occur to any equipment, structures, or utilities, the CONTRACTOR shall contact the OWNER immediately. All repairs shall be at the CONTRACTOR's expense. Utility locations have not been field verified. It shall be the CONTRACTOR's responsibility to verify existing equipment, structures, and the condition of existing utilities and locations thereof prior to bidding.
- B. The drawings show the locations of all known surface structures pertinent to the work. In the case of underground or underwater obstructions such as existing water, sewer, storm sewer, gas, electrical lines, piling, debris, or partial structures that are not shown on the drawings, their location is not guaranteed. The OWNER assumes no responsibility for failure to show any or all these structures on the drawings or to show them in their exact location. Failure to show will not be considered sufficient basis for claims for additional compensation for extra work in any manner whatsoever, unless the obstruction encountered in such as to necessitate substantial changes in the lines or grades, or requires the building of special work for which no provision is made in the drawings and which is not essentially subsidiary to some item of work for which provision is made. It is assumed that as elsewhere provided the CONTRACTOR has thoroughly inspected the site, is informed as to the correct location of surface structures, and has included the cost of such incidental work in the price bid, and has considered and allowed for all foreseeable incidental work due to variable subsurface conditions, whether such conditions and such work are fully and properly described on the drawings or not. Minor changes and variations of the work specified and shown on the drawings shall be expected by the CONTRACTOR and allowed for as incidental to the satisfactory completion of a whole and functioning work or improvement.
- C. The CONTRACTOR shall maintain sufficient clearance between his equipment and existing structures or adjacent property, or portions thereof, and utilize precautionary devices or other means, as necessary. Should the CONTRACTOR allow the equipment to come in contact with any portion of these existing features or structures,

repairs to the damaged areas shall be made by the CONTRACTOR to the satisfaction of the OWNER ,at no additional cost to the OWNER.

5.0 MISPLACED MATERIAL

- A. Should the CONTRACTOR, during the progress of the construction, lose, dump, throw overboard, sink, or misplace any material, plant, machinery or appliance, which in the opinion of the OWNER, is not acceptable, and/or may be dangerous to or obstruct navigation, the CONTRACTOR shall recover and remove the same with the utmost dispatch. The CONTRACTOR shall give immediate notice, with description and location of such objects, until the same are removed. Should he refuse, neglect or delay compliance with the above requirements, such objects may be removed by the OWNER, and the cost of such removal shall be borne by the CONTRACTOR, or may be recovered under his bond. The liability of the CONTRACTOR for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the river and Harbor Act of 1899 (33 U.S.C. 410 et seq).

6.0 SIGNAL LIGHTS

- A. The CONTRACTOR shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International - Inland (COMDTINST M16672.2) or 33CFR81 Appendix A (International) and 33 CFR 84 through 89 (Inland) as applicable.

7.0 CHANNEL TRAFFIC

- A. Traffic in the Brownsville Ship Channel and Turning Basin consists of seagoing vessels, ships, tankers, cargo vessels, small boats of various sizes, tugs and tows consisting of a tug and one or more barges. These vessels produce large wakes and/or surges. The CONTRACTOR is informed that channel traffic may interfere with construction to some extent, and allowances for this shall be included in the CONTRACTOR's Bid.
- B. The CONTRACTOR will be required to conduct the work in such manner as to obstruct navigation as little as possible. If the CONTRACTOR's plant does obstruct the Channel and makes traffic movement difficult or endangers the passage of vessels, said plant shall be promptly moved on the approach of any vessel to the extent necessary to afford a practicable passage. The CONTRACTOR

is encouraged to contact the Harbormaster prior to bidding, and inform himself as to the conditions to be expected. Upon the completion of the work, the CONTRACTOR shall promptly remove his plant, including ranges, buoys, piles, other markers, temporary structures, embankments, berms, swales, levees or other temporary features to assist in construction placed by him under the contract.

8.0 PHYSICAL DATA

- A. Information furnished below is for the CONTRACTOR's review. However, it is expressly understood that the OWNER will not be responsible for any interpretation or conclusion drawn therefrom by the CONTRACTOR. The OWNER also shall not be responsible for any lack of information herein pertaining to physical conditions of the site. The CONTRACTOR shall make every effort possible to familiarize himself with and research the conditions to be expected at the site.
1. Tidal Conditions: Under ordinary conditions, the mean monthly tidal range is about one and one-half feet. The height of tide is largely dependent on the force, direction and duration of the wind. Strong northerly winds may depress the water surface as much as, and in some instances more than, three feet below mean low tide; while south-easterly winds may raise the water surface as much as, and in some instances more than, three feet above mean low tide (exclusive of tropical storm activity).
 2. Project Location: The Brownsville Ship Channel is located on the south coast of Texas, about 3.5 miles north of the Rio Grande River, which forms the boundary between the United States and Mexico, and about 125 miles south of Port Aransas, Texas. The work site is at the turning basin of the Brownsville Ship Channel.
 3. The CONTRACTOR is notified that construction will occur adjacent to active, existing marine and waterfront facilities.
 4. The site is adjacent to the Brownsville Ship Channel, and subsurface groundwater conditions and elevations will change. The CONTRACTOR shall include all costs for any expected dewatering in his bid. Changes in groundwater elevations shall not be just cause for increased compensation.

9.0 USE OF THE SITE

- A. The work will be carried out in an active Port. The CONTRACTOR shall coordinate their operations with the Harbormaster, and notify the Harbormaster and the local Coast Guard office five (5) days prior to beginning work at the site. The Port shall remain functional and open to traffic at all times. Work shall not interfere with the operations of adjacent existing dock facilities. Coordinate sequence of construction activities with scheduled dock operation activities.

- B. The CONTRACTOR shall keep the adjoining streets free of tracked and/or spilled materials going to or from the construction area. Hand labor and/or mechanical equipment shall be used where necessary to keep these roadways clear of job-related materials

10.0 PROTECTION OF JOB SITE

- A. The CONTRACTOR shall be responsible for protection of the job site. The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the property of himself or any other person, as a result of his operations hereunder. Drawings and specifications as well as any additional information concerning the work to be performed passing from or through the OWNER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, formwork, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

11.0 HORIZONTAL AND VERTICAL CONTROL

- A. OWNER's Responsibilities: At such times as he may elect, the OWNER may conduct surveys to check conformance of the work with required lines, grades or quantities. OWNER provided project benchmarks and control points are as indicated on the drawings.
- B. CONTRACTOR's Responsibilities: The CONTRACTOR shall provide any and all construction staking, baselines or reference points that may be required by his operations to ensure conformance with the lines and grades shown on the drawings. It shall also be responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the OWNER until authorized to remove them. If such marks are destroyed by the CONTRACTOR through his negligence prior to their authorized removal, they may be replaced at the discretion of the OWNER. The expense of replacement will be deducted from any amounts due, or to become due to the CONTRACTOR.

The CONTRACTOR's responsibility for verifying conditions is defined in General Conditions Article 4. The CONTRACTOR shall establish from information on the drawings all lines, grades, and levels and will be responsible for maintenance and accuracy thereof. The CONTRACTOR shall employ an experienced, registered surveyor or ENGINEER, registered in the State of Texas, to establish alignment and control, elevations for excavations, and layout facilities from the information provided on the drawings.

12.0 SANITARY FACILITIES

- A. The CONTRACTOR shall furnish, install and maintain sanitary facilities for the workers and Owner's representative. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

13.0 ASSIGNMENT OR NOVATION

- A. The CONTRACTOR shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the OWNER; provided, however, that assignments to banks or other financial institutions may be made without the consent of the OWNER. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the CONTRACTOR's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

14.0 LOSS FROM NATURAL CAUSES

- A. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances, or from unusual circumstances, or from unusual difficulties encountered in the prosecution of the work shall be sustained by the CONTRACTOR at his own expense.

15.0 NON-LIABILITY OF THE BOARD OF COMMISSIONERS

- A. It is understood and agreed that the members of the Board of Commissioners of the Brownsville Navigation District of Cameron County, Texas are contracting here only in their capacities as Commissioners, and neither they nor the Navigation District shall be liable hereunder for any amount of money, except insofar as same may be paid from accumulated revenues of the Port of Brownsville or the proceeds of revenue bonds issued by said District.

16.0 SCHEDULING OF WORK

- A. In general, the CONTRACTOR shall be responsible for scheduling his own work. However, there are scheduling milestones and/or stipulations that the CONTRACTOR shall abide by which are:

1. OWNER's on-site representative will be on-site for only 40 hours per week. The CONTRACTOR shall allow OWNER's on-site representative the opportunity to observe and review any below grade work prior to that work being backfilled.
2. Other work may be scheduled at the CONTRACTOR's option.
3. OWNER's on-site representative will be given a minimum of 24-hour notice for all testing. The OWNER's on-site representative will be present for all testing that will be used as acceptance of work performed. No testing will be scheduled outside of normal working hours.

17.0 BID PROTEST PROCEDURE

- A. In the event that a bidder wishes to protest the award of a contract by the Brownsville Navigation District, the following procedure shall be followed. The bidder wishing to protest the award must submit a written Notice of Intent to Protest. In this protest, the bidder must state the reason for the protest and state all reasons why the award should not be approved. This written notice must be addressed to Mr. John Wood, Brownsville Navigation District, 100 Foust Road, Brownsville, Texas 78521, and received at least seven (7) days prior to the date of the meeting of the Board of Commissioners at which award of the contract is scheduled to take place. Bidders failing to submit a protest as specified above may not be afforded an opportunity to speak before the Board of Commissioners related to award of the contract.

18.0 WORKER SAFETY REQUIREMENTS FOR EXCAVATION AND TRENCHING OPERATIONS

- A. Worker Safety in excavations and trenches shall be provided by the CONTRACTOR in accordance with Occupational Safety and Health Administration (OSHA) Standards, 29 CFR Part 1926, Subpart P - Excavations, Trenching, and Shoring.
- B. It is the sole responsibility of the CONTRACTOR, and not the OWNER, to determine and monitor the specific applicability of a safety system to the field conditions to be encountered on the job site during the project.
- C. The CONTRACTOR shall indemnify and hold harmless the OWNER from all damages and cost that may result from failure of methods or equipment used by the CONTRACTOR to provide for worker safety.
- D. Trenches as used herein shall apply to any excavation into or around which structures, utilities, or sewers are placed in excess of five feet in depth.

19.0 SPECIFIC REQUIREMENTS

- A. All subcontracts must contain a nondiscrimination clause.
- B. Each subcontract must contain a requirement for compliance with the

Davis-Bacon and related Acts.

- C. Each subcontractor must submit each week payroll records and a weekly statement of compliance. These documents should be submitted to the prime CONTRACTOR. The subcontractor can satisfy these requirements by submitting a properly completed Department of Labor Form WH-347.
- D. Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.
- E. Each subcontractor must be required to maintain weekly payroll records. These records are to be retained for a period of three years from the date of completion of the project audit. Each subcontractor must also be required to furnish a copy of each payroll to the OWNER. The OWNER may check payrolls to assure the following:
 - 1. wage rate and fringe benefits paid agree with the Department of Labor or applicable State wage decision (see Exhibit A attached); and
 - 2. name, address, and Social Security Number is shown for all employees

20.0 TARIFFS AND FEES

- A. The following tariffs/fees associated with the construction will be waived:
 - 1. BND water usage fees
 - 2. BND daily entrance permit (truck deliveries of product)
 - 3. BND Wharfage fees (charge for bringing project materials across docks)
 - 4. The Port will waive dockage fees for its facilities. However, the loading & unloading at any of the Port docks must be done by Stevedores, who will charge their rates. CONTRACTOR cannot load or unload with their own personnel.
- B. The following tariffs/fees associated with the construction will be the responsibility of the CONTRACTOR:
 - 1. Electrical service fees. CONTRACTOR will require a temporary meter and is responsible for electrical usage
 - 2. Vessel Dockage fees (shipping fees charged by suppliers) will be at the discretion of the suppliers/delivery company.

21.0 SPECIAL CONSIDERATIONS

- A. CONTRACTOR shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the site.

- B. Maintain conditions of access road to site such that access is not hindered as the result of construction related deterioration.
- C. Repair to original or better condition any existing improvements or property damaged during construction, at no expense to the OWNER.

22.0 HISTORICAL AND ARCHAEOLOGICAL

- A. If, during the course of construction, evidence of deposits of historical or archeological interest is found, the CONTRACTOR shall cease operations affecting the find and shall notify OWNER. No further disturbance of the deposits shall continue until the CONTRACTOR has been notified by OWNER that CONTRACTOR may proceed. OWNER will issue a notice to proceed after appropriate authorities have surveyed the find and made a determination to OWNER. Compensation to the CONTRACTOR, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents. The site has been previously investigated and has no known history of historical or archaeological finds.

23.0 MISCELLANEOUS

- A. A government issued identification card with photograph is required to access inside the Port.
- B. All work must be performed within a secured fenced area. Installation, extensions, and removal of fence are to be coordinated with the Harbormaster.
- C. A Transportation Worker Identification Card (TWIC) and escort endorsement is needed when workers are within the Cargo Dock No. 3 secured area. Any entry into the secured area is to be coordinated in advance with the Harbormaster. The Harbormaster will identify security and identification requirements on a case-by-case basis.
- D. Road closures for installation of utilities are to be coordinated in advance with the OWNER. Rail closures for utility borings and other adjacent work are to be coordinated in advance with the OWNER. The OWNER will identify security and identification requirements on a case-by-case basis.
- E. CAD files will not be provided to Bidders.
- F. Epoxy coated rebar is not required.
- G. No water meter fees shall be charged. The Port will provide the meters. The CONTRACTOR is responsible for payment of water consumption.
- H. The material specified for fill behind the bulkhead is self-

compacting when placed below water. Two-foot lifts indicate the placement thickness.

- I. Excavated fill from the project site shall not be used as fill behind the bulkhead.

- J. Street Cleaning:

The CONTRACTOR shall keep the adjoining streets free of tracked and/or spilled materials going to or from the construction area. Hand labor and/or mechanical equipment must be used where necessary to keep these roadways clear of job-related materials. Such work must be completed without any increase in the Contract price.

Streets and curb line must be cleaned at the end of the workday or more frequently, if necessary. No visible material that could be washed into storm sewer is allowed to remain on the Project site or adjoining streets.

CONTRACTOR shall clean work area of all engine oil, transmission and hydraulic fluids or other unsightly material prior to completing work.

Any determination as to when streets and curbs require clearing and cleaning due to any tracking or spilled materials falls entirely to the OWNER only. The OWNER will also be the sole judge in determining when the tracked or spilled materials have been satisfactorily cleaned or cleared from.

- K. The laydown and stockpile area for materials, project trailers, and any other project related items will be contained within the project limits. Limits are as identified in the drawings.

To protect the site, install construction fencing. Maintain the fencing for the duration of the project. All construction materials for fencing shall be hot dip galvanized. Utilize typical fence post mounting details. All access points (vehicle and personnel) shall be approved by the OWNER.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

- - End of Section - -

SECTION 01 12 00

PERMITS

PART 1 GENERAL

1.1 OWNER-OBTAINED PERMITS

- a. The Owner has a permit associated with this project: Exhibit A - U.S. Army Corps of Engineers (USACE) Permit SWG-2022-00476; Nationwide Permit Verification.
- b. A copy of the permit is attached at the end of this Section. The Contractor shall comply with all provisions and special conditions contained in the Permit. Where dimensions or configurations conflict between the construction drawings and the permit drawings, the dimensions or configurations shown on the construction drawings shall govern.
- c. Contractor shall file all required notifications with the regulatory agencies.

1.2 CONTRACTOR-OBTAINED PERMITS

- a. Any other necessary permits not mentioned in Paragraph 1.1 shall be the responsibility of the Contractor.
- b. For all Contractor-obtained permits, Contractor shall make application for and pay for any necessary permit fees, temporary or permanent utility interruption fees, and/or relocation fees.

1.3 SUBMITTALS

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

SD-03 Product Data
Silt Fencing
Bubble Curtain

PART 2 PRODUCTS

2.2 SILT FENCING

- a. As a special condition of the Permit, Contractor shall provide silt fencing along the shoreline of the project limits. Refer to and adhere to TXDOT drawing EC(1)-09, "Temporary Erosion Sediment and Water Pollution Control Measures - Fence & Baled Hay."

2.3 BUBBLE CURTAIN

- a. As a special condition of the Permit, Contractor shall provide

unconfined bubble curtains around water-based equipment during pile driving operations.

- b. General - An unconfined bubble curtain is composed of an air compressor(s), supply lines to deliver the air, distribution manifolds or headers, perforated aeration pipe, and a frame. The frame facilitates transport and placement of the system, keeps aeration pipes stable, and provides ballast to counteract the buoyancy of the aeration pipes in operation.
- c. The aeration pipe system shall consist of multiple layers of perforated pipe rings, stacked vertically in accordance with the following:

WATER DEPTH (m) [ft]	NUMBER OF LAYERS
0 to less than 5 [16.4]	TWO (2)
5 [16.4] to less than 10 [32.81]	FOUR (4)
10 [32.81] to less than 15 [49.21]	SEVEN (7)
15 [49.21] to less than 20 [65.62]	TEN (10)
20 [65.62] to less than 25 [82.02]	THIRTEEN (13)

- d. The pipes in all layers shall be arranged in a geometric pattern which shall allow for the pile being driven to be completely enclosed by bubbles for the full depth of the water column and with a radial dimension such that the rings are no more than 0.5m (19.70 inches) from the outside surface of the pile.
- e. The lowest layer of perforated aeration pipe shall be designed to ensure contact with the substrate without burial and shall accommodate sloped conditions.
- f. Air holes shall be 1.6mm [1/16-inch] in diameter and shall be spaced approximately 20mm [3/4-inch] apart. Air holes with this size and spacing shall be placed in four adjacent rows along the pipe to provide uniform bubble flux.
- g. The system shall provide a bubble flux of 3.0 cubic meters per minute per linear meter of pipe in each layer [32.91 cubic feet per minute per linear foot of pipe in each layer]. The total volume of air per layer is the product of the bubble flux and the circumference of the ring:

$$V_t = 3.0\text{m}^3/\text{min}/\text{m} * \text{Circumference of the aeration ring in m}$$

or

$$V_t = 32.91\text{ft}^3/\text{min}/\text{ft} * \text{Circumference of the aeration ring in ft}$$

- h. Meters shall be provided as follows:

1. Pressure meters shall be installed at all inlets to aeration pipelines and at points of lowest pressure in each branch of the aeration pipeline.
2. Flow meters shall be installed in the main line at each compressor and at each branch of the aeration pipeline at each inlet. In applications where the feed line from the compressor is continuous

from the compressor to the aeration pipe inlet the flow meter at the compressor can be eliminated.

3. Flow meters shall be installed according to the manufacturer's recommendation based on either laminar flow or non-laminar flow.

PART 3 EXECUTION

3.1 SILT FENCING

- a. As a special condition of the Permit, Contractor shall provide, install, and maintain silt fencing along the shoreline of the project limits. Silt fencing will be installed to minimize potential entanglement by protected species and weekly inspections will occur, with all damaged gear repaired or removed. Upon receipt of Substantial Completion authorization, remove silt fencing from the project site and dispose of in its entirety.

3.2 BUBBLE CURTAIN

- a. As a special condition of the Permit, Contractor shall provide bubble curtains around water-based equipment during pile driving operations. Impact driving shall not take place between one hour after sunset and one hour before sunrise.

3.3 COMPLIANCE WITH ENDANGERED SPECIES ACT

- a. As a special condition of the Permit, Contractor must comply with the Endangered Species Act for sea turtles, manta rays, and manatees. Contractor must comply with the NOAA Fisheries Protected Species Construction Conditions and Vessel Strike Avoidance Measures. The Contractor shall:
 1. be informed of the requirements of the permit, the methodology of identification, and protocols for witnessing, protecting, and reporting protected species listed above;
 2. be responsible for observing during water-related activities for the presence of protected species;
 3. implement all appropriate precautions if protected species are seen within 100-yards of daily construction operation or vessel movement;
 4. cease work if protected species are seen within 50-foot radius (buffer zone) of active work area and only continue after protected species have departed the project area of its own volition;
 5. immediately report collisions with, injury to, or sighting of protected species;
 6. conduct all work during daylight hours;
 7. provide installation, utilization, maintenance, and removal post-construction of silt fencing along the shoreline and bubble curtains around water-based equipment during pile driving operations;
 8. Operate at the minimum safe speed and maintain vigilant watch for protected species to avoid striking them;
 9. Operate at idle/no wake speeds while in any project construction areas, in water depths where the draft of the vessel provides less than four feet of clearance from the bottom, or in all depths after a protected species has been observed and has recently departed the area; and

10. When dolphins are bow- or wake-riding, maintain course and speed as long as it is safe to do so or until the animals leave the vicinity of the vessel.

- - End of Section - -



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

March 25, 2025

Corpus Christi Regulatory Field Office

SUBJECT: Permit No. SWG-2022-00476; Nationwide Permit Verification

Port of Brownsville
POC: Ariel Chavez
1000 Foust Road
Brownsville, Tx 78521

Dear Mr. Ariel Chavez:

This is in reference to your March 22, 2024 request, submitted on your behalf by HDR, Inc, Alexandra Austin, to demolishing the existing Cargo Dock 3 and adjacent abandoned rail trestle and replacing them with a similar pile-supported dock and bulkhead within the existing dock footprint. The existing dock includes a waterside concrete pile-supported platform 76.5 feet wide and 440.5 feet long and a landside concrete platform measuring 88.5 feet wide and 440.5 feet long (herein referred to as "dock"). Demolition will include the water side dock superstructure over pile rows A-H and the entire length of the rail trestle superstructure to the north. Additionally, fully extracting piles on rows A thru D and trestle piles for Column T1 and cut the remaining dock and trestle piles at the mudline for removal. Additionally, 60 cy of cementitious grout/CLSM will be required to backfill the holes left from pulling a single row of existing trestle piles immediately adjacent to the existing dock. The project will include demolishing the elevated landside platform and excavating down to remove the existing retaining wall, the remaining dock superstructure and removing the existing RIP RAP and store on site as directed. Additionally, piles on rows J-Q would be cut at the mudline and then debris would be cleared and removed from the mudline. Work in the water will be done with a barge mounted excavator. Piles would either be pulled or cut at the mud line, as illustrated in the attached project plans. Debris as well as approximately 0.22 acres of oysters present on the existing pilings would be removed prior to construction. Expect timeline for demolition of waterside features (concrete piles, concrete walls, concrete deck, etc.) to take approximately 6 months and construction would take approximately 12 months. The project is located in Brownsville Ship Channel at Port of Brownsville Cargo Dock 3. Specifically, the project is located at 25.951 North, 97.403 West.

The maintenance activity has been verified under Nationwide Permit (NWP) 3 pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. This NWP verification is valid provided the activity is compliant with the enclosed plans, in 5 Sheets. In addition, the activity must be in compliance with the NWP General/Regional Conditions, Section 401 Water Quality Certification, and the Coastal Management Program, which can be found at:

<https://www.swg.usace.army.mil/Missions/Regulatory/Permits/Nationwide-General-Permits/>, a hard copy can be provided to you upon request.

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NWP 3. Maintenance: Authorizes the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

The following special condition has been added to your authorization:

1. The permittee shall comply with the Endangered Species Act and implement all of the mitigating measures identified with the enclosed National Marine Fisheries Service letter of concurrence (SERO-2024-02683, dated March 13, 2025), which requires adherence to the following measures: Protected Species Construction Conditions (NMFS 2021); Vessel Strike Avoidance Measures (NMFS 2021); on-site project personnel will be responsible for observing water-related activities for the presence of protected species; all work will be conducted during daylight hours; silt and bubble curtains will be utilized and removed once work is complete; gear will be installed to minimize potential entanglement by protected species; weekly inspections will occur and all damaged gear will be repaired or removed. If you are unable to implement any of these measures, you must immediately notify the Corps, and the National Marine Fisheries Service so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.
2. The permittee shall comply with the Endangered Species Act and implement all of the mitigating measures identified with the enclosed U.S. Fish and Wildlife Service letter of concurrence (2024-0008368, dated November 19, 2024), which requires adherence to the following conservation measures for manatees:
 - a. During in-water work in areas that potentially support manatees, all personnel associated with the project shall be instructed about the potential presence of manatees and the need to avoid collisions with and injury to manatees. All onsite project personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. All on-site personnel will be held responsible for observing water-related activities for the presence of manatee(s).
 - b. Collisions with, injury to, or sightings of manatees shall be immediately reported by the site representative to the U.S. Fish & Wildlife Services Corpus Christi Ecological Services Field Office (361-994-9005) and the Texas Marine Mammal Stranding Network at (800-962-6625).
 - c. If manatee(s) are seen within 100 yards of the active daily construction operation, dredging operation, or vessel movement, all appropriate precautions

-3-

shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50-feet to a manatee.

- d. All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Activities will not resume until the manatee(s) has departed the project areas of its own volition. If you are unable to implement any of these measures, you must immediately notify the Corps and the U.S. Fish and Wildlife Office so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

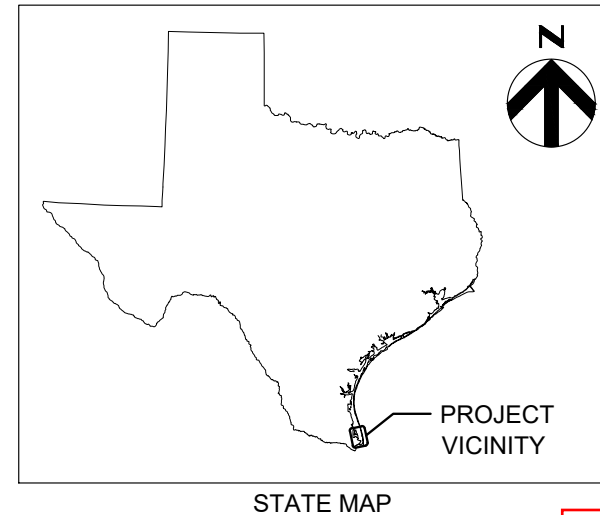
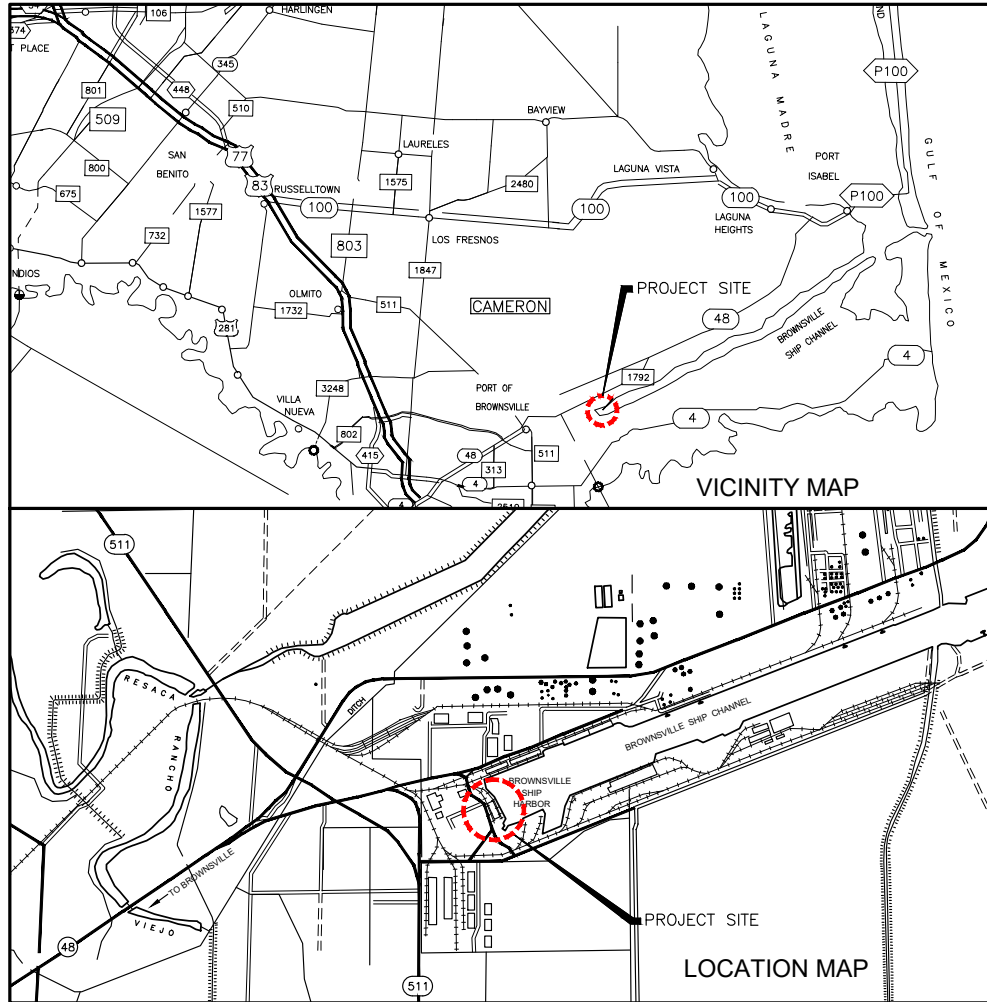
This verification does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any questions, please contact me by telephone at 361-814-5847 x 1005 or by electronic mail (email) Kristie.A.Wood@USACE.Army.Mil.

Please notify the Galveston District Regulatory Division in writing by email at CESWGRegulatoryInbox@USACE.Army.Mil upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:

Kristie A. Wood
Supervisor
Corpus Christi Regulatory Field Office

cc w/Encl.
HDR, Inc, Alexandra Austin
Eighth Coast Guard District, New Orleans, LA
National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS),
Coast & Geodetic Survey, Silver Spring, MD
Texas Commission on Environmental Quality
Texas General Land Office



ADDENDUM NO. 2
ATTACHMENT B02
PAGE 8 OF 12



ACTIVITY: CARGO DOCK 3

APPLICANT: PORT OF BROWNSVILLE
NAVIGATIONAL DISTRICT

DATE: 09-21-2022

HDR PROJECT NO: 10320226

DATUM: MLLW

REV. DATE: 02/29/2024

SHEET 01 OF 05

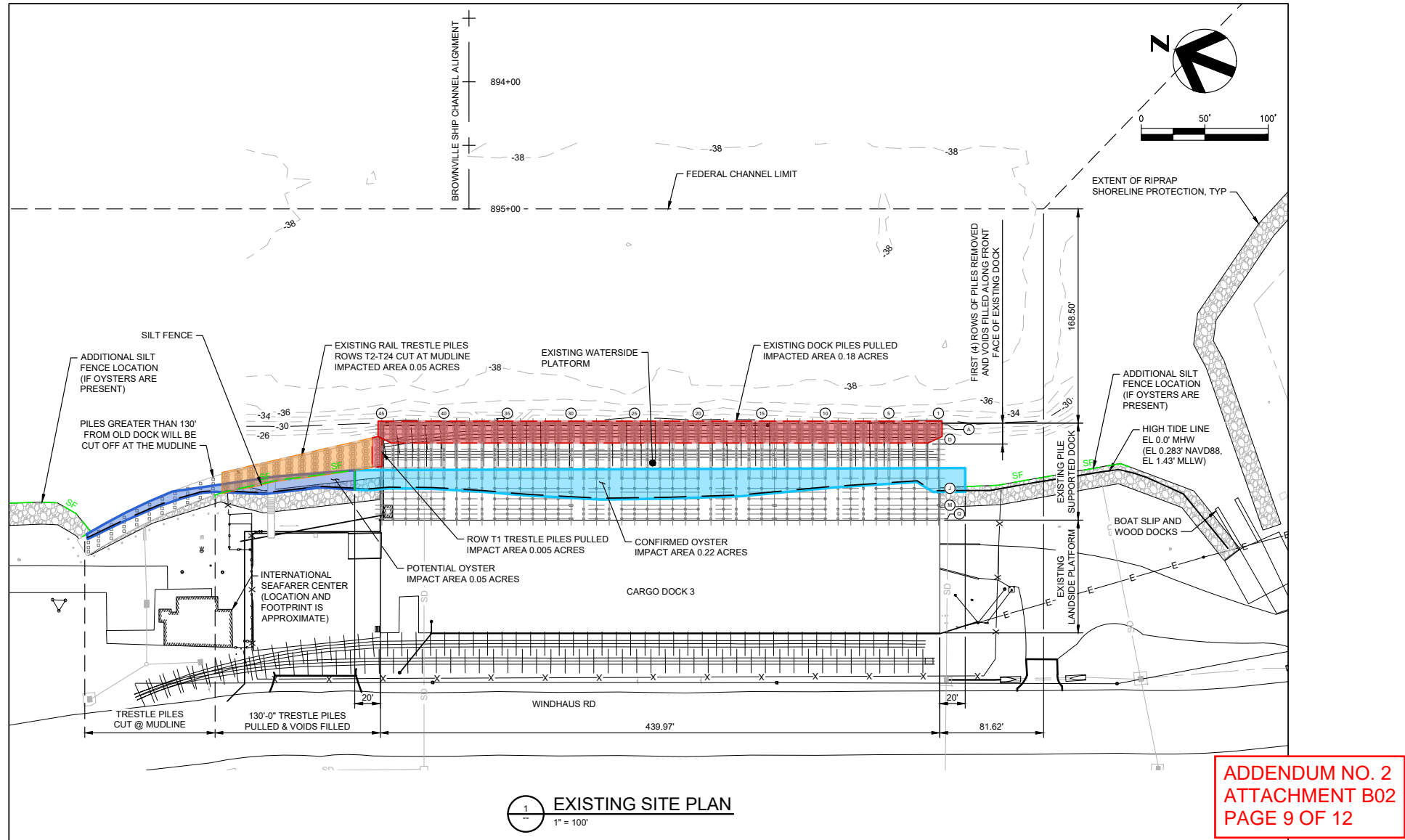
FOR COE USE ONLY

PERMIT APPLICATION NO.: _____

APPLICANT
NAME: _____

SHEET ____ OF ____

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF
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GALANI, P.E. TX-103513 ON 09/21/2022. IT IS NOT TO BE
USED FOR CONSTRUCTION OR BIDDING PURPOSES.



ACTIVITY: CARGO DOCK 3

APPLICANT: PORT OF BROWNSVILLE
NAVIGATIONAL DISTRICT

DATE: 09-21-2022

HDR PROJECT NO: 10320226

DATUM: MLLW

REV. DATE: 02/29/2024

SHEET 02 OF 05

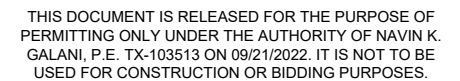
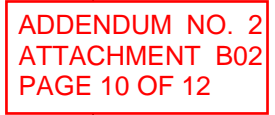
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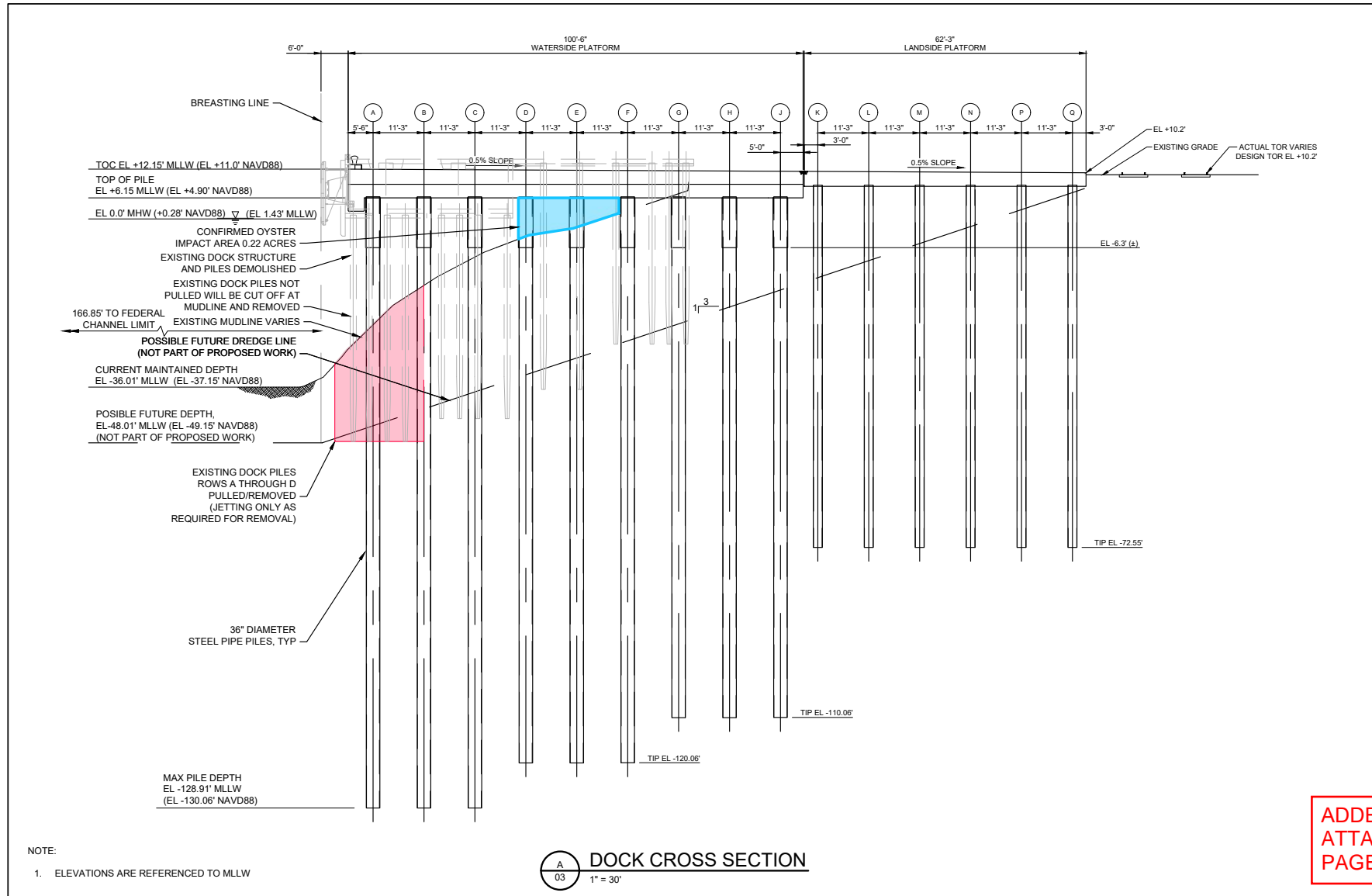
PERMIT APPLICATION NO.: _____

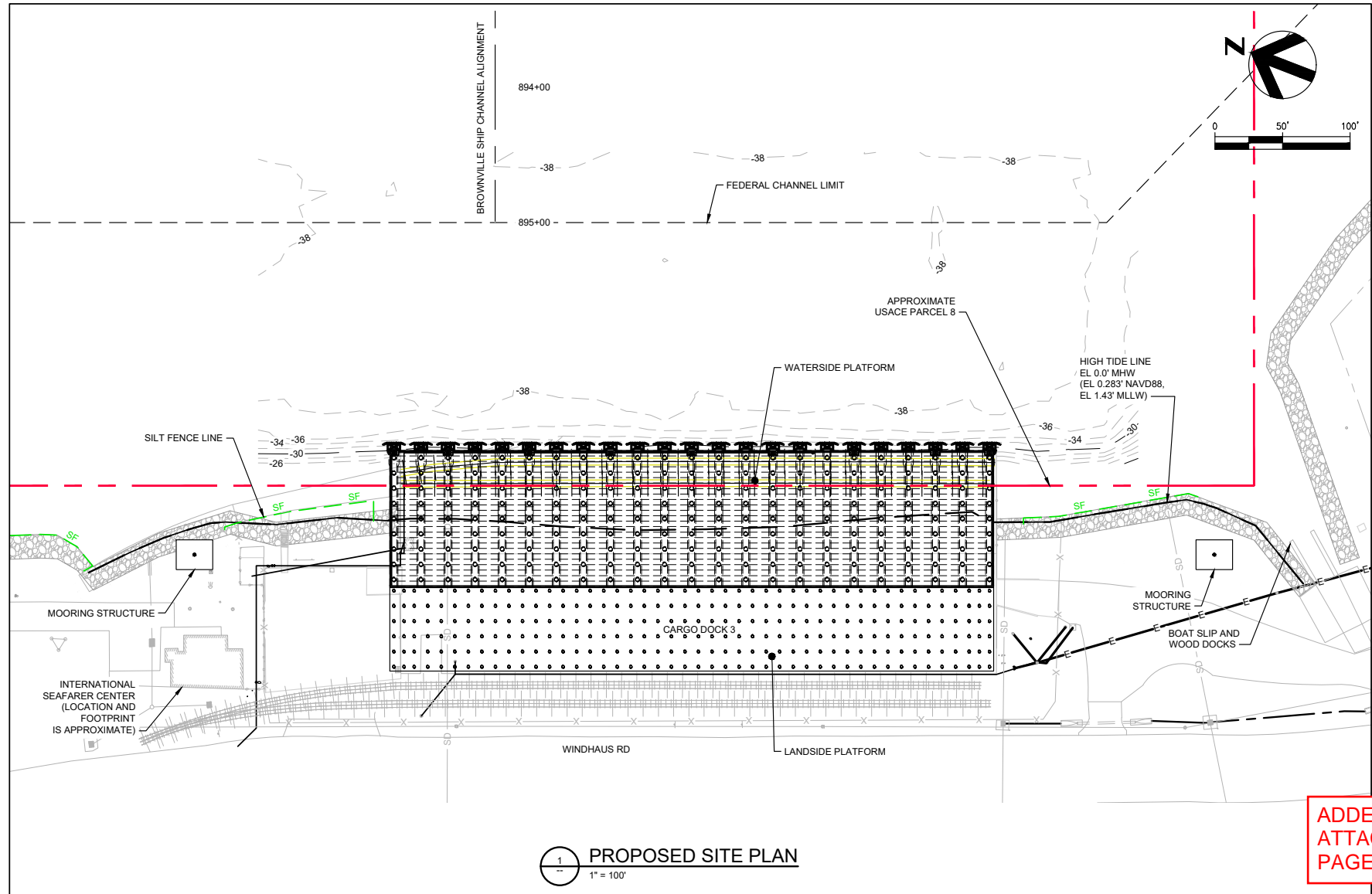
APPLICANT NAME: _____

SHEET _____ OF _____

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ACTIVITY: CARGO DOCK 3

APPLICANT: PORT OF BROWNSVILLE
NAVIGATIONAL DISTRICT

DATE: 09-21-2022

HDR PROJECT NO: 10320226

DATUM: MLLW

REV. DATE: 02/29/2024

SHEET 05 OF 05

FOR COE USE ONLY

PERMIT APPLICATION NO.: _____

APPLICANT
NAME: _____

SHEET ____ OF ____

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SECTION 02 41 00

DEMOLITION

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.

AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE (AHRI)

AHRI Guideline K (2009) Guideline for Containers for Recovered Non-Flammable Fluorocarbon Refrigerants

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M 145 (1991; R 2012) Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.6 (2006) Safety & Health Program Requirements for Demolition Operations - American National Standard for Construction and Demolition Operations

Engineers Joint Contract Documents Committee (EJCDC)

C-700-2018 (2018) General Conditions C-700

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

EM 1110-2-1003 (2013) Hydrographic Surveying

U.S. DEFENSE LOGISTICS AGENCY (DLA)

DLA 4145.25 (Jun 2000; Reaffirmed Oct 2010) Storage and Handling of Liquefied and Gaseous Compressed Gases and Their Full and Empty Cylinders
<http://www.aviation.dla.mil/UserWeb/aviationengineering/HazInfo/>

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M (2006) MILSTRIP - Military Standard Requisitioning and Issue Procedures

MIL-STD-129 (2014; Rev R; Change 1 2018; Change 2

2019) Military Marking for Shipment and Storage

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
49 CFR 173.301	Shipment of Compressed Gases in Cylinders and Spherical Pressure Vessels

1.2 PROJECT DESCRIPTION

Contractor shall provide all labor, materials, equipment, tools, and incidentals as shown, specified and required for demolition, debris removal, and disposal Work.

The Work under this Specifications section includes, but is not necessarily limited to:

- a. Demolition and debris removal of existing materials and equipment as shown or indicated in the Contract Documents. The Work includes demolition of structural concrete, foundations, structural steel, metals, masonry, attachments, appurtenances, piping, electrical systems and equipment, pavement, sidewalks, fencing, and similar existing materials, equipment, and items.
- b. Demolition and debris removal of all above-grade piping and facilities and Underground Facilities underneath structures shown or indicated for demolition unless the Underground Facilities or above-grade facilities are shown or indicated as to remain.
- c. Remove from slabs, foundations, walls, and footings that are to be demolished all utilities and appurtenances embedded in such demolition.

Demolitions and debris removal indicated in other Specifications sections shall comply with requirements of this Specifications section.

Perform demolition Work within areas shown or indicated on drawings.

Contractor will pay all costs associated with transporting and, as applicable, disposing of materials and equipment resulting from demolition and debris removal Work.

1.2.1 Definitions

1.2.1.1 Demolition

Demolition is the process of wrecking or taking out any load-supporting structural member of a facility together with any related handling and disposal operations.

1.2.1.2 Deconstruction

Deconstruction is the process of taking apart a facility with the primary goal of preserving the value of all useful building materials.

1.2.1.3 Demolition Plan

Demolition Plan is the planned steps and processes for managing demolition activities and identifying the required sequencing activities and disposal mechanisms.

1.2.1.4 Deconstruction Plan

Deconstruction Plan is the planned steps and processes for dismantling all or portions of a structure or assembly, to include managing sequencing activities, storage, re-installation activities, salvage and disposal mechanisms.

1.2.2 Demolition/Deconstruction Plan

Prepare a Demolition Plan and submit proposed salvage, demolition, and removal procedures for approval ten days before work is started. Notify the Owner on the intended start of work. Include in the plan procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Identify components and materials to be salvaged for reuse or recycling with reference to paragraph Existing Facilities to be Removed. Append tracking forms for all removed materials indicating type, quantities, condition, destination, and end use. Coordinate with Waste Management Plan in accordance with Owner requirements.

Provide procedures for safe conduct of the work in accordance with EM 385-1-1. Plan shall be approved by Contractors Structural PE prior to work beginning.

The plan shall also include the following pre-demolition surveys:

A. Pre-Demolition Marine Surveys

The following surveys shall focus on the areas where the Drawings indicated the location of structures and debris that required demolition.

1. Prior to demolition work on the Dock Structure, the Contractor shall perform a multi-beam bathymetric survey, a side scan sonar survey, and a magnetometer survey to assess the presence of underwater debris. Any differences between these surveys and the information provided shall be covered in Section 3.1.6 of this Specification.
 - a. The USACE standards for Hydrographic Surveying shall be followed where appropriate. The survey shall follow "Other General Surveys and Studies (Coastal Engineering Surveys)" specifications according to USACE manual No. EM 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.
2. After the above surveys:
 - a. The Contractor shall perform a dive survey to:
 - i. Document other underwater items not captured from previous surveys.

- ii. Document the condition of the underwater portion of the structures identified to remain after demolition. The dive inspection shall include photos and establish a baseline of the condition of the structures which will be re-assessed in the post demolition survey.
- b. The Contractor shall perform an above water inspection to assess the condition of the above water portion of the structures identified to remain after demolition. The inspection shall include photos and establish a baseline of the condition of the structures which will be reassessed in the post demolition survey.
- c. The Contractor shall perform an existing conditions survey.
 - i. Prior to trestle pile removal, contractor shall survey all rail trestle pile locations (Grid T1 thru T24 along with Dock Grid 45) and submit data file and electronic drawing signed and sealed by licensed land surveyor in Texas to the Owner for record.
 - ii. Submit a report that provides the existing conditions information for the portion of structures and features not to be demolished that are located within 150 feet of demolition work. Prior to demolition begins, signed and sealed by a Professional Design Consultant in the State of Texas.

1.2.3 General Requirements

Do not begin demolition or deconstruction until authorization is received from the Owner. The work of this section is to be performed in a manner that maximizes the value derived from the salvage and recycling of materials. Remove rubbish and debris from the project site; do not allow accumulations on the dock. The work includes demolition, deconstruction, salvage of identified items and materials, and removal of resulting rubbish and debris. Store materials that cannot be removed daily in areas specified by the Owner. In the interest of occupational safety and health, perform the work in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

A. Qualifications:

- 1. Electrical Removals: Entity and personnel performing electrical removals shall be electrician(s) legally qualified to perform electrical demolition and electrical work in the jurisdiction where the Site is located.
- 2. Plumbing Removals: Entity and personnel performing plumbing removals shall be plumber(s) legally qualified to perform plumbing demolition and plumbing work in the jurisdiction where the Site is located.

B. Coordination:

- 1. Not less than 48 HRS (unless noted otherwise) prior to commencing demolition or debris removal, advise Owner in writing of planned start of demolition Work. For utilities, including electrical and plumbing work, notify Owner 14 days in advance before deenergizing utilities. Do not start debris removal or deenergize utilities without permission of Owner.
- 2. Entrance to secure sites must be coordinated with Owner twenty-four

(24) hours prior to arrival. Some areas require workers to have a TWIC card in hand.

3. Where demolition or debris removal has potential to affect adjacent properties, public thoroughfares, transportation facilities, and utilities, furnish required notices to Owner and occupants of properties, buildings, and structures that may be affected by the demolition of debris removal. Notify the Owner 48 hours before arriving to site.
4. In accordance with Laws and Regulations, furnish to authorities having jurisdiction, including emergency services as necessary, appropriate notices of planned demolition and debris removal. Notify the Owner 48 hours before arriving to site.
5. Submit to Owner copies of notices furnished to adjacent property Owners, occupants, and authorities having jurisdiction.
6. Demolition and debris removal for the project will take place in phases. Review procedures under this and other Specifications sections and coordinate the Work that will be performed before in conjunction with, or after demolition and debris removal.
7. Notify other contractors in advance of demolition and debris removal Work to provide other contractors with sufficient time for performing work and coordinating items included in their contracts that will be performed before, in conjunction with, or after demolition and debris removal Work.

C. Preparation:

1. Protection of Adjacent Areas and Facilities:
 - a. Contractor shall not perform any work by accessing the existing structures. Access is not permitted on top of any pile supported structures and Rail trestle, unless approved by Owner.
 - b. Contractor shall not use any existing structure as mooring, tying off or any other operation that would cause lateral load onto existing structures unless approved by Owner.
 - c. Conduct of the work shall not interfere with Owner operations, including but not limited to Owner Fire Department Boat Docks.

Perform demolition and debris removal Work in manner that prevents damage and injury to property, structures, occupants, the public, and facilities. Do not interfere with use of, and free and safe

access to and from, structures and properties unless allowed by the Contract Documents otherwise allowed in writing by Owner. Stop work immediately if adjacent structures appear to be in danger.

- d. Closing or obstructing roads, access routes, sidewalks, and passageways adjacent to the Work is not allowed.
- e. Obstructing the ship channel or Owner Fire Boat channel adjacent to the Work is not allowed.
- f. Provide appropriate temporary barriers, lighting, fencing, and other necessary protections pursuant to current and applicable

laws and regulations.

- g. Repair damage to facilities that are to remain when such damages results from Contractor's operations.
- h. The provision immediately below is coordinated with EJCDC C-700-2018 Paragraphs GC-5.04 ("Underground Facilities") and GC-7.13 ("Safety and Protection").

2. Existing Utilities:

- a. There is limited information regarding existing utilities at the site. All utilities are to be verified with Owner as abandoned prior to removal. Contractor is to remove all utilities encountered inside the project limits.
- b. Unforeseen, unknown, or incorrectly shown or indicated Underground Facilities will be encountered. Contractor responsibilities shall be in accordance with the Conditions found in this Specification Section. Cooperate with Owner and utility Owner in keeping adjacent services and facilities in operation.

c. Sanitary Sewer:

Before proceeding with demolition, locate and cap all sewer lines and service laterals serving the project area.

d. Water Piping and Related Facilities:

Before proceeding with demolition, locate and verify waterlines and service laterals serving the project area are inactive and have been abandoned. Ensure compliance with Laws and Regulations regarding water quality.

e. Other Utilities:

Before proceeding with demolition, locate all other utilities, such as electric and communications serving the project area and ensure these utilities are abandoned.

- f. Shutdown of utility services shall be coordinated by Contractor, assisted by Owner as required relative to contacting utility Owner.

3. Remediation:

- a. Prior to performing demolition Work that disturbs asbestos, remove and dispose of asbestos in accordance with Federal, State and Local laws and regulations.
- b. Prior to performing demolition Work involving lead-based paint, remediate lead in accordance with Federal, State and Local laws and regulations.
- c. If unanticipated Hazardous Environmental Condition is believed to be encountered during demolition and debris removal, comply with requirements of the General Conditions, as may be modified by the Supplementary Conditions.

4. Equipment:

- a. Locate demolition equipment used for demolition Work in a manner not to impede Owner operations. Contractor may be required to relocate equipment at the request of Owner.
- b. Coordinate equipment deliveries and hauling schedules with Owner.

5. Pollution Controls:

- a. Use water sprinkling, temporary enclosures, and other suitable methods to limit emissions of dust and dirt to lowest practical level.
- b. Do not use water when water may create hazardous or objectionable conditions such as flooding, or pollution.
- c. Clean adjacent structures, facilities, properties, and improvements of dust, dirt, and debris caused by demolition Work, in accordance with the General Conditions.

6. Explosives:

The use of explosives is prohibited.

7. Temporary Bracing and Supports:

- a. Provide temporary bracing and supports sufficient to maintain safety, stability, and resist all loads to which the structure may be subject during demolition and debris removal, until entirety is permanently removed or permanently stabilized.
- b. Temporary bracing and supports shall be sufficient for associated dead load, live load, transient loading, and dynamic loads such as wind, hydraulic, and other loads to which the temporary bracing or support may be subject.
- c. Where appropriate, retain a Professional Engineer, duly licensed and registered in the State of Texas, to design temporary bracing and supports.

1.3 ITEMS TO REMAIN IN PLACE

Take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Owner. Repair or replace damaged items as approved by the Owner. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract. Do not overload structural elements to remain. Provide new supports and reinforcement for existing demolition weakened by demolition, deconstruction, or removal work. Repairs, reinforcement, or structural replacement require approval by the Owner prior to performing such work.

1.3.1 Existing Demolition Limits and Protection

Do not disturb existing demolition beyond the extent indicated or necessary for installation of new demolition. Provide temporary shoring and bracing

for support of building components to prevent settlement or other movement. Provide protective measures to control accumulation and migration of dust and dirt in all work areas. Remove dust, dirt, and debris from work areas daily.

1.3.2 Utility Service

Maintain existing utilities indicated to stay in service and protect against damage during demolition and deconstruction operations. Prior to start of work, utilities serving each area of alteration or removal will be shut off by the Owner and disconnected and sealed by the Contractor .

1.3.3 Facilities

Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities. Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, must remain standing without additional bracing, shoring, or lateral support until demolished or deconstructed, unless directed otherwise by the Owner. Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, deconstruction, or demolition work performed under this contract.

1.4 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted. Where burning is permitted, adhere to federal, state, and local regulations.

1.5 SUBMITTALS

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

SD-01 Pre-Demolition Submittals

Demolition Plan

Pre-Demolition Survey

SD-07 Certificates

Timely Notification Of Demolition Projects

SD-11 Closeout Submittals

Post-Demolition Surveys

Receipts

1.6 QUALITY ASSURANCE

Submit timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61, Subpart M. Notify the local air pollution control district/agency and the Owner in

writing 10 working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," conform to the safety requirements contained in ASSP A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.

1.6.1 Dust and Debris Control

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION

1.7.1 Traffic Control Signs

- a. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the Owner prior to beginning such work.

1.7.2 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 PRE-DEMOLITION SURVEY

Before beginning any demolition or deconstruction work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Owner showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, alarms systems, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

1.9 ATTACHMENTS

- 02 41 00 Exhibit A - Topographic Survey
- 02 41 00 Exhibit B - Original Cargo Dock 3 Drawings
- 02 41 00 Exhibit C - Cargo Dock 3 Dive Debris Report

PART 2 PRODUCTS

2.1 FILL MATERIAL

- a. Comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill basements, voids, depressions or excavations resulting from demolition or deconstruction of structures. Fill material shall be excavated site fill from demolition or deconstruction until all appropriate excavated site fill for this purpose is consumed.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

Inspect and evaluate existing items onsite for reuse. Existing demolition scheduled to be removed for reuse shall be disassembled. Dismantled and removed materials are to be separated, set aside and prepared as specified, and stored or delivered to a collection point for reuse, remanufacture, recycling, or other disposal, as specified. Materials shall be designated for reuse onsite whenever possible.

3.1.1 Structures and Debris Removal

Dock demolition of the elements shall be done so that the portions of dock removed do not fall to the mudline during demolition execution. If elements do fall to the mudline, the contractor shall fully remove the elements. The only portion of the dock to remain at mudline are the remaining portion of embedded existing concrete piles, unless shown otherwise on drawings.

Remove existing structures indicated to be removed as indicated on the drawings. Debris removal beyond limits shown or indicated shall be at Contractor's risk and expense and such excess debris removal shall be reconstructed to satisfaction of Owner without additional cost to Owner.

Where parts of existing structures are to remain in service following demolition, remove the portions shown or indicated for debris removal, repair damage, and leave the structure in proper condition for the intended use.

Refer to other requirements herein and other Contract documents as applicable.

Remove concrete and masonry to the lines shown or indicated by sawing, drilling, chipping, and other suitable methods. Leave the resulting surfaces true and even, with sharp, straight corners that will be satisfactory for the purpose intended.

Do not damage reinforcing bars beyond the area of concrete and masonry debris removal.

Do not saw-cut beyond the area to be removed.

Demolish structures in a systematic manner from the top of the structure to the ground. Demolish concrete in small sections. Remove structural framing members and lower to ground by means of derricks, platforms hoists, or other suitable methods as approved by the Owner.

Locate demolition and deconstruction equipment throughout the structure and remove materials so as to not impose excessive loads to supporting framing.

3.1.1.1 Recycling and Reuse of Demolition Materials

All concrete, reinforcing steel, structural metals, miscellaneous metals,

wire mesh, and other items contained in or upon the project location or structure to be demolished shall be removed, transported, and disposed of away from the Site, unless otherwise approved by Owner.

Do not use demolished or removed materials as fill or backfill.

3.1.2 Mechanical Demolition And Debris Removal

Mechanical demolition and debris removal Work may include dismantling and removing existing:

- A. Potential piping systems inside the project limits.
- B. Potential storage tanks inside the project limits.
- C. Potential mechanical equipment and appurtenances.

Mechanical debris removal as required herein apply to systems exposed to view, hidden from view, and Facilities. Mechanical debris removal may require work in spaces that may be classified confined spaces.

Demolition and Debris removal of Piping, Tanks and Similar Items:

Scope:

Remove all existing piping, tanks and similar items inside the project limits. All existing piping, tanks, and similar features are to be verified with Owner as abandoned prior to removal.

Safely purge piping and tanks (as applicable) and make safe for removal and capping. Discharge contents of existing piping and tanks appropriately while avoiding damaging property; restricting access to or use of property; and creating unsafe, unsanitary, nuisances, and noisome conditions.

Unknown Underground Facilities:

Sanitary facilities are expected but are not known. Contractor is to remove all sanitary facilities inside the project limits, unless noted otherwise. These could include but are not limited to drain fields, basins, sumps, tanks and/or pumps. All existing piping, tanks, and similar features are to be verified with Owner as abandoned prior to removal.

Completely remove all sanitary facilities in accordance with the "Mechanical Demolition and Debris removal" Article in this Specifications section. Remove to the project limits as indicated on the Drawings.

Unless otherwise shown or indicated, cap ends of piping to remain in place in accordance with the "Mechanical Debris removal" Article in this Specifications section.

Special Considerations:

Where tank or equipment contains wastewater or liquid sludge dispose of contents appropriately in accordance with Laws and Regulations and the Contract Documents.

Where tank or equipment contains solid or slurry-type material, remove, handle, and transport the contents and appropriately dispose of the materials offsite in accordance with Laws and Regulations, unless otherwise indicated in the Contract Documents.

Remove equipment supports as applicable, anchorages, base, grout, and piping. Remove anchorage systems in accordance with the "Structural Debris removal" Article in this Specifications section.

Remove associated piping to the limits of the project area unless otherwise indicated.

3.1.3 Electrical Demolition and Debris Removal

Electrical demolition Work may include, but is not limited to removing existing:

Cabling from electrical sources and similar devices and equipment.

Abandoned electrical, telecommunications and other miscellaneous wiring or cabling.

Conduits, raceways, cable trays, hangers and supports, cabling, and related items.

Lighting fixtures and related items.

Utility poles, site lighting standards, and overhead cabling not relocated by the utility Owner.

Appurtenances and miscellaneous electrical equipment, as shown, specified, or required.

Electrical Debris removal - General:

Comply with Laws and Regulations, in accordance with the "Quality Assurance" Article in this Specifications section. Remove existing electrical equipment, fixtures, and systems to avoid damaging systems to remain, to keep existing systems in operation, and to maintain integrity of grounding systems.

Debris removal of Cabling, Conduits, Raceways and Similar Items:

Verify the function of each cable before disconnecting and removing.

Remove cabling, conduits, hangers and supports, and similar items back to the power source or control panel, unless otherwise shown or indicated.

Disassemble and remove exposed conduits, junction boxes, meters, other electrical appurtenances, and their supports.

Underground Conduits and Cabling:

Conduits located in the project limits of demolition shall be removed to the extents of the project area.

Where found inside the project area, remove direct-burial cabling to the extents of the project area.

Overhead Utilities:

It is the responsibility of the contractor to coordinate with Owner and

utility Owner.

Existing lines, transformers and poles owned by electric utility will be relocated by the electric utility.

Existing fiber optic and telecom lines that are to remain will be relocated by the utility Owner.

Remaining poles and overhead cabling shall be verified as abandoned with Owner and removed as specified within the project area.

Completely remove from the Site poles not owned by a utility, including site lighting standards and appurtenances, shown or indicated for debris removal.

Lighting, meters, fixtures and other miscellaneous electrical equipment, not designated as remaining as Owner's property, shall be removed and properly disposed off-Site as required in accordance with Laws and Regulations.

3.1.4 Demolition and Removal of Site Improvements

Pavement, Sidewalks, Patios, Slabs, Piles, and Foundations:

Demolition of asphalt or concrete pavement, sidewalks, patios, slabs, piles, piers, foundations and other miscellaneous site improvements shall be total. Complete debris removal of these items within the project limits is required.

Existing shoreline protection material shall be removed and stored in a site coordinated with Owner.

Fencing, Guardrails, and Bollards:

Remove to the limits shown or indicated on the Drawings.

Completely remove below-grade posts and concrete, including potential below grade concrete from preexisting fence structures designated on the drawings and in historical imagery.

Unknown Underground Facilities:

Sanitary facilities are expected but are not known. Contractor is to remove all sanitary facilities inside the project limits.

Completely remove all underground facilities in accordance with the "Mechanical Debris removal" Article in this Specifications section. Remove to the project limits as indicated on the Drawings.

Unless otherwise shown or indicated, cap ends of piping to remain in place in accordance with the "Mechanical Debris removal" Article in this Specifications section.

Other Site Improvements: When the Contract Documents require debris removal of other site improvements not addressed above, copy with Contract requirements for debris removal of buildings or structures.

3.1.5 Pile Removal

The contractor must provide and install a containment boom around the work area while removing piling to contain all sheens produced.

Jetting is permitted for the piles identified on the drawings to be fully removed. If jetting is executed for these piles as a means for removal, the tip / nozzle shall not extend deeper than EL. -38.5' NAVD88 without approval in writing by the Owner. The tip / nozzle pressure shall be lowest setting necessary to remove the soil skin friction around the pile. The nozzle shall be worked around the perimeter of the pile with constant pressure as the nozzle.

Jetting shall not be performed for any other demolition or pile removal work unless approved in writing by the Owner.

The Contractor must supply a material barge or contained area on shore to store removed piling until the pilings can be properly disposed.

The Contractor will be required to log all piles and sheet piles removed and note against the pile Drawings. Included in the pile debris removal log will be the date the pile was removed, the overall pile length removed, the recorded mud line elevation and method used to remove pile. If no pile plan is available an as-built plan will be developed to note the pile location.

3.1.6 Underwater Debris Removal

Contractor debris may obstruct future dredging work in this area. Such debris shall be removed from water and disposed by Contractor outside of Owner property. In the event that existing conditions of debris differ materially from those shown on the drawings, an adjustment in contract price or time of completion, or both, will be made in accordance with the following:

- A. Contractor shall promptly and before the site conditions are disturbed, provide notification to Owner of unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. Owner will investigate the site conditions promptly after receiving Contractor's notice. If conditions do materially so differ and cause an increase or decrease in Contractor's cost of or time required for performing any part of the work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment will be made under this section through a Change order or other written agreement.
- C. No request by Contractor for an equitable adjustment to the Contract under this section shall be allowed unless Contractor has provided written notice prior to disturbing existing site conditions.
- D. Emergency Spill Response Equipment. Prior to commencing dredging activities, sufficient spill response equipment, i.e., boom, etc. shall be on-site and ready for deployment in the event of an emergency or accident.

3.1.7 Excavation

3.1.7.1 Marine

- A. Contractor may not excavate adjacent to structures to be removed and side cast material to facilitate debris removal.
- B. Existing structures that are to remain are not to be undermined. Refer to other requirements herein and other Contract documents as applicable.
- C. Material excavated is to be returned to its original position.
- D. The excavated material is subsidiary to structural demolition and debris removal.

3.1.7.2 Land

- A. Contractor may excavate adjacent to structures that are to be removed.
- B. Excavations must follow applicable safety regulations and guidelines.
- C. Comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill voids, depressions or excavations resulting from demolition of structures. Fill material must conform to the definition of satisfactory soil material as defined in AASHTO M 145, Soil Classification Groups A-1, A-2-4, A-2-5 and A-3. In addition, fill material must be free from roots and other organic matter, trash, debris, frozen materials, and stones larger than 2 inches in any dimension.

3.1.8 Utilities and Related Equipment

3.1.8.1 General Requirements

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by the Owner. Do not interrupt existing utilities serving facilities occupied and used by the Owner except when approved in writing and then only after temporary utility services have been approved and provided. Do not begin demolition or deconstruction work until all utility disconnections have been made. Shut off and cap utilities for future use, as indicated.

3.1.8.2 Disconnecting Existing Utilities

Remove existing utilities , as indicated uncovered by work and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Owner. When utility lines are encountered but are not indicated on the drawings, notify the Owner prior to further work in that area. Remove meters and related equipment and deliver to a location in accordance with instructions of the Owner.

3.1.9 Paving and Slabs

Remove concrete and asphaltic concrete paving and slabs as indicated. Pavement and slabs not to be used in this project shall be removed from the Project Site at Contractor's expense.

3.1.10 Concrete

Saw concrete along straight lines to a depth of a minimum 2 inch. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely

through the concrete.

3.1.11 Structural Steel

Dismantle structural steel at field connections.

3.1.12 Miscellaneous Metal

Scrap metal shall become the Contractor's property.

3.1.13 Patching

Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces, using on-site materials when available. Finished surfaces of patched area shall be flush with the adjacent existing surface. Patching shall be as specified and indicated, and shall include:

- a. Concrete: Completely fill holes and depressions, caused by previous physical damage or left as a result of removals in existing concrete to remain, with an approved masonry patching material, applied in accordance with the manufacturer's printed instructions.

3.1.14 Mechanical Equipment and Fixtures

Disconnect mechanical hardware at the nearest connection to existing services to remain, unless otherwise noted. Disconnect mechanical equipment and fixtures at fittings. Remove service valves attached to the unit. Salvage each item of equipment and fixtures as a whole unit; listed, indexed, tagged, and stored. Salvage each unit with its normal operating auxiliary equipment. Transport salvaged equipment and fixtures, including motors and machines, to a designated storage area as directed by the Owner. Do not remove equipment until approved.

3.1.14.1 Preparation for Storage

Remove water, dirt, dust, and foreign matter from units; tanks, piping and fixtures shall be drained; interiors, if previously used to store flammable, explosive, or other dangerous liquids, shall be steam cleaned. Seal openings with caps, plates, or plugs. Secure motors attached by flexible connections to the unit. Change lubricating systems with the proper oil or grease.

3.1.14.2 Piping

Disconnect piping at unions, flanges and valves, and fittings as required to reduce the pipe into straight lengths for practical storage. Carefully dismantle piping that previously contained gas, gasoline, oil, or other dangerous fluids, with precautions taken to prevent injury to persons and property. Store piping outdoors until all fumes and residues are removed. Box prefabricated supports, hangers, plates, valves, and specialty items according to size and type. Classify piping not designated for salvage, or not reusable, as scrap metal.

3.1.15 Items With Unique/Regulated Disposal Requirements

Remove and dispose of items with unique or regulated disposal requirements in the manner dictated by law or in the most environmentally responsible manner.

3.2 CONCURRENT EARTH-MOVING OPERATIONS

Do not begin excavation, filling, and other earth-moving operations that are sequential to demolition or deconstruction work in areas occupied by structures to be demolished or deconstructed until all demolition and deconstruction in the area has been completed and debris removed. Fill holes and other hazardous openings.

3.3 DISPOSITION OF MATERIAL

3.3.1 Title to Materials

Except for salvaged items specified in related Sections, and for materials or equipment scheduled for salvage, all materials and equipment removed and not reused or salvaged, shall become the property of the Contractor and shall be removed from Owner property. Title to materials resulting from demolition and deconstruction, and materials and equipment to be removed, is vested in the Contractor upon approval by the Owner of the Contractor's demolition, deconstruction, and removal procedures, and authorization by the Owner to begin demolition and deconstruction. The Owner will not be responsible for the condition or loss of, or damage to, such property after contract award. Showing for sale or selling materials and equipment on site is prohibited.

3.3.2 Transportation and Disposal

3.3.2.1 Non-Hazardous Materials, Equipment, and Debris

Properly transport and dispose of non-hazardous demolition materials, equipment, and debris at appropriate landfill or other suitable location, in accordance with Laws and Regulations.

Non-hazardous material does not contain Constituents of Concern such as (but not limited to asbestos, arsenic, chromium, creosote, PCBs, petroleum, hazardous waste, radioactive material, or other material designated as hazardous in Laws or Regulations.

3.3.2.2 Hazardous Materials and Debris

When handling and disposal of items containing Constituents of Concern is included in the Work, properly transport and dispose of such items in accordance with the Contract Documents and Laws and Regulations.

3.3.3 Reuse of Materials

Remove and store materials indicated on the drawings to be reused or relocated to prevent damage, and reinstall as the work progresses. Coordinate the re-use of materials and equipment with the re-use requirements in accordance with Owner requirements.

3.3.4 Salvaged Materials and Equipment

Remove materials that are indicated on drawings to be removed by the Contractor and that are to remain the property of the Owner, and deliver to a storage site approved by Owner.

- a. Salvage items and material to the maximum extent possible.

- b. Store all materials salvaged for the Contractor as approved by the Owner and remove from Owner property before completion of the contract. Coordinate the salvaged materials with tracking requirements in accordance with Owner requirements. Capture salvaged materials in the diversion calculations for the project.

3.3.5 Disposal of Ozone Depleting Substance (ODS)

Class I and Class II ODS are defined in Section, 602(a) and (b), of The Clean Air Act. Prevent discharge of Class I and Class II ODS to the atmosphere. Place recovered ODS in cylinders meeting AHRI Guideline K suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling. Recovered ODS shall be removed from Owner property and disposed of in accordance with 40 CFR 82. Products, equipment and appliances containing ODS in a sealed, self-contained system (e.g., residential refrigerators and window air conditioners) shall be disposed of in accordance with 40 CFR 82. Submit Receipts or bills of lading, as specified. Submit a shipping receipt or bill of lading for all containers of ozone depleting substance (ODS) shipped to the Defense Depot, Richmond, Virginia.

3.3.5.1 Special Instructions

No more than one type of ODS is permitted in each container. A warning/hazardous label shall be applied to the containers in accordance with Department of Transportation regulations. All cylinders including but not limited to fire extinguishers, spheres, or canisters containing an ODS shall have a tag with the following information:

- a. Activity name and unit identification code;
- b. Activity point of contact and phone number;
- c. Type of ODS and pounds of ODS contained;
- d. Date of shipment; and
- e. National stock number (for information, call (804) 279-4525).

3.3.5.2 Fire Suppression Containers

Deactivate fire suppression system cylinders and canisters with electrical charges or initiators prior to shipment. Also, safety caps must be used to cover exposed actuation mechanisms and discharge ports on these special cylinders.

3.3.6 Transportation Guidance

Ship all ODS containers in accordance with MIL-STD-129, DLA 4145.25(also referenced one of the following: Army Regulation 700-68, Naval Supply Instruction 4440.128C, Marine Corps Order 10330.2C, and Air Force Regulation 67-12), 49 CFR 173.301, and DOD 4000.25-1-M.

3.4 CLEANUP

Remove debris and rubbish from excavations. Remove and transport the debris in a manner that prevents spillage on streets or adjacent areas. Apply local regulations regarding hauling and disposal.

3.5 DISPOSAL OF REMOVED MATERIALS

3.5.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations with all applicable federal, state and local regulations as contractually specified in the Waste Management Plan.

3.5.2 Burning on Owner Property

Burning of materials removed from demolished and deconstructed structures will not be permitted on Owner property.

3.5.3 Removal to Spoil Areas on Owner Property

Transport noncombustible materials removed from demolition and deconstruction structures to designated spoil areas on Owner property.

3.5.4 Removal from Owner Property

Transport waste materials removed from demolished and deconstructed structures, except waste soil, from Owner property for legal disposal. Dispose of waste soil as directed.

3.6 REUSE OF SALVAGED ITEMS

Recondition salvaged materials and equipment designated for reuse before installation.

3.7 POST DEMOLITION MARINE SURVEYS

Upon completion of the dock selective demolition, marine surveys shall be conducted on the area. These surveys will be submitted for information to Owner. Retain a registered professional land surveyor for the survey's documentation, duly licensed and registered in Texas, to inspect and qualify remaining structures and feature conditions were not changed from the pre-demolition surveys and are sound and safe for operations. If the findings indicate the remaining structures are not structurally sound and safe for operations due to Contractor's demolition efforts, then the Contractor shall notify the Owner, and upon concurrence by the Owner, the Contractor shall repair or structurally enhance the remaining features to the satisfaction of the Owner.

Submit a report that provides a comparison of post-demolition conditions to the pre-demolition conditions including the portion of structures remaining.

The Contractor shall perform the following surveys:

a. Marine surveys

1. At the conclusion of the demolition operations, the contractor shall perform a multi-beam bathymetric survey, a side scan sonar survey, and a magnetometer survey to confirm all structures/debris have been removed.
 - i. The USACE standards for Hydrographic Surveying shall be followed where appropriate. The survey shall follow "Other General Surveys and Studies (Coastal Engineering Surveys)"

specifications according to USACE manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.

2. The survey shall focus on the areas where the Drawings indicated the location of structures / debris that required demolition. The Contractor shall submit a drawing that indicates the findings of the survey to confirm that all structures / debris has been removed from the site. The demolition team shall not demobilize from the site until the Owner has reviewed and accepted the report findings.

3.8 POST-CONSTRUCTION MARINE SURVEYS

Upon completion of the dock construction, marine surveys shall be conducted of the area. These surveys will be submitted for information to Owner. Retain a registered professional land surveyor for the survey's documentation, duly licensed and registered in Texas, to document the completed structures and associated features and conditions.

The Contractor shall perform the following surveys:

a. Marine surveys

1. At the conclusion of the construction operations, the contractor shall perform a multi-beam bathymetric survey, a side scan sonar survey, and a magnetometer survey to confirm condition of the constructed elements.
 - i. The USACE standards for Hydrographic Surveying shall be followed where appropriate. The survey shall follow "Other General Surveys and Studies (Coastal Engineering Surveys)" specifications according to USACE manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.
2. The Contractor shall submit survey drawings that confirms that all structures have been constructed across the site. The Contractor shall not demobilize from the site until the Owner has reviewed and accepted the findings.

b. Dive survey

1. At the conclusion of the construction operations the Contractor shall perform a post-construction dive survey to confirm the condition of the constructed elements.
2. The Contractor shall submit inspection report that indicate the findings of the survey to confirm that all structures have been constructed across the site. The Contractor shall not demobilize from the site until the Owner has reviewed and accepted the findings.

c. Topographic survey

1. At the conclusion of the construction operations the Contractor shall perform a post-construction topographic survey to confirm the condition of the constructed elements.
2. The Contractor shall submit a survey drawing that confirms that

all structures have been constructed across the site. The Contractor shall not demobilize from the site until the Owner has reviewed and accepted the findings.

-- End of Section --



Pile Procurement Specifications

Brownsville Navigation District

Cargo Dock No. 3 Phase 1

HDR Project No. 10320226

Port of Brownsville, Brownsville, Texas
August 23, 2023



ADDENDUM NO. 2
ATTACHMENT E04
PAGE 1 OF 32

BND CD3 Phase 1 - Pile Procurement Package

IFB

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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														

ADDENDUM NO. 2
ATTACHMENT E04
PAGE 18 OF 32

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 --

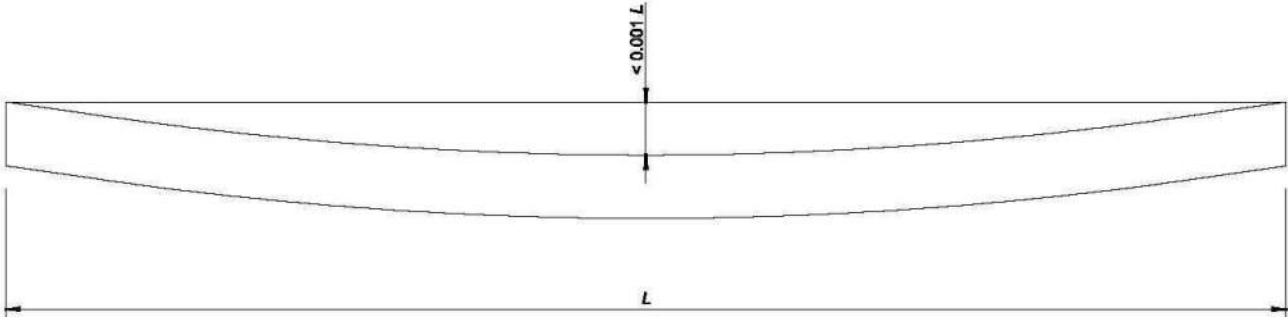


FIGURE 1 - MEASURING FULL-LENGTH STRAIGHTNESS
N.T.S.

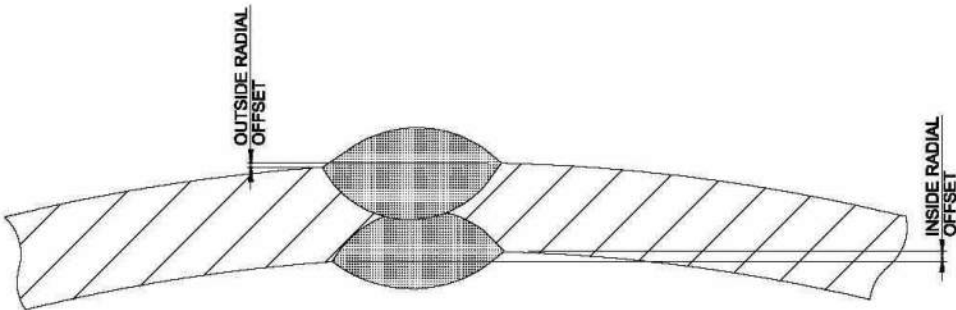


FIGURE 2 - DIMENSIONAL DEVIATIONS OF THE WELD SEAM
N.T.S.

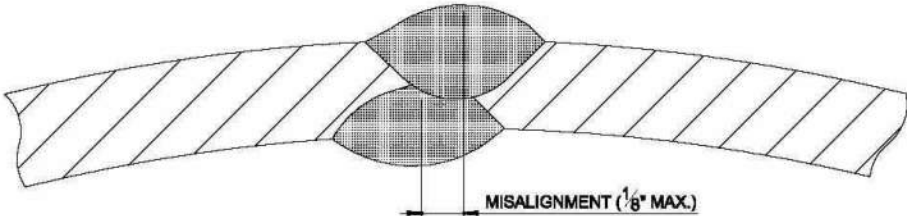
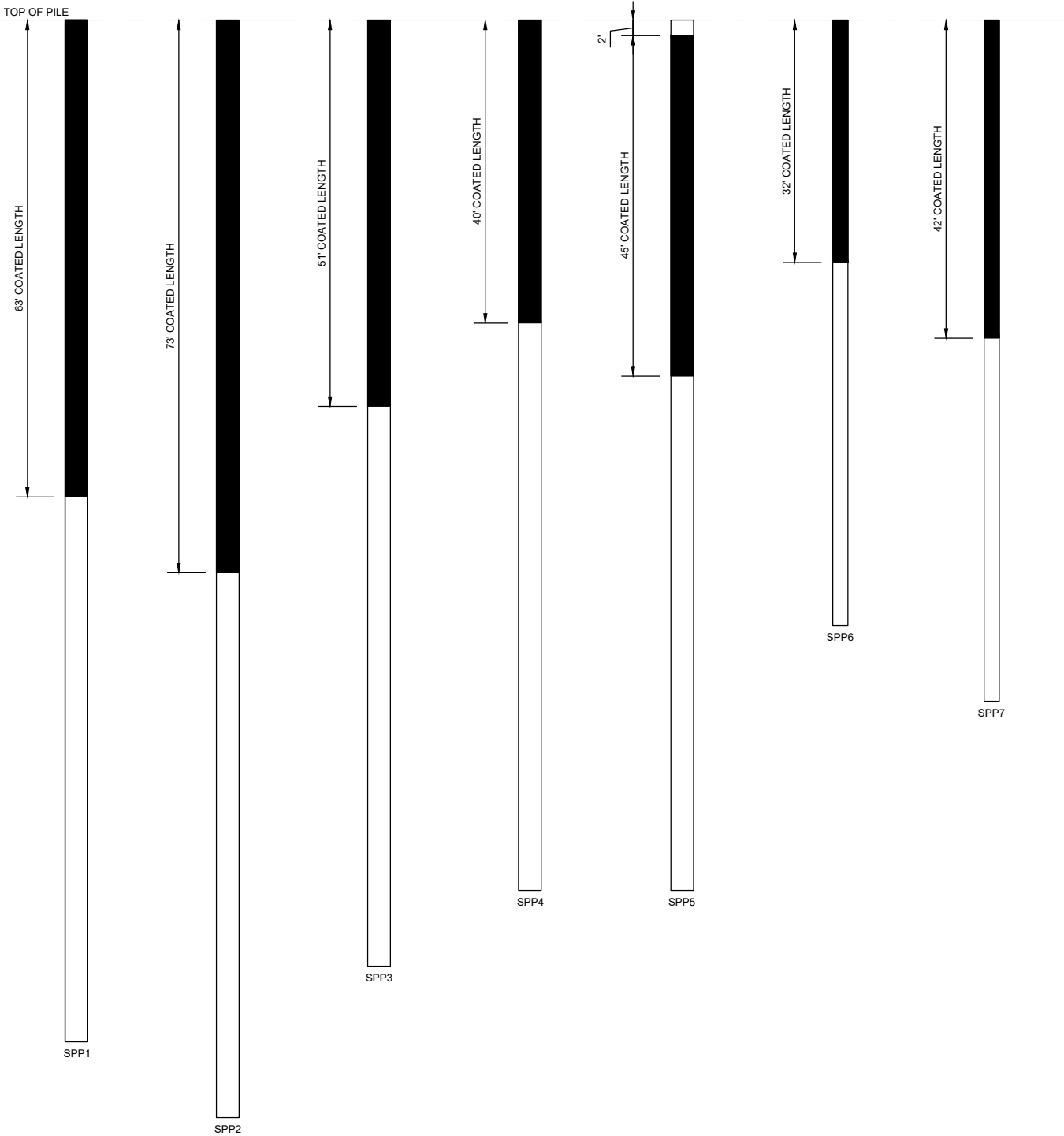


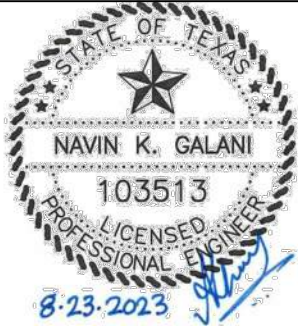
FIGURE 3 - MISALIGNMENT OF WELD BEADS OF SAW PIPE
N.T.S.



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'

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

ADDENDUM NO. 2
ATTACHMENT E04
PAGE 32 OF 32



PROJECT TITLE BROWNSVILLE NAVIGATIONAL DISTRICT
CARGO DOCK NO. 3 - PHASE 1
SHEET TITLE STEEL PIPE PILES

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

REFERENCE SHEET -
REFERENCE DOCUMENT -
DRAWING NUMBER 01



Pre-Bid Meeting Agenda

Project:	Brownsville Navigation – Cargo Dock No. 3 – Phase I & III: Demolition and Construction		
Subject:	Pre-Bid Meeting		
Date:	Thursday, May 15, 2025	2:00pm to 4:00pm (scheduled)	
Location:	In Person and Virtual		
Attendees:	See Attached Sign-in Sheet		

- I. Welcome (William Dietrich)
- II. Introductions (Dan Garza)
 - a. Brownsville Navigation District (BND) Staff
 - i. Mr. William Dietrich – Port Director and CEO
wdietrich@portofbrownsville.com
 - ii. Mr. Arturo Gomez – Deputy Port Director of Operations
agomez@portofbrownsville.com
 - iii. Mr. Miguel Barajas – Procurement and Contracts Supervisor
mbarajas@portofbrownsville.com
 - iv. Mr. Manuel Martinez – Assistant Director of Engineering Services
mmartinez@portofbrownsville.com
 - v. Mr. Michael Davis – Harbor Master
mdavis@portofbrownsville.com
 - vi. Mr. Carlos Martinez - Assistant Harbor Master
cmartinez@portofbrownsville.com
 - vii. Mr. Pablo Esquivel – Engineering
pesquivel@portofbrownsville.com
 - b. Texas Department of Transportation (TXDOT) Staff
 - i. Ms. Lisette Mason – Maritime Program Coordinator
Lisette.Mason@txdot.gov
 - ii. Ms. Kris Knoll – Port Program Coordinator
Kris.Knoll@txdot.gov
 - c. Consultant Staff, HDR Engineering, Inc. (HDR)
 - i. Daniel E. Garza, PE – Project Manager
Dan.Garza@hdrinc.com
 - ii. David R. Broyles, PE – Engineer of Record (virtual)
David.Broyles@hdrinc.com
 - iii. Navin K. Galani, PE - Engineer of Record
Navin.Galani@hdrinc.com
 - iv. Justin De La Rosa, PE – Engineer of Record (virtual)
Justin.DeLaRosa@hdrinc.com
 - v. Rick Pedraza, PE – Resident Project Representative (virtual)
ricardo.pedraza@hdrinc.com

ADDENDUM NO. 2
ATTACHMENT E01
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III. Agenda Overview (Dan Garza)

a. Administrative Items

- i. Sign-in Sheet [\[Exhibit A\]](#)
- ii. Safety Moment – Emergency Exits, Rally Point, Restrooms [\[Exhibit B\]](#)
- iii. Duration of Meeting – Two hours
 1. Project Discussion in BND Conference Room;
 2. Site Visit immediately following; and
 3. Q&A Session, back in Conference Room
 - Q&A Protocols – verbal vs. written responses

b. Topics

- i. Project Overview
- ii. Critical Dates
- iii. Submission Process
- iv. Bidding Documents
- v. Contract Documents
- vi. Technical Specifications
- vii. Drawings
- viii. Addendum No. 1 Contents
- ix. Miscellaneous Topics
- x. Site Visit
- xi. Questions & Answers Session
- xii. Closing Comments

IV. Project Overview (Dan Garza) [\[Exhibit C\]](#)

a. History

- i. 1930s – Original Construction
- ii. Repairs occurred over the years
- iii. NOV 2021 – Master Plan, detailing Phases 1, 2, 3
- iv. APR 2022 through SEP 2023 – Phase 1 Design, in independent Phases (packages)
 1. Phase I – Demolition (first part of this contract)
 2. Phase II – Pile Procurement (currently underway)
 3. Phase III – Construction (second part of this contract)
- v. Phase 2 – Ship Berth Lengthened to ~700LF
- vi. Phase 3 – RO/RO Dock, Barge Dock, and tie-in to CD10
- vii. SEP 2023 – BND secured grant under TXDOT Maritime Infrastructure Program

b. Project Locations [\[Exhibit D\]](#)

- i. Project Site and Associated Areas
 1. Cargo Dock No. 3 Site
 2. Laydown Yard – Project Trailers, material storage, parking, etc.
 3. Pile Storage Area (pending confirmation)
 4. Express Dock – Concrete Rubble

ADDENDUM NO. 2
ATTACHMENT E01
PAGE 2 OF 6



c. Scope of Work (David Broyles / Navin Galani) [\[Exhibit E1\]](#)

i. Phase I – Demolition: General Construction Sequence

1. Demolish waterside dock superstructure over pile rows A-H and the entire length of the rail trestle superstructure;
2. Fully extract dock piles for rows A-D and trestle piles for column T1. Then cut remaining dock and trestle piles at the mudline and remove;
3. Terminate water, electrical, and sewer on portions to be demolished and remove dock house and poles on landside foundation;
4. Demolish elevated landside platform and excavate down to remove existing retaining wall;
5. Demolish the remaining dock superstructure;
6. Remove the existing rip rap and store on site as directed by Owner;
7. Cut off piles on rows J-Q at mudline;
8. Remove and clear all debris from the mudline;
9. Demolish landside facilities and features as shown on drawings.

ii. Phase III – Construction: General Construction Sequence [\[Exhibit E2\]](#)

1. Excavate soil for steel pile installation;
2. Install landside platform piling and waterside platform piling (includes dynamic testing of select pipe piles to confirm axial geotechnical capacity);
3. Install grout jacket installation where specified;
4. Backfill up to soffit of landside platform slab as shown;
5. Install waterside platform precast pile caps and precast prestressed deck panel;
6. Install waterside platform topping slab and landside platform concrete slab;
7. Install landside mooring structures (independent of construction sequence above);
8. Install fenders and mooring hardware;
9. Site work, electrical and utilities work to be performed during various construction stages.

d. Bid Items (David Broyles / Navin Galani) [\[Exhibit F\]](#)

i. Bid Breakdown

1. Item Nos. 1 & 2 – Mobilization and Demobilization
2. Item Nos. 3 through 23 – Demolition Phase
3. Item Nos. 24 & 25 – Additive Bid Items
4. Item No. 26 – Alternate Bid Item
5. Item Nos. 27 through 68 – Construction Phase

ii. Method and Evaluation of Bids

1. Method: *Prices shall be LUMP SUM except where UNIT PRICES are requested by the Bid Form.*
2. Evaluation of Bids: *The Contract will be awarded to the responsive and responsible BIDDER submitting the lowest bid complying with the conditions of the Legal Notice and Invitation for Bids.*

V. Critical Dates (Dan Garza) [\[Exhibit G\]](#)

a. Mandatory Pre-Bid Meeting – THU 5/15/2025

b. Addendum No. 1

- i. Will include sign-in sheet; Q&A during pre-bid meeting; updates to Contract Documents, Technical Specifications, Drawings, and emailed questions
- ii. Questions Cutoff – MON 05/19/2025

**ADDENDUM NO. 2
ATTACHMENT E01
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- iii. Published – TUE 05/27/2025
 - c. Addendum No. 2 Published (if necessary)
 - i. Questions Cutoff – TUE 05/27/2025
 - ii. Published – FRI 06/06/2025
 - iii. Will include any remaining questions
 - d. Bid Opening – TUE 06/17/2025 no later than 4:00pm CST
 Sealed Envelope delivered to:
 Brownsville Navigation District Administration Office
 1000 Foust Road, Brownsville, TX 78521
 - e. Anticipated Commission Agenda item for Award – WED 07/02/2025
- VI. Submission Process (Manuel Martinez) [\[Exhibit H\]](#)
 - a. Items Required for Submission
 - i. Intent to Bid
 - ii. Attend Prebid Meeting
 - iii. Bid Package
 - iv. Notice of Award & Acceptance of Notice
 - v. Notice to Proceed & Acceptance of Notice
 - vi. Affidavit of All Bills Paid
 - b. Electronic Submittal Option via Bidnet Direct
 - i. <https://www.bidnetdirect.com/texas/portofbrownsville>
- VII. Bidding Documents (Manuel Martinez) [\[Exhibit I\]](#)
 - a. Bid Form
 - b. Bid Bond
 - c. Statement of Non-Collusion
 - d. Disclosure of Interests
 - e. Certificate & Definitions
 - f. Certificate Regarding Debarment, Suspension, and Other Responsibilities Matters
 - g. Respondent's Acknowledgement Form
 - h. Vendor Form Packet
 - i. Vendor Registration Form
 - ii. Conflict of Interest Questionnaire
 - i. Tex. Gov. Code Disclosure Statement
 - j. Contractor's Pre-Bid Disclosure Statement
 - k. Subcontractor's Pre-Bid Disclosure Statement
- VIII. Contract Documents (Manuel Martinez) [\[Exhibit J\]](#)
 - a. Agreement
 - b. Performance Bond
 - c. Payment Bond
 - d. Certificate of Insurance
 - e. General Conditions
 - f. Supplementary General Conditions
- IX. Technical Specifications (Navin Galani / David Broyles / Justin De La Rosa)
 - a. Section 01 33 00 – Submittal Procedures
 - b. Section 02 22 13 – Demolition Vibration Monitoring
 - c. Section 02 22 13 – Construction Vibration Monitoring

**ADDENDUM NO. 2
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- d. Section 03 31 30 – Marine Concrete
 - i. Mix Design
 - ii. Timing out of Concrete
 - iii. Submittals
- e. Section 03 45 33 – Precast Structural Concrete
- f. Section 09 97 10.00 10 – Metallic Coating
- g. Section 31 62 16.13 – Steel Pipe Piles
 - i. Owner-provided materials
 - ii. Test Pile Program
 - iii. Pile Driving Records
- X. Drawings [\[Exhibit K\]](#)
 - a. Demolition Sequencing (DRB)
 - b. Steel Pipe Piles (NKG)
 - i. Internal Shear Rings
 - ii. Pile Jackets
 - c. Mooring Structures – Two concrete placements (NKG)
 - d. Fender Hardware – Stainless steel elements (pad eyes, plates, etc.) (NKG)
 - e. Stormwater Sequencing (JDLR)
 - i. existing drainage remains until proposed line installed
 - ii. proposed line requires sequencing with BND/BRG
 - iii. Maintain positive drainage (surface and thru storm drains)
- XI. Addendum No. 1 Contents (Dan Garza)
 - a. Contract Documents [\[Exhibit L\]](#)
 - i. Bid Form
 - b. Technical Specifications [\[Exhibit M\]](#)
 - i. 01 06 00 Special Conditions
 - ii. 01 12 00 Permits
 - 1. Owner has obtained required USACE permits
 - 2. Requirements
 - ✓ Silt Fencing
 - ✓ Unconfined Bubble Curtains
 - ✓ Compliance with Endangered Species Act
 - iii. 02 41 00 Demolition
 - 1. Required Surveys
 - ✓ Pre-demolition Marine Surveys
 - ✓ Post-demolition Marine Surveys
 - ✓ Post-construction Marine Surveys
 - c. Drawings – Demolition Package [\[Exhibit N\]](#)
 - i. Sheet 00G-02 – GENERAL NOTES, ABBREVIATIONS, AND LEGEND
 - ii. Sheet 00G-03 – OVERALL SITE, STAGING & STORAGE PLAN
 - iii. Sheet 00X-02 – DOCK FACILITY EXISTING/DEMO PLAN (1 OF 2)
 - iv. Sheet 00X-03 – DOCK FACILITY EXISTING/DEMO PLAN (2 OF 2)
 - d. Drawings – Construction Package [\[Exhibit O\]](#)
 - i. Sheet 00G01 – COVER SHEET & INDEX OF DRAWINGS
 - ii. Sheet 00G06 – BASE MAP
 - iii. Sheet 00C01 – EXISTING SITE PLAN
 - iv. Sheet 00C02 – PROJECT LAYOUT
 - v. Sheet 00C03 – EXISTING DOCK PILES PLAN
 - vi. Sheet 01C01 – CIVIL SITE PLAN

ADDENDUM NO. 2
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- vii. Sheet 01C03 – ENLARGED PAVING PLAN – NORTH
 - viii. Sheet 06TX01 – ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)
 - ix. Sheet 06TX02 – TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES – FENCE AND BALED HAY: EC(1)-09
- XII. Miscellaneous Topics (Dan Garza)
- a. Liquidated Damages – \$1000/ calendar day
 - b. Standard General Conditions, Article 10 – Changes in the Work
 - i. All changes must be made in writing
 - c. Anticipated Unknowns – Demolition vs. Construction
 - d. BND Security [\[Exhibit P\]](#)
- XIII. Site Visit [\[Exhibit R\]](#)
- XIV. Questions & Answers Session (Dan Garza)
- a. Name / Company / Question
- XV. Closing Comments (Manuel Martinez)

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Agenda

- I** Welcome
- II** Introductions
- III** Agenda Overview
- IV** Project Overview
- V** Critical Dates
- VI** Submission Process
- VII** Bidding Documents
- VIII** Contract Documents
- IX** Technical Specifications
- X** Drawings
- XI** Addendum No. 2 Contents
- XII** Miscellaneous Topics
- XIII** Site Visit
- XIV** Question & Answer Session
- XV** Closing Comments

Introductions



Exhibit A – Sign-in Sheet



Meeting Attendance

Project:

Brownsville Navigation – Cargo Dock No. 3 – Phase I & III: Demolition and Construction

Subject:

Pre-Bid Meeting

Date:

Thursday, May 15, 2025

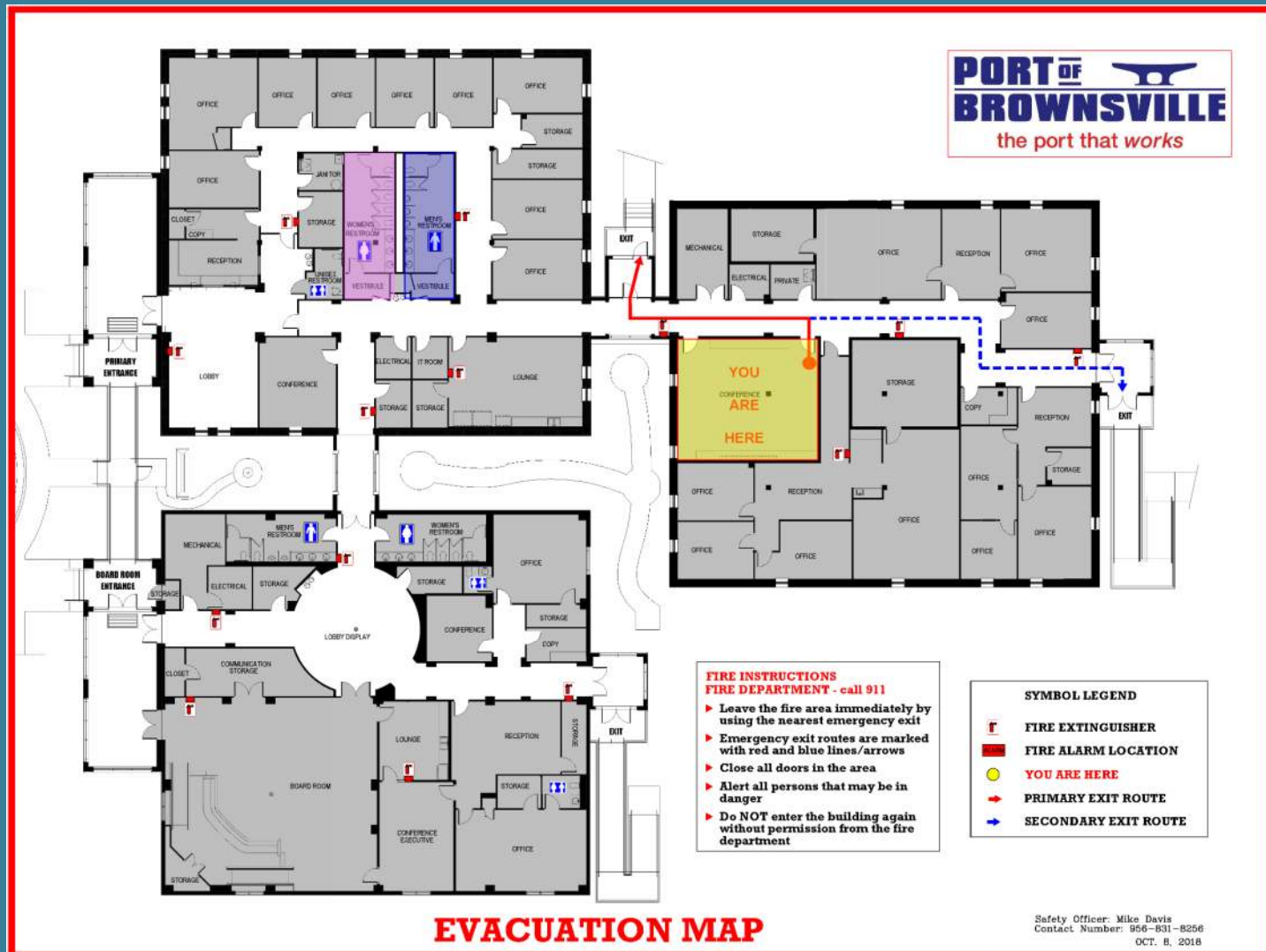
2:00pm to ###pm

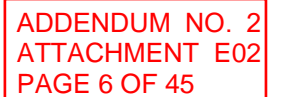
Location:

In Person and Virtual

Attendee	Organization	Phone Number	Email	Please Check One			
				General Contractor	Sub Contractor	Supplier	Other

Exhibit B – Safety Moment





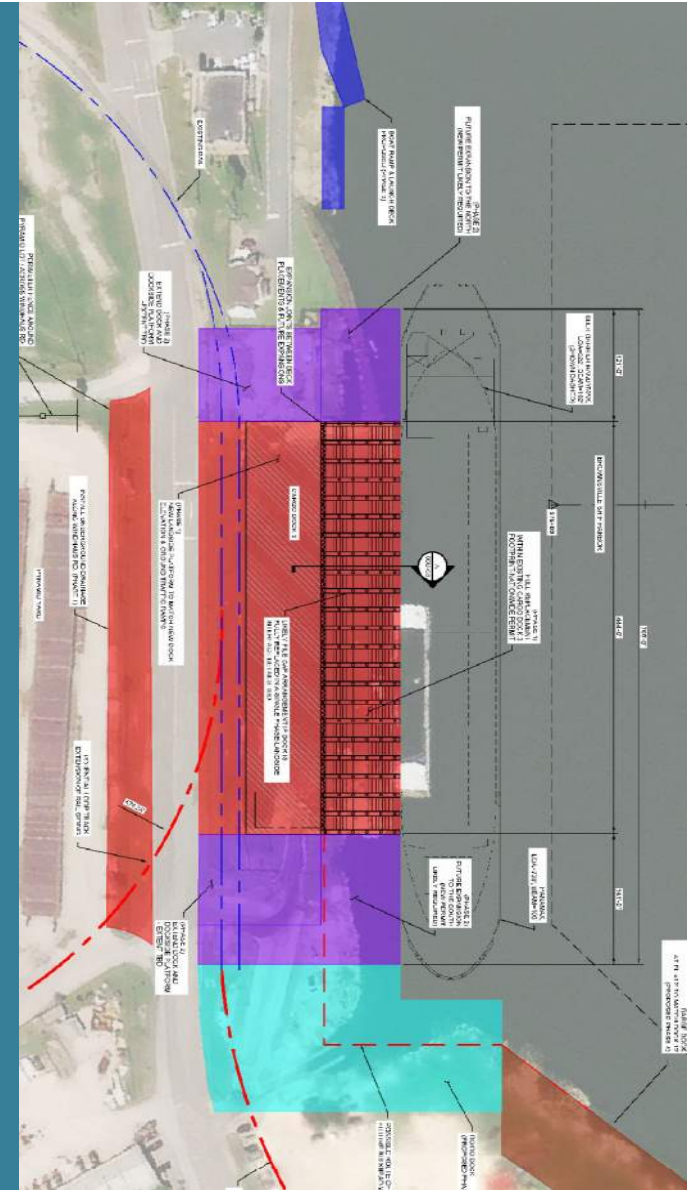


Exhibit D – Project Locations



Exhibit E1 – Scope of Work - Demolition

DEMOLITION SEQUENCE:

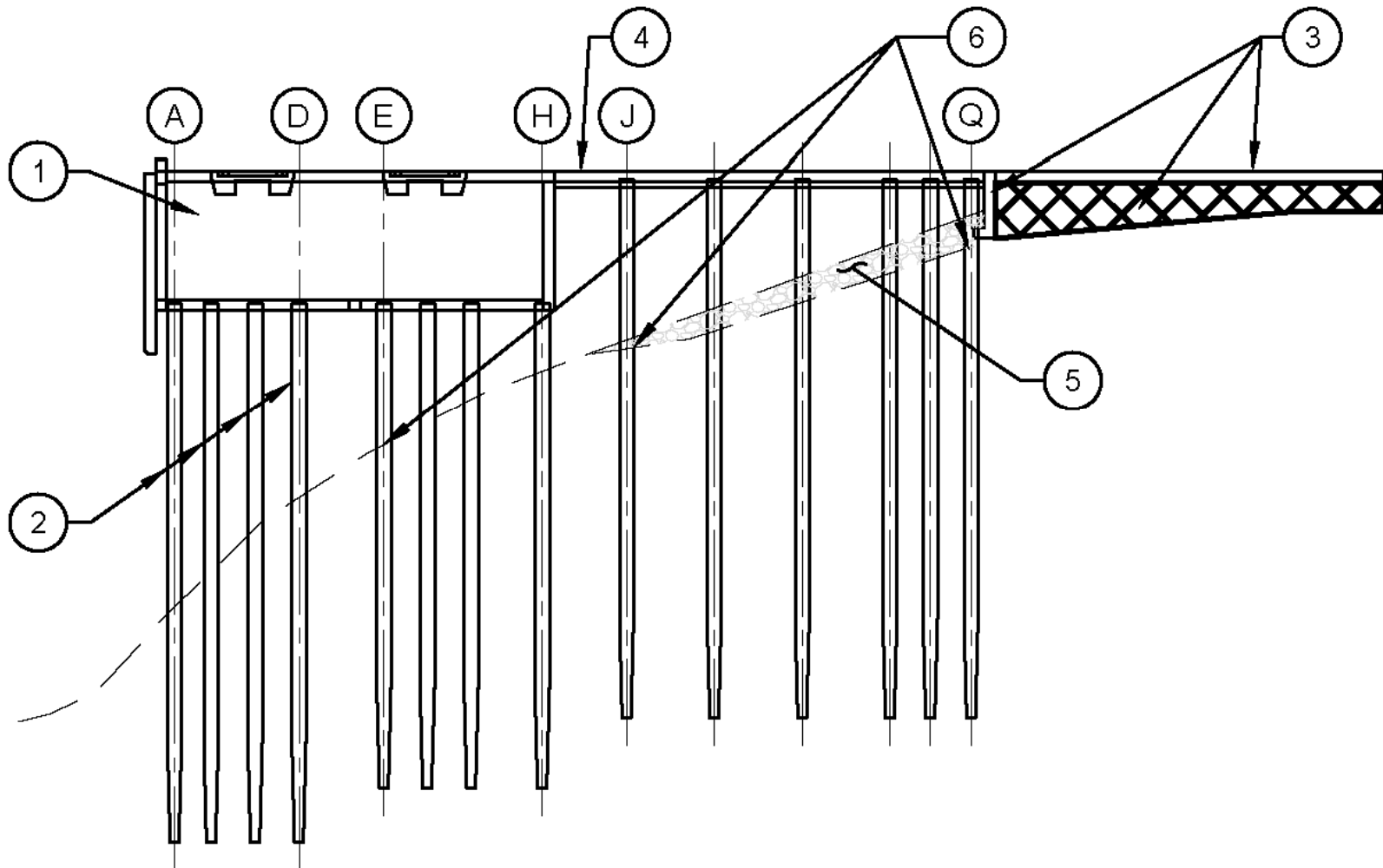
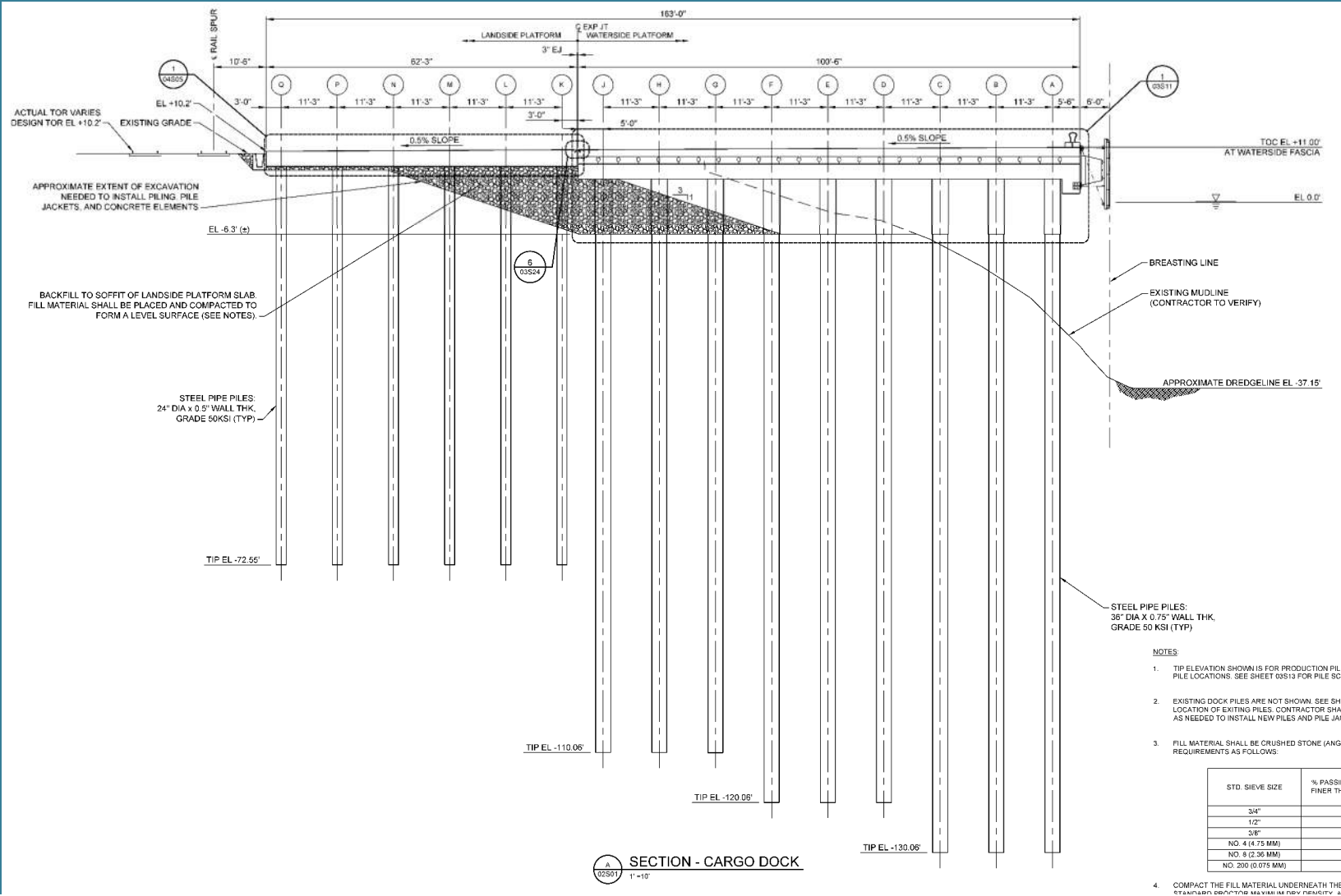


Exhibit E2 – Scope of Work - Construction



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ADDENDUM NO. 1
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ADDENDUM NO. 1
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Exhibit G – Critical Dates

➤ Mandatory Pre-Bid Meeting – THU 5/15/2025

➤ Addendum No. 2

i. Will include:

- Sign-in Sheet;
- Q&A during pre-bid meeting;
- updates to Contract Documents, Technical Specifications, Drawings and
- emailed questions

ii. Questions Cutoff – MON 05/19/2025

iii. Published – TUE 05/27/2025

➤ Addendum No. 2 Published (if necessary)

i. Questions Cutoff – TUE 05/27/2025

ii. Published – FRI 06/06/2025

iii. Will include any remaining questions

➤ Bid Opening – TUE 06/17/2025 no later than 4:00pm CST

Sealed Envelope delivered to:
Brownsville Navigation District Administration Office
1000 Foust Road, Brownsville, TX 78521

➤ Anticipated Commission Agenda Item for Award – WED 07/02/2025

Calendar for May 2025 (United States)

Sun	Mon	Tue	May Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	PRE-BID MEETING	16	17
18	ADD NO. 1 QUESTION CUTOFF	20	21	22	23	24
25	26	ADD NO. 1 PUBLISHED ADD NO. 2 QUESTION CUTOFF	28	29	30	31

Phases of the Moon: 4: 12: 20: 26: ●

Holidays and Observances: 5: Cinco de Mayo, 11: Mother's Day, 26: Memorial Day

Calendar for June 2025 (United States)

Sun	Mon	Tue	June Wed	Thu	Fri	Sat
1	2	3	4	5	ADD NO. 2 PUBLISHED	7
8	9	10	11	12	13	14
15	16	BID OPENING 4:00PM CST	18	19	20	21
22	23	24	25	26	27	28
29	30					

Phases of the Moon: 2: 11: 18: 25: ●

Holidays and Observances: 14: Flag Day, 15: Father's Day, 19: Juneteenth

Calendar for July 2025 (United States)

Sun	Mon	Tue	July Wed	Thu	Fri	Sat
		1	ANTICIPATED AGENDA ITEM FOR AWARD	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Phases of the Moon: 2: 10: 17: 24: ●

Holidays and Observances: 4: Independence Day

Calendar generated on www.timeanddate.com/calendar

Exhibit H – Submission Process

➤ Submission Process

i. Items Required for Submission

1. Intent to Bid
2. Attend Prebid Meeting
3. Bid Package
4. Notice of Award & Acceptance of Notice
5. Notice to Proceed & Acceptance of Notice
6. Affidavit of All Bills Paid

ii. Electronic Submittal Option via Bidnet Direct

1. <https://www.bidnetdirect.com/texas/portofbrownsville>

Exhibit I – Bidding Documents

➤ Bidding Documents

- i. Bid Form
- ii. Bid Bond
- iii. Statement of Non-Collusion
- iv. Disclosure of Interests
- v. Certificate & Definitions
- vi. Certificate Regarding Debarment, Suspension, and Other Responsibilities Matters
- vii. Respondent's Acknowledgement Form
- viii. Vendor Form Packet
 - 1. Vendor Registration Form
 - 2. Conflict of Interest Questionnaire
- ix. Tex. Gov. Code Disclosure Statement
- x. Contractor's Pre-Bid Disclosure Statement
- xi. Subcontractor's Pre-Bid Disclosure Statement

Exhibit J – Contract Documents

➤ Contract Documents

- i. Agreement
- ii. Performance Bond
- iii. Payment Bond
- iv. Certificate of Insurance
- v. General Conditions
- vi. Supplementary General Conditions

Technical Specifications - Overview

- Section 01 33 00 – Submittal Procedures
- Section 02 22 13 – Demolition Vibration Monitoring
- Section 02 22 13 – Construction Vibration Monitoring
- Section 03 31 30 – Marine Concrete
 - Mix Design
 - Timing out of Concrete
 - Submittals
- Section 03 45 33 – Precast Structural Concrete
- Section 09 97 10.00 10 – Metallic Coating
- Section 31 62 16.13 – Steel Pipe Piles
 - Owner-provided materials
 - Test Pile Program
 - Pile Driving Records

Exhibit K1 – Drawings (Demolition Sequencing)

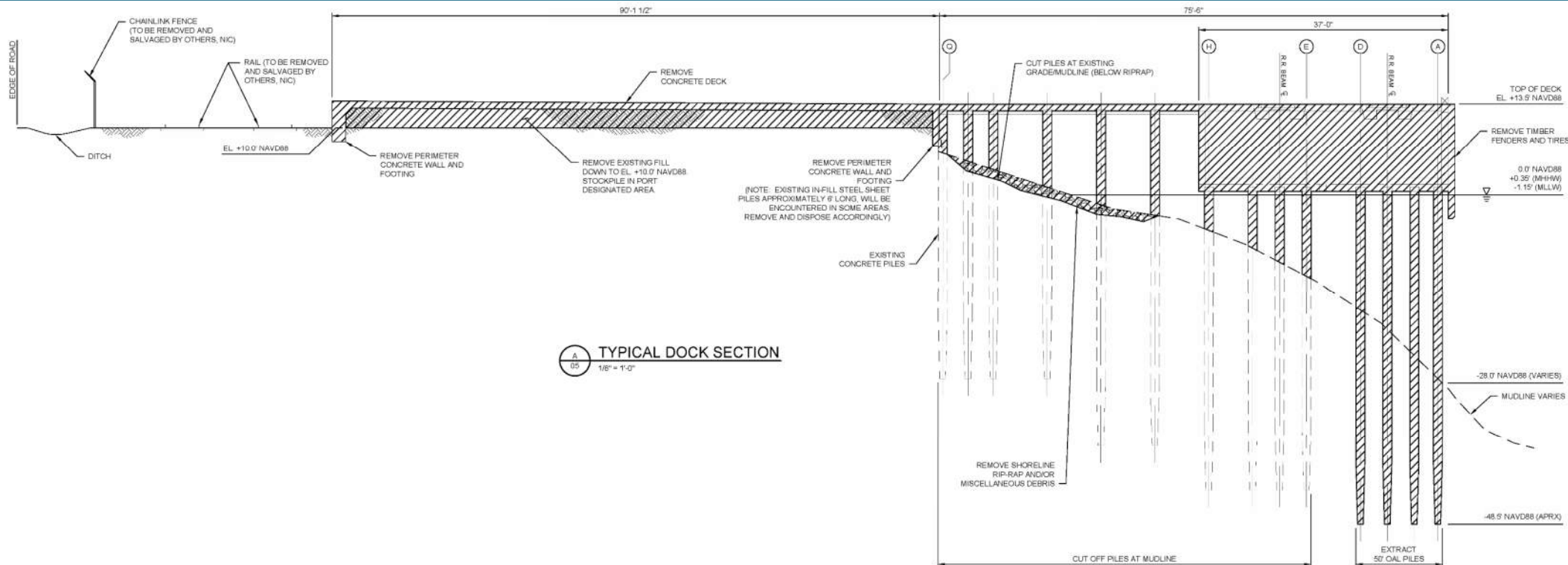


Exhibit K2 – Drawings (Steel Pipe Piles – Shear Rings)

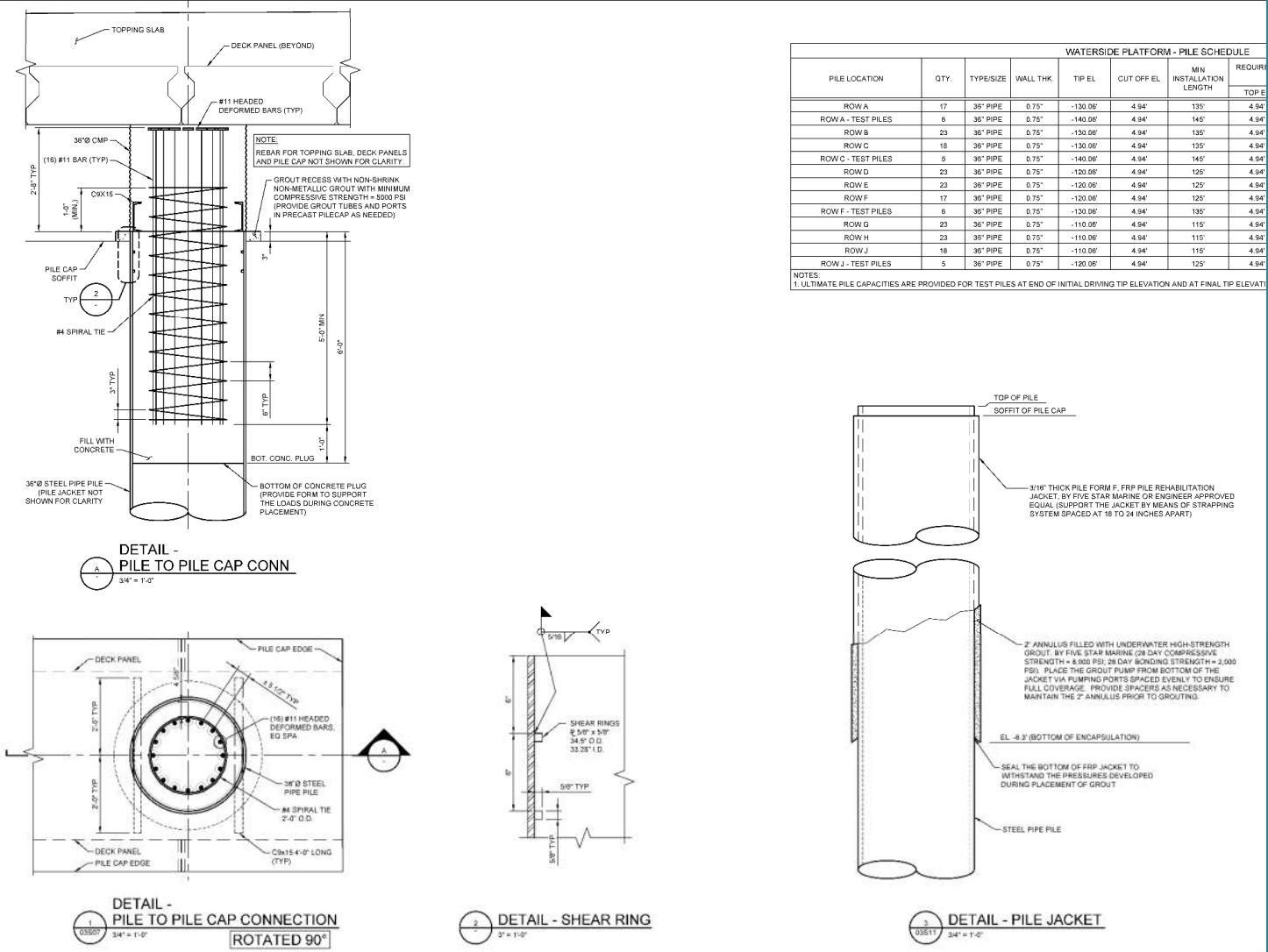


Exhibit K3 – Drawings (Mooring Structures)

SCALE: 3/8"=1'-0"

SCALE: 3/8"=1'-0"

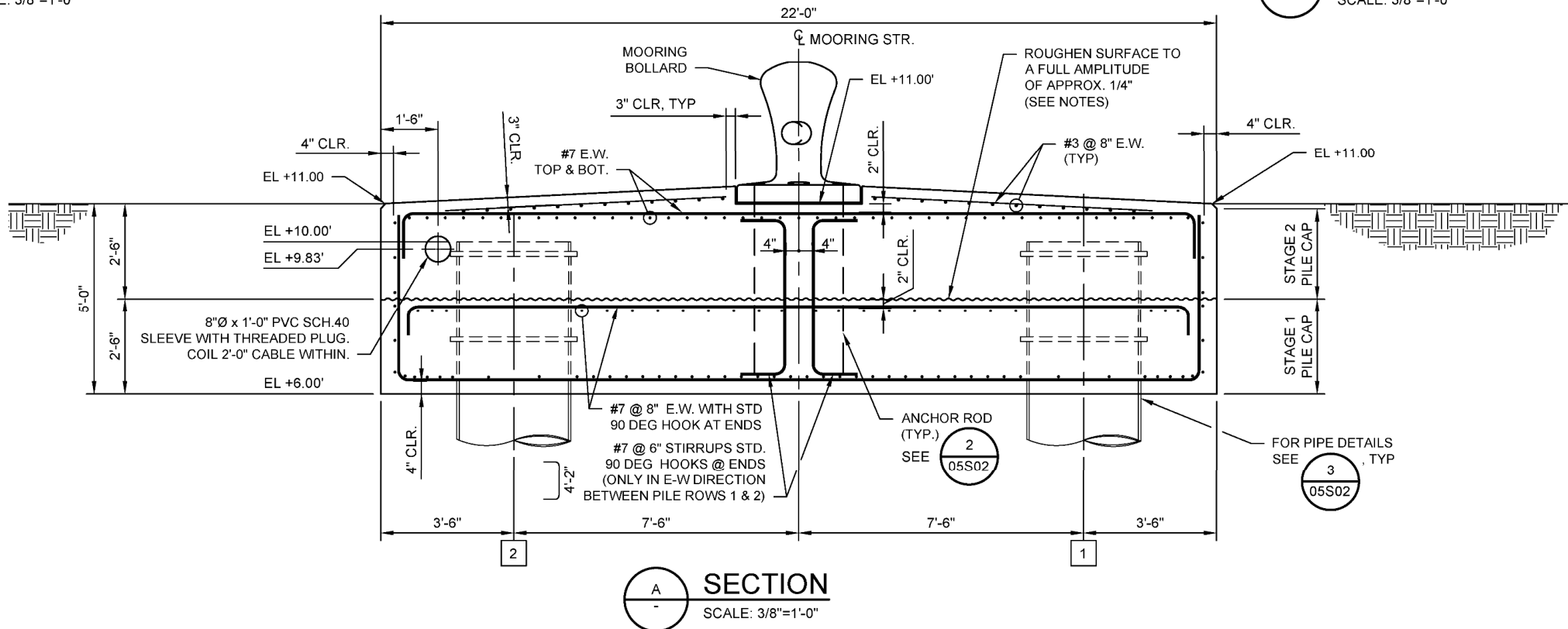
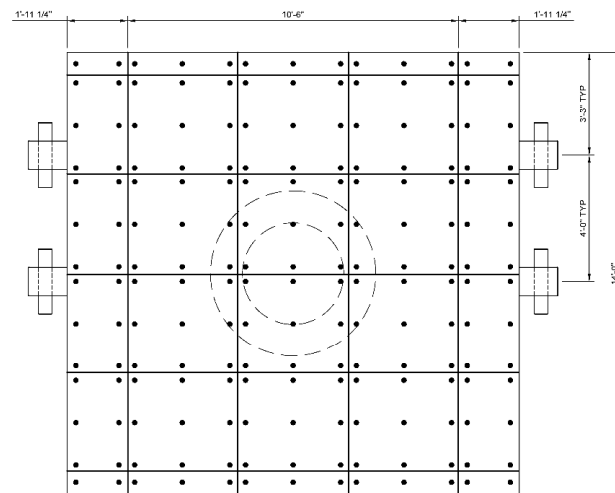
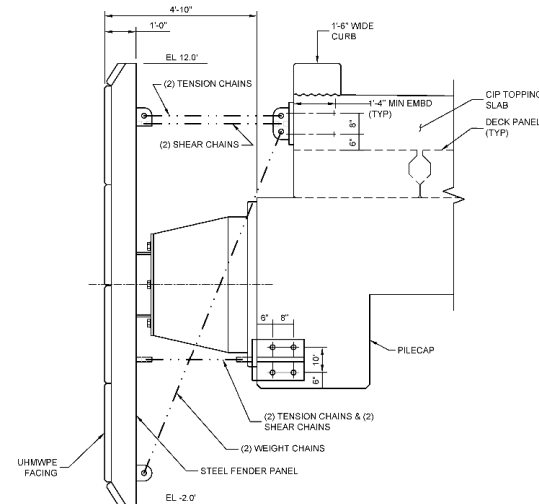


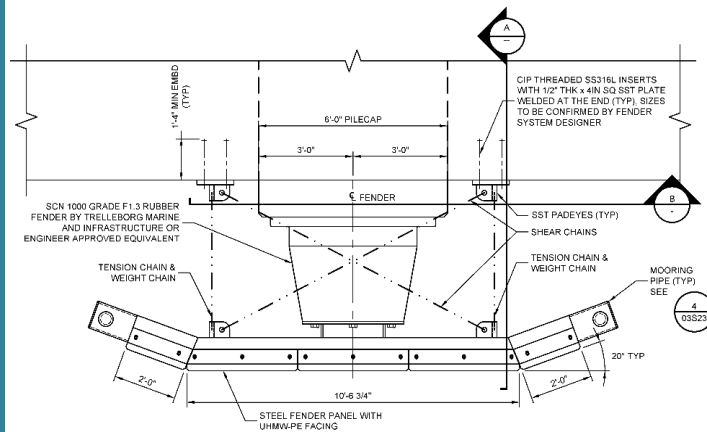
Exhibit K4 – Drawings (Fender Hardware)



1 ELEVATION
SCALE: 1/2" = 1'-0"

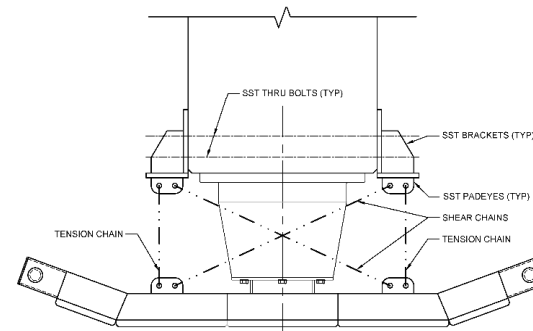


A SECTION A
SCALE: 1/2" = 1'-0"



2 PLAN - FENDER SYSTEM W/TOP CHAINS
SCALE: 1/2" = 1'-0"

ROTATED 180°



3 PLAN - FENDER SYSTEM W/BOT CHAINS
SCALE: 1/2" = 1'-0"

Exhibit K5 – Drawings (Stormwater Sequencing)

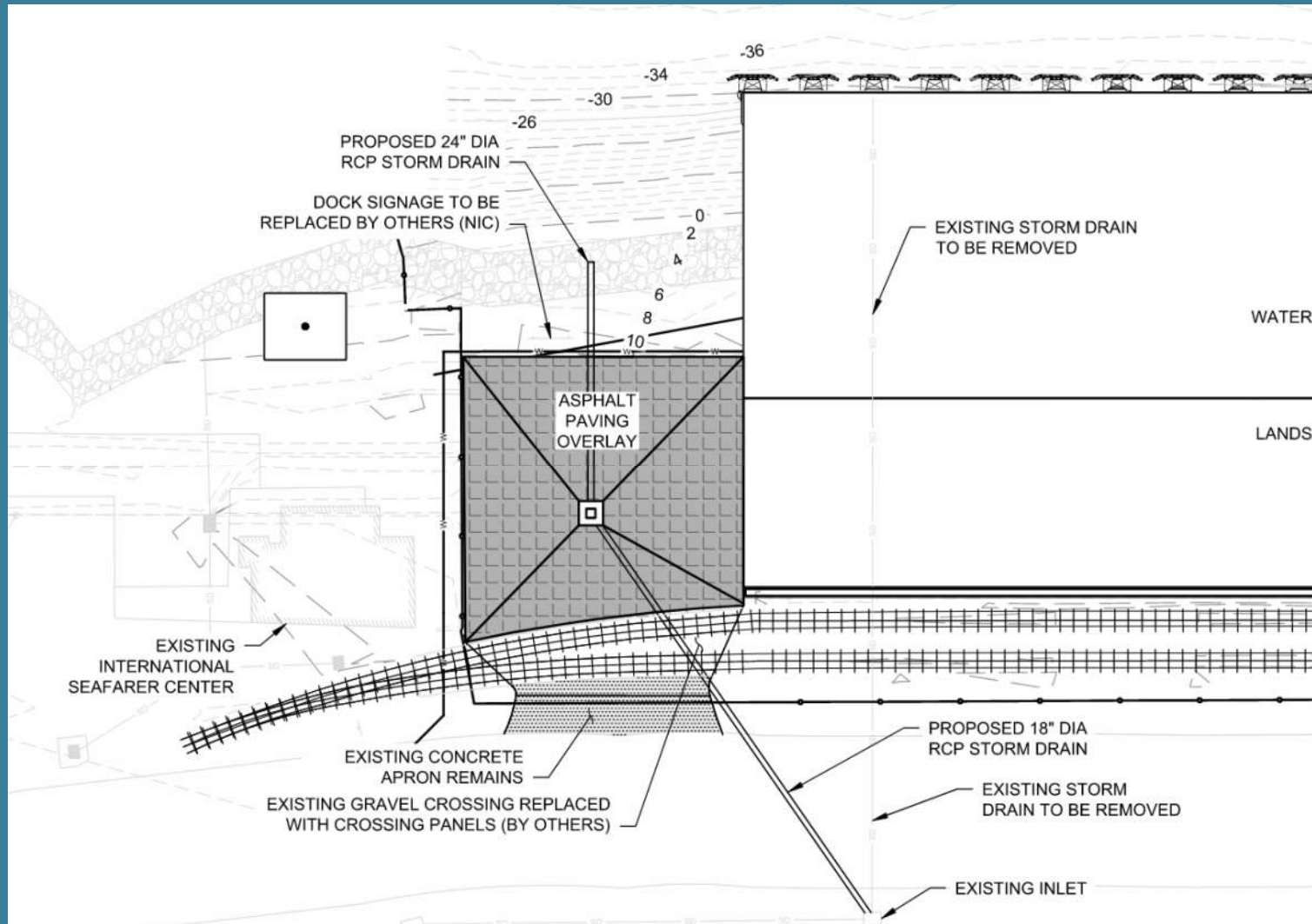


Exhibit L – Bid Form

BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION

ITEM	DESCRIPTION	EST QTY	UNIT	AMOUNT
19	VIBRATION MONITORING ALLOWANCE	1	LS	
20	PRE-DEMOLITION MARINE SURVEYS	1	LS	
21	POST DEMOLITION MARINE SURVEY	1	LS	
22	POST DEMOLITION DIVE SURVEY	1	LS	
23	POST DEMOLITION / CLOSE OUT TOPOGRAPHIC SURVEY	1	LS	

SUBTOTAL BASE BID (ITEMS 3 TO 23):

ADDITIVE BID ITEMS

24	STANDBY TIME (ASSOCIATED WITH MARINE SIDE WORKS) - ALLOWANCE	1	HR	
25	STANDBY TIME (ASSOCIATED WITH LAND SIDE WORKS) - ALLOWANCE	1	HR	

SUBTOTAL FOR ADDITIVE ITEMS (ITEMS 24 AND 25):

ALTERNATE BID ITEMS

26	CUT CONCRETE DOWN TO 36" (SEE NOTE C2 ON SHEET 02)	1	LF	
----	--	---	----	--

SUBTOTAL FOR ALTERNATIVE ITEM (ITEM 26):

CARGO DOCK 3 PHASE III: CONSTRUCTION

27	RECEIPT FROM PORT, INSPECTION, AND TRANSPORTATION OF PILES TO PROJECT SITE	1	LS	
28	VIBRATION MONITORING PROGRAM	1	LS	
29	SOIL EXCAVATION AND OFF-SITE DISPOSAL	20,100	CY	
30	BACKFILL WITH SPECIFIED FILL MATERIAL	10,400	CY	
31	INSTALL WATERSIDE PLATFORM PILES (INCLUDES SHEAR RINGS)	207	EA	
32	PDA TESTING OF WATERSIDE PLATFORM TEST PILES	22	EA	
33	FURNISH AND INSTALL PILE WRAPS FOR WATERSIDE PLATFORM PILES	207	EA	
34	FURNISH AND INSTALL PRECAST PILE CAPS	23	EA	
35	FURNISH AND INSTALL PRECAST PRESTRESSED DECK PANELS	550	EA	
36A	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE FOR WATERSIDE PLATFORM (PILE PLUGS, CAP CLOSURE, TOPPING SLAB, BULL RAIL)	4,000	CY	
36	FURNISH AND INSTALL BULL RAIL EDGE ARMORING	1	LS	
37	FURNISH AND INSTALL EXPANSION JOINT	1	LS	
38	FURNISH AND INSTALL FENDER SYSTEMS	23	EA	

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PORT of BROWNSVILLE

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BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION

BID FORM

BND CARGO DOCK NO. 3 - PHASE I & III: DEMOLITION AND CONSTRUCTION

BIDDER Agrees to perform all the work described in the Contract Documents for the following Unit Prices (which include any and all applicable taxes and fees):

Tuesday June 3, 2025.

ITEM	DESCRIPTION	EST QTY	UNIT	COST	AMOUNT
1	MOBILIZATION	1	LS		
2	DEMOBILIZATION	1	LS		

SUBTOTAL MOBILIZATION AND DEMOBILIZATION (ITEMS 1 AND 2):

3	MOBILIZATION AND DEMOBILIZATION				
4	PILE SUPPORTED DOCK DEMO (EXCLUDING PILE REMOVAL)	1	LS		
5	PILE SUPPORTED DOCK DEMO (REINF. CONC. PILING FULL EXTRACTION)	178	EA		
6	PILE SUPPORTED DOCK DEMO (REINF. CONC. PILING CUT AND REMOVAL)	423	EA		
7	REMOVE DIVE REPORT SUBMERGED ITEMS AND DEMOLITION DEBRIS AT MUDLINE	1	LS		
8	RAILROAD TRESTLE DEMOLITION (EXCLUDING PILE REMOVAL)	1	LS		
9	RAILROAD TRESTLE (REINFORCED CONCRETE PILING FULL EXTRACTION)	4	EA		
10	RAILROAD TRESTLE (REINFORCED CONCRETE PILING CUT AND REMOVAL)	92	EA		
11	LANDSIDE PLATFORM DECK/PAVING AREA DEMOLITION	1	LS		
12	SHORELINE RIP RAP AND SHORELINE DEBRIS REMOVAL	1	LS		
13	LANDSIDE TIMBER AND MISCELLANEOUS ITEMS REMOVAL	1	LS		
14	TRANSPORT CONC. TO STORAGE FOR FURTHER CUTTING (ASSUME 3 MILES EA WAY)	1	LS		
15	TRENCH EXCAVATION SAFETY PROTECTION	1	LS		
16	RESHAPE SLOPE AT TRESTLE FOOTING AREA	1	LS		
17	HYDROMULCH SEEDING	1	LS		
18	REMOVAL & DISPOSAL OF UTILITY POLE - ABANDONED (ALLOWANCE)	1	LS		

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PORT of BROWNSVILLE

ADDENDUM NO. 1
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PAGE 2 OF 6

BND CARGO DOCK NO. 3 - PHASE I & III:
DEMOLITION AND CONSTRUCTION

BID FORM

BND CARGO DOCK NO. 3 - PHASE I & III: DEMOLITION AND CONSTRUCTION

ITEM	DESCRIPTION	EST QTY	UNIT	COST	AMOUNT
39	FURNISH AND INSTALL WATERSIDE PLATFORM MOORING BOLLARDS	9	EA		
40	INSTALL LANDSIDE PLATFORM PILES (INCLUDES SHEAR RINGS)	276	EA		
41	PDA TESTING OF LANDSIDE PLATFORM TEST PILES	13	EA		
42	FURNISH AND INSTALL PILE WRAPS FOR LANDSIDE PLATFORM PILES	276	EA		
43	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE FOR LANDSIDE PLATFORM SLAB	3,400	CY		
44	INSTALL MOORING STRUCTURE (MS1 & MS2) PILES (INCLUDES SHEAR RINGS)	12	EA		
45	PDA TESTING OF MS1 & MS2 TEST PILES	2	EA		
46	FURNISH AND INSTALL CAST-IN-PLACE CONCRETE PILE CAP/SLAB FOR MS1 & MS2	240	CY		
47	FURNISH AND INSTALL MOORING BOLLARDS FOR MS1 & MS2	2	EA		
48	18" DIAMETER REINFORCED CONCRETE PIPE (Class III)	160	LF		
49	24" DIAMETER REINFORCED CONCRETE PIPE (Class III)	83	LF		
50	30" DIAMETER REINFORCED CONCRETE PIPE (Class III)	234	LF		
51	PROPOSED TRENCH DRAIN	570	LF		
52	TRENCH SAFETY (STORM WATER INLETS AND MANHOLES)	3	EA		
53	TRENCH SAFETY (STORM WATER LINE)	477	LF		
54	PROPOSED 3' X 3' GRATE INLET	1	EA		
55	PROPOSED 10' X 6' JUNCTION BOX W/MANHOLE	1	EA		
56	6" CONCRETE CURB	155	LF		
57	PROPOSED S.E.T. (18")	1	EA		
58	IN SM RD SN SUP & AM TY 10BWG (1)Sa(P)	3	EA		
59	REMOVAL OF EXISTING 18" STORM DRAIN PIPE	467	LF		
60	REMOVAL OF EXISTING INLET	3	EA		
61	TYPE D HOT-MIX ASPHALTIC CONCRETE PAVEMENT (5") (INCL TACK COAT)	3154	SY		
62	TYPE B HOT-MIX ASPHALTIC CONCRETE PAVEMENT (5")	3154	SY		
63	PRIME COAT (MC-30)(0.15 Gal/SY)	475	GAL		
64	LIMESTONE BASE (18") (Ty A)(Gr1-2)	3375	SY		
65	TENSAR TX5 GEOGRID OR APPROVED EQUAL	3354	SY		

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PORT of BROWNSVILLE

ADDENDUM NO. 1
ATTACHMENT A01
PAGE 4 OF 6

ADDENDUM NO. 2
ATTACHMENT E02
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Exhibit M1 – Technical Specs (Special Conditions)

BND CD3 Phase 1 - Demolition Package and Construction Package		IFB
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SPECIAL CONDITIONS		
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3.0	PROTECTION OF EXISTING EQUIPMENT, STRUCTURES AND UTILITIES..	3
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Exhibit M2 – Technical Specs (Permits)

BND CD3 Phase 1 - Demolition Package and Construction Package IFB

SECTION 01 12 00

PERMITS

PART 1 GENERAL

1.1 OWNER-OBTAINED PERMITS

- a. The Owner has a permit associated with this project: Exhibit A - U.S. Army Corps of Engineers (USACE) Permit SWG-2023-00476; Nationwide Permit Verification.
- b. A copy of the permit is attached at the end of this Section. The Contractor shall comply with all provisions and special conditions contained in the Permit. Where dimensions or configurations conflict between the construction drawings and the permit drawings, the dimensions or configurations shown on the construction drawings shall govern.
- c. Contractor shall file all required notifications with the regulatory agencies.

1.2 CONTRACTOR-OBTAINED PERMITS

- a. Any other necessary permits not mentioned in Paragraph 1.1 shall be the responsibility of the Contractor.
- b. For all Contractor-obtained permits, Contractor shall make application for and pay for any necessary permit fees, temporary or permanent utility interruption fees, and/or relocation fees.

1.3 SUBMITTALS

- a. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:
 - SD-03 Product Data
 - Silt Fencing
 - Bubble Curtain

PART 2 PRODUCTS

2.2 SILT FENCING

- a. As a special condition of the Permit, Contractor shall provide silt fencing along the shoreline of the project limits. Refer to and adhere to TXDOT drawing EC(1)-09, "Temporary Erosion Sediment and Water Pollution Control Measures - Fence & Baled Hay."

2.3 BUBBLE CURTAIN

- a. As a special condition of the Permit, Contractor shall provide

SECTION 01 12 00
Page 1

ADDENDUM NO. 1
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BND CD3 Phase 1 - Demolition Package and Construction Package IFB

- from the compressor to the aeration pipe inlet the flow meter at the compressor can be eliminated.
- 3. Flow meters shall be installed according to the manufacturer's recommendation based on either laminar flow or non-laminar flow.

PART 3 EXECUTION

3.1 SILT FENCING

- a. As a special condition of the Permit, Contractor shall provide, install, and maintain silt fencing along the shoreline of the project limits. Silt fencing will be installed to minimize potential entanglement by protected species and weekly inspections will occur, with all damaged gear repaired or removed. Upon receipt of Substantial Completion authorization, remove silt fencing from the project site and dispose of in its entirety.

3.2 BUBBLE CURTAIN

- a. As a special condition of the Permit, Contractor shall provide bubble curtains around water-based equipment during pile driving operations. Impact driving shall not take place between one hour after sunset and one hour before sunrise.

3.3 COMPLIANCE WITH ENDANGERED SPECIES ACT

- a. As a special condition of the Permit, Contractor must comply with the Endangered Species Act for sea turtles, manta rays, and manatees. Contractor must comply with the NOAA Fisheries Protected Species Construction Conditions and Vessel Strike Avoidance Measures. The Contractor shall:
 - 1. be informed of the requirements of the permit, the methodology of identification, and protocols for witnessing, protecting, and reporting protected species listed above;
 - 2. be responsible for observing during water-related activities for the presence of protected species;
 - 3. implement all appropriate precautions if protected species are seen within 100-yards of daily construction operation or vessel movement;
 - 4. cease work if protected species are seen within 50-foot radius (buffer zone) of active work area and only continue after protected species have departed the project area of its own volition;
 - 5. immediately report collisions with, injury to, or sighting of protected species;
 - 6. conduct all work during daylight hours;
 - 7. provide installation, utilization, maintenance, and removal post-construction of silt fencing along the shoreline and bubble curtains around water-based equipment during pile driving operations;
 - 8. Operate at the minimum safe speed and maintain vigilant watch for protected species to avoid striking them;
 - 9. Operate at idle/no wake speeds while in any project construction areas, in water depths where the draft of the vessel provides less than four feet of clearance from the bottom, or in all depths after a protected species has been observed and has recently departed the area; and

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Page 3

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Exhibit M3 – Technical Specs (Demolition)

writing 10 working days prior to the commencement of work in accordance with 49 CFR 61, Subpart M. Comply with Federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," conform to the safety requirements contained in ASSP A10.6. Comply with the Environmental Protection Agency requirements specified. Use of explosives will not be permitted.

1.6.1 Dust and Debris Control

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.7 PROTECTION

1.7.1 Traffic Control Signs

- a. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind. Notify the Owner prior to beginning such work.

1.7.2 Protection of Personnel

Before, during and after the demolition work continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

1.8 PRE-DEMOLITION SURVEY

Before beginning any demolition or deconstruction work, survey the site and examine the drawings and specifications to determine the extent of the work. Record existing conditions in the presence of the Owner showing the condition of structures and other facilities adjacent to areas of alteration or removal. Photographs sized 4 inch will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, alarm systems, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document. Submit survey results.

1.9 ATTACHMENTS

- 02 41 00 Exhibit A - Topographic Survey
- 02 41 00 Exhibit B - Original Cargo Dock 3 Drawings
- 02 41 00 Exhibit C - Cargo Dock 3 Dive Debris Report

PART 2 PRODUCTS

2.1 FILL MATERIAL

3.5 DISPOSAL OF REMOVED MATERIALS

3.5.1 Regulation of Removed Materials

Dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations with all applicable federal, state and local regulations as contractually specified in the Waste Management Plan.

3.5.2 Burning on Owner Property

Burning of materials removed from demolished and deconstructed structures will not be permitted on Owner property.

3.5.3 Removal to Spoil Areas on Owner Property

Transport noncombustible materials removed from demolition and deconstruction structures to designated spoil areas on Owner property.

3.5.4 Removal from Owner Property

Transport waste materials removed from demolished and deconstructed structures, except waste soil, from Owner property for legal disposal. Dispose of waste soil as directed.

3.6 REUSE OF SALVAGED ITEMS

Recondition salvaged materials and equipment designated for reuse before installation.

3.7 POST DEMOLITION MARINE SURVEYS

Upon completion of the dock selective demolition, marine surveys shall be conducted on the area. These surveys will be submitted for information to Owner. Retain a registered professional land surveyor for the survey's documentation, duly licensed and registered in Texas, to inspect and qualify remaining structures and feature conditions were not changed from the pre-demolition surveys and are sound and safe for operations. If the findings indicate the remaining structures are not structurally sound and safe for operations due to Contractor's demolition efforts, then the Contractor shall notify the Owner, and upon concurrence by the Owner, the Contractor shall repair or structurally enhance the remaining features to the satisfaction of the Owner.

Submit a report that provides a comparison of post-demolition conditions to the pre-demolition conditions including the portion of structures remaining.

The Contractor shall perform the following surveys:

a. Marine surveys

- 1. At the conclusion of the demolition operations, the contractor shall perform a multi-beam bathymetric survey, a side scan sonar survey, and a magnetometer survey to confirm all structures/debris have been removed.
- 1. The USACE standards for Hydrographic Surveying shall be followed where appropriate. The survey shall follow "Other General Surveys and Studies (Coastal Engineering Surveys)" specifications according to USACE manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.

specifications according to USACE manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.

- 2. The survey shall focus on the areas where the Drawings indicated the location of structures / debris that required demolition. The Contractor shall submit a drawing that indicates the findings of the survey to confirm that all structures / debris has been removed from the site. The demolition team shall not demolish from the site until the Owner has reviewed and accepted the report findings.

3.8 POST-CONSTRUCTION MARINE SURVEYS

Upon completion of the dock construction, marine surveys shall be conducted of the area. These surveys will be submitted for information to Owner. Retain a registered professional land surveyor for the survey's documentation, duly licensed and registered in Texas, to document the completed structures and associated features and conditions.

The Contractor shall perform the following surveys:

a. Marine surveys

- 1. At the conclusion of the construction operations, the contractor shall perform a multi-beam bathymetric survey, a side scan sonar survey, and a magnetometer survey to confirm condition of the constructed elements.
- 1. The USACE standards for Hydrographic Surveying shall be followed where appropriate. The survey shall follow "Other General Surveys and Studies (Coastal Engineering Surveys)" specifications according to USACE manual No. 1110-2-1003. Quality control and quality assurance (QA/QC) procedures as presented in the manual shall be followed where applicable.
- 2. The Contractor shall submit survey drawings that confirms that all structures have been constructed across the site. The Contractor shall not demolish from the site until the Owner has reviewed and accepted the findings.

b. Dive survey

- 1. At the conclusion of the construction operations the Contractor shall perform a post-construction dive survey to confirm the condition of the constructed elements.
- 2. The Contractor shall submit inspection report that indicate the findings of the survey to confirm that all structures have been constructed across the site. The Contractor shall not demolish from the site until the Owner has reviewed and accepted the findings.

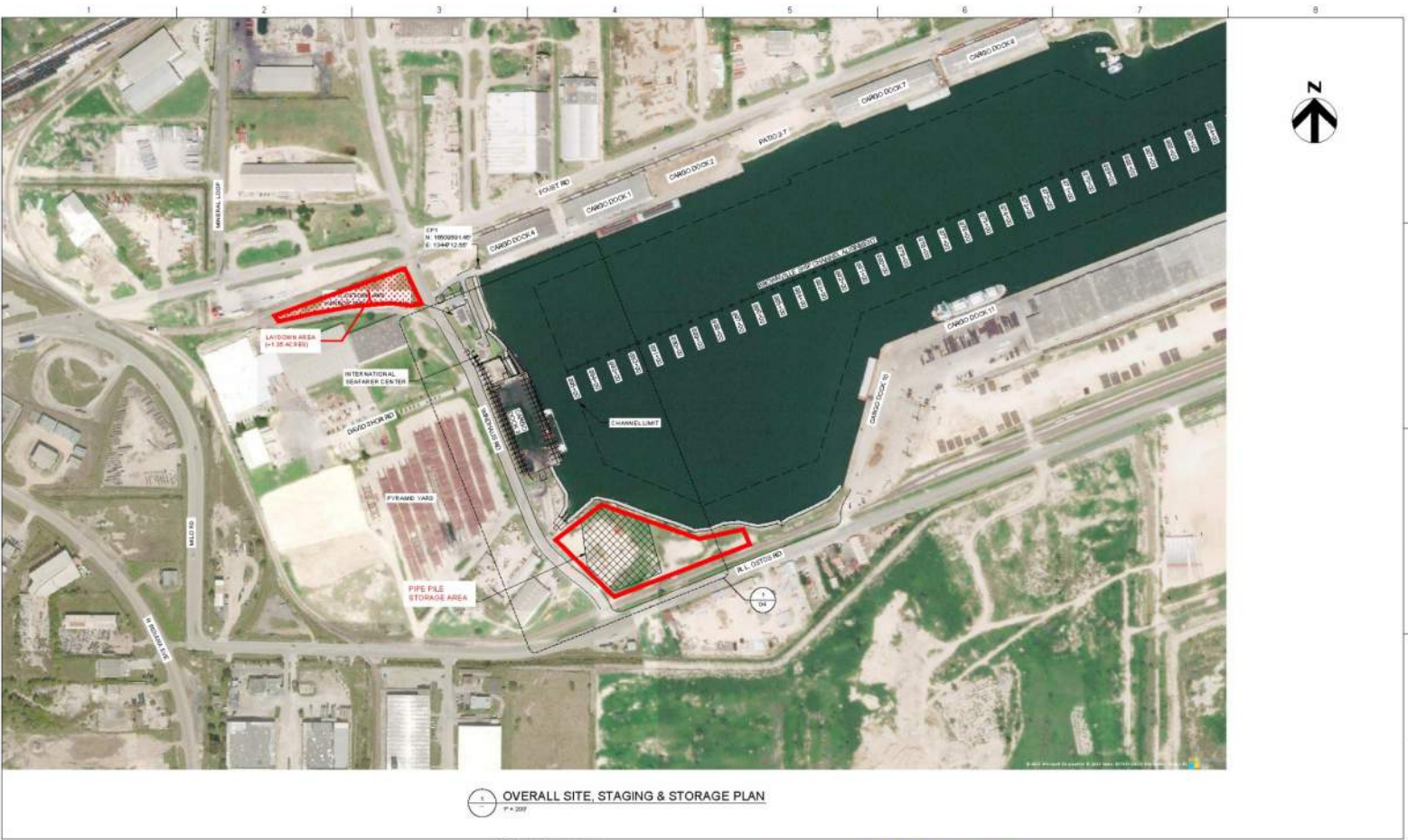
c. Topographic survey

- 1. At the conclusion of the construction operations the Contractor shall perform a post-construction topographic survey to confirm the condition of the constructed elements.
- 2. The Contractor shall submit a survey drawing that confirms the



HDR Engineering, Inc.
TBPELS Firm
Registration No. F-754

Exhibit N2 – Drawings: Demolition Package



1 OVERALL SITE, STAGING & STORAGE PLAN
1" = 200'



REV	DATE	DESCRIPTION
B	08/02/2023	ADDENDUM NO. 2
A	08/02/2023	ISSUED FOR BIP

PROJECT MANAGER: S. M. WILSON
DESIGNED BY: D. B. BRIDGES
DRAWN BY: A. VILLARREAL
CHECKED BY: S. A. MCDY
PROJECT NUMBER: 1030225



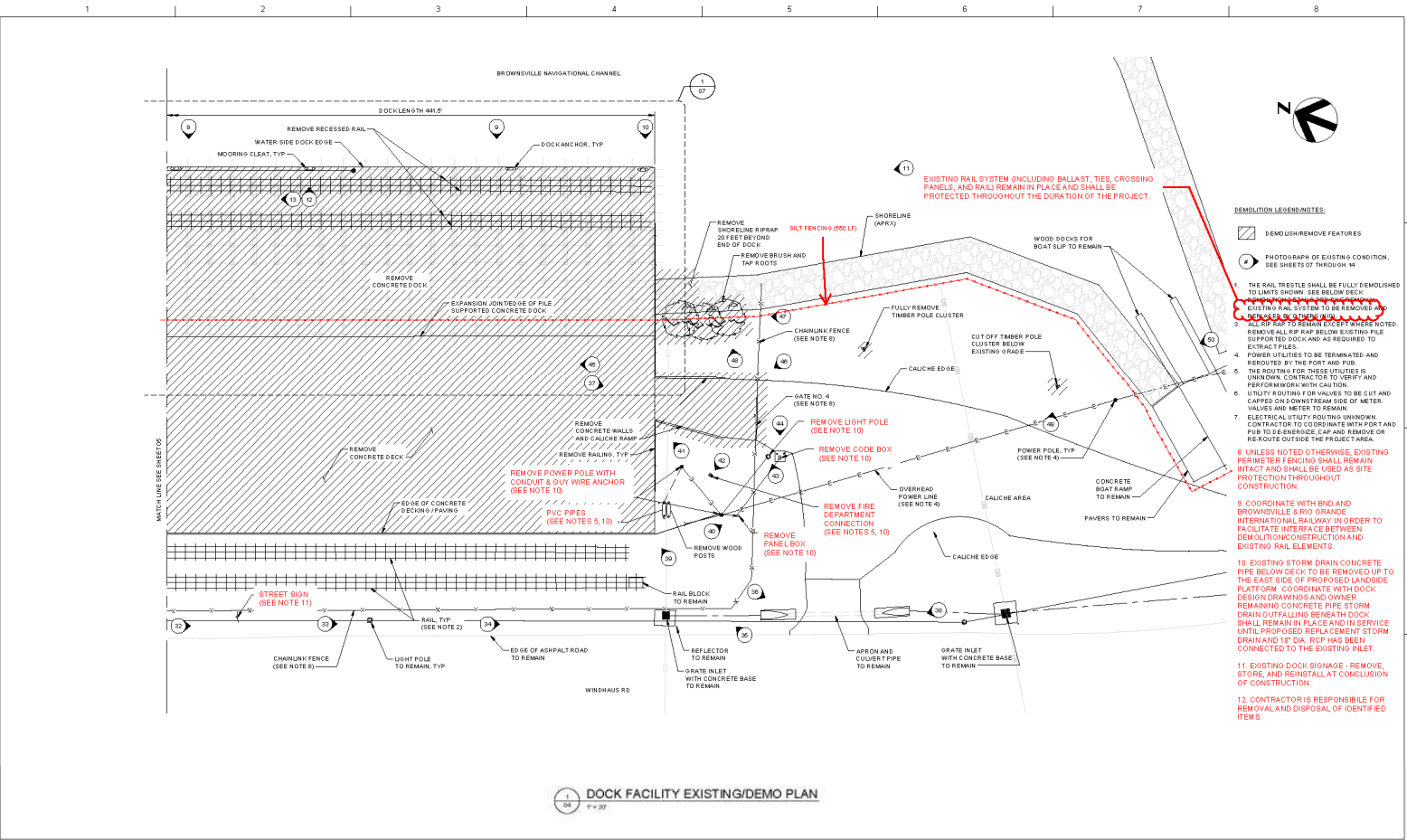
OVERALL SITE, STAGING & STORAGE PLAN

ADDENDUM NO. 2
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PAGE 1 OF 1

SHEET 03

SCALE 1" = 200'

Exhibit N4 – Drawings: Demolition Package



PROJECT MANAGER: KIM WINDY	DESIGNED BY: D. B. BROOKS
DRAWN BY: A. VALLAPREAL	CHECKED BY: S. A. MCDON
PROJECT NUMBER: 1032026	



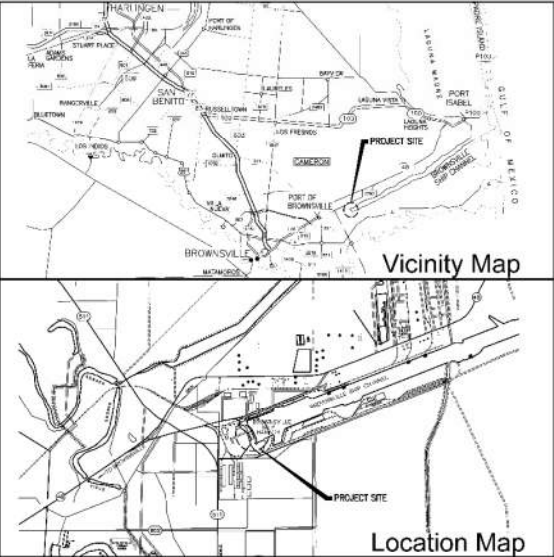
DOCK FACILITY EXISTING/DEMO PLAN (2 OF 2)

ADDENDUM NO. 1 ATTACHMENT C04 PAGE 1 OF 1

SCALE: 1" = 30'

SHEET: 06

Exhibit O1 – Drawings: Construction Package



Construction Drawings For

Brownsville Navigation District

Cargo Dock No. 3 Phase 1

Project No.
10320226

BROWNSVILLE, TEXAS
SEPTEMBER 2023



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0005	GENERAL NOTES & DESIGN CRITERIA 2 OF 2
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0734	PILE PLAN 421 OF 2

Exhibit O2 – Drawings: Construction Package

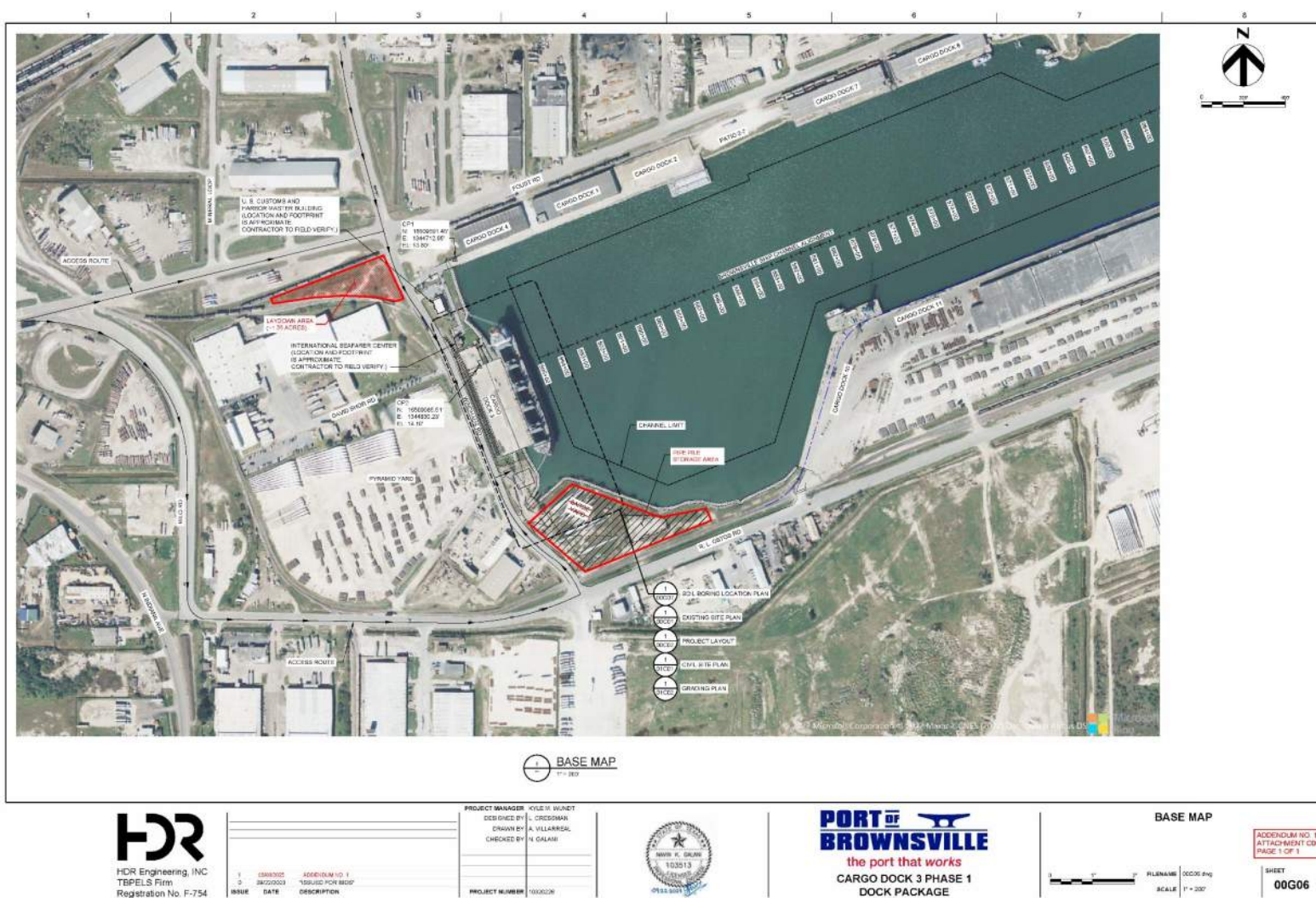




Exhibit O4 – Drawings: Construction Package

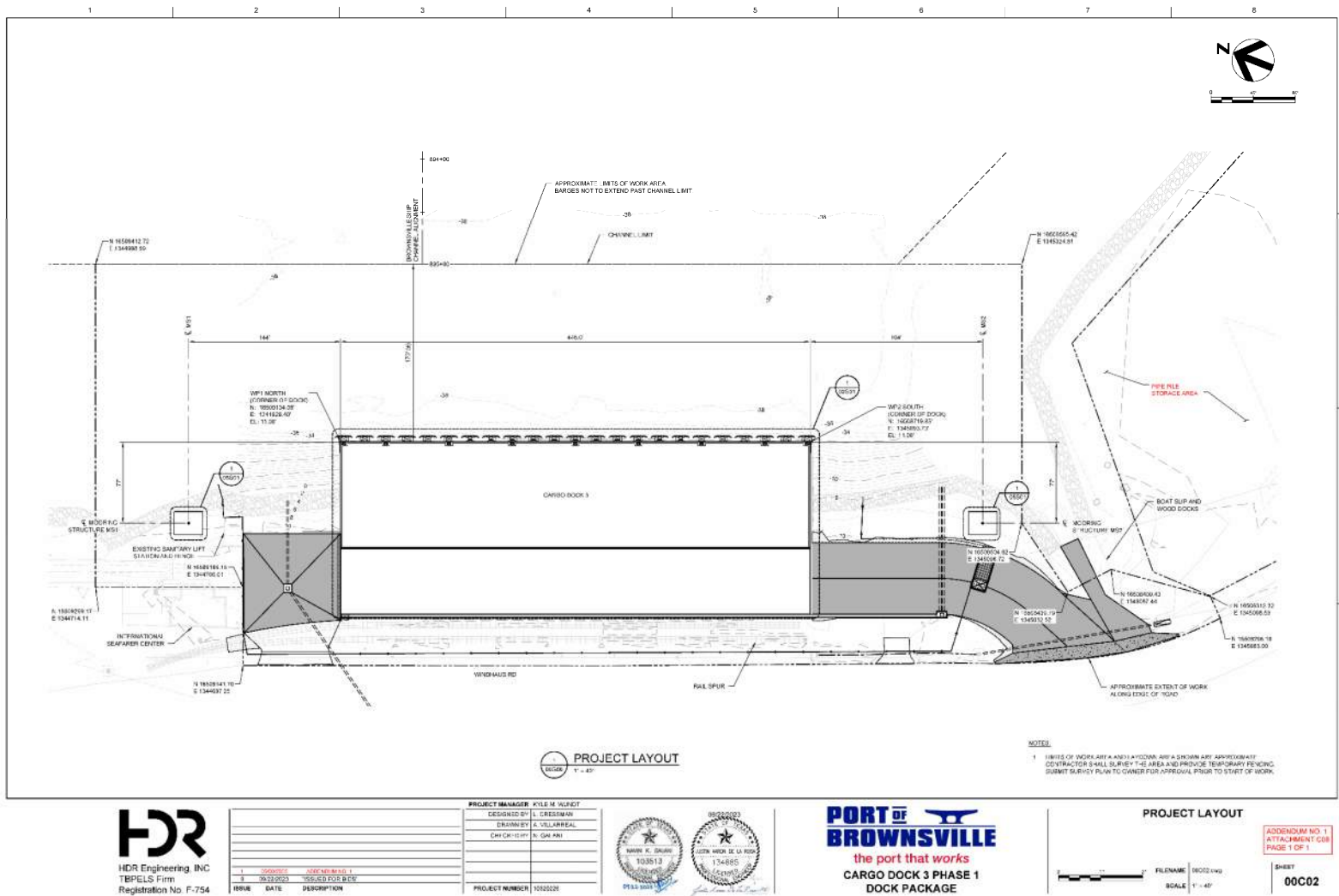
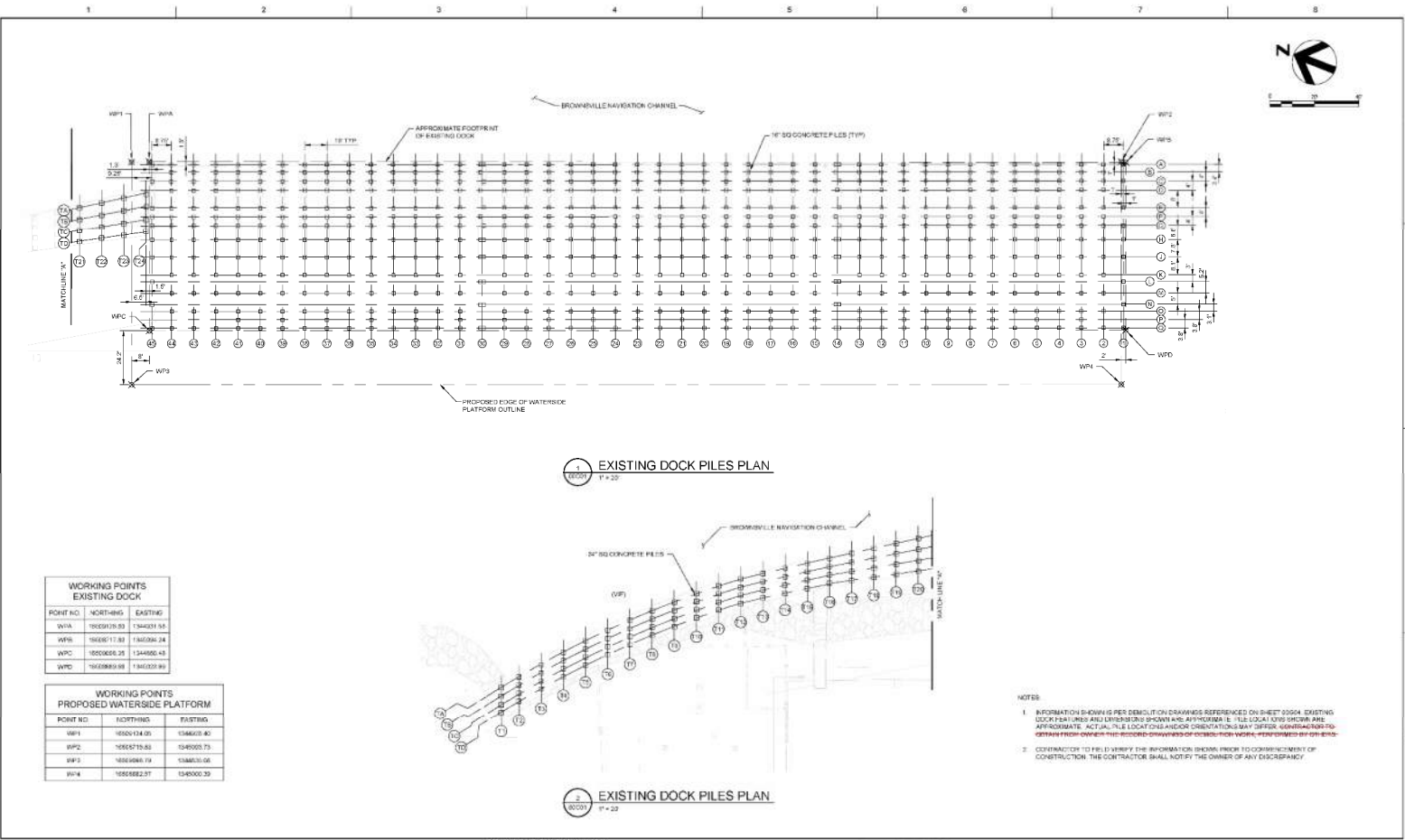


Exhibit O5 – Drawings: Construction Package



1	03/08/2023	ISSUED FOR NO. 1
0	08/02/2023	ISSUED FOR BIDD
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	FILE N' MONT
DESIGNED BY	L. CRESSMAN
DRAWN BY	A. VILLARREAL
CHECKED BY	N. GALANI
PROJECT NUMBER	1030208



PORT OF BROWNVILLE
the port that works
CARGO DOCK 3 PHASE 1
DOCK PACKAGE

EXISTING DOCK PILES PLAN

FILENAME: 0000.dwg
SCALE: 1" = 20'

SHEET: 00C03

ADDENDUM NO. 1
ATTACHMENT E02
PAGE 1 OF 1

Exhibit O6 – Drawings: Construction Package

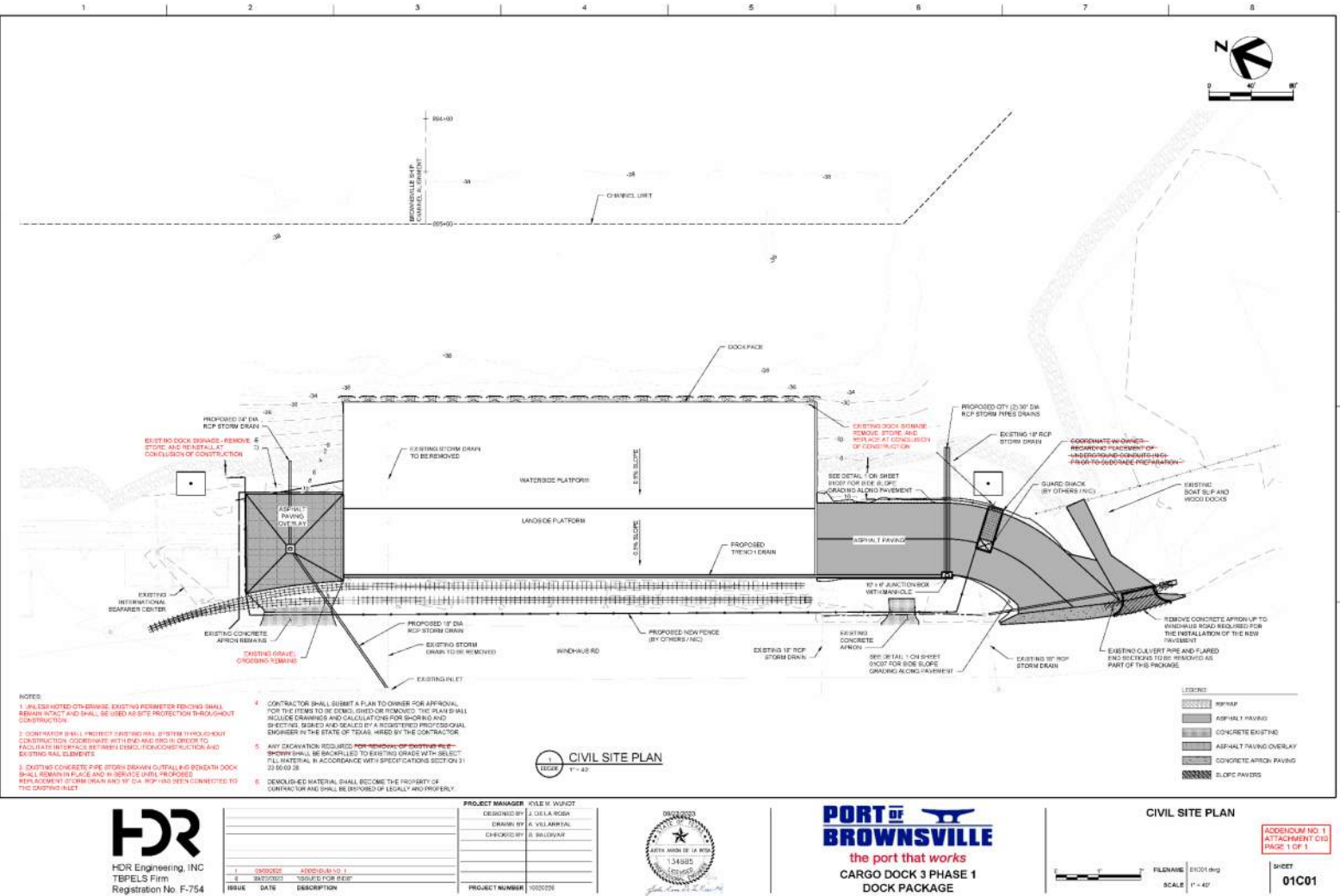
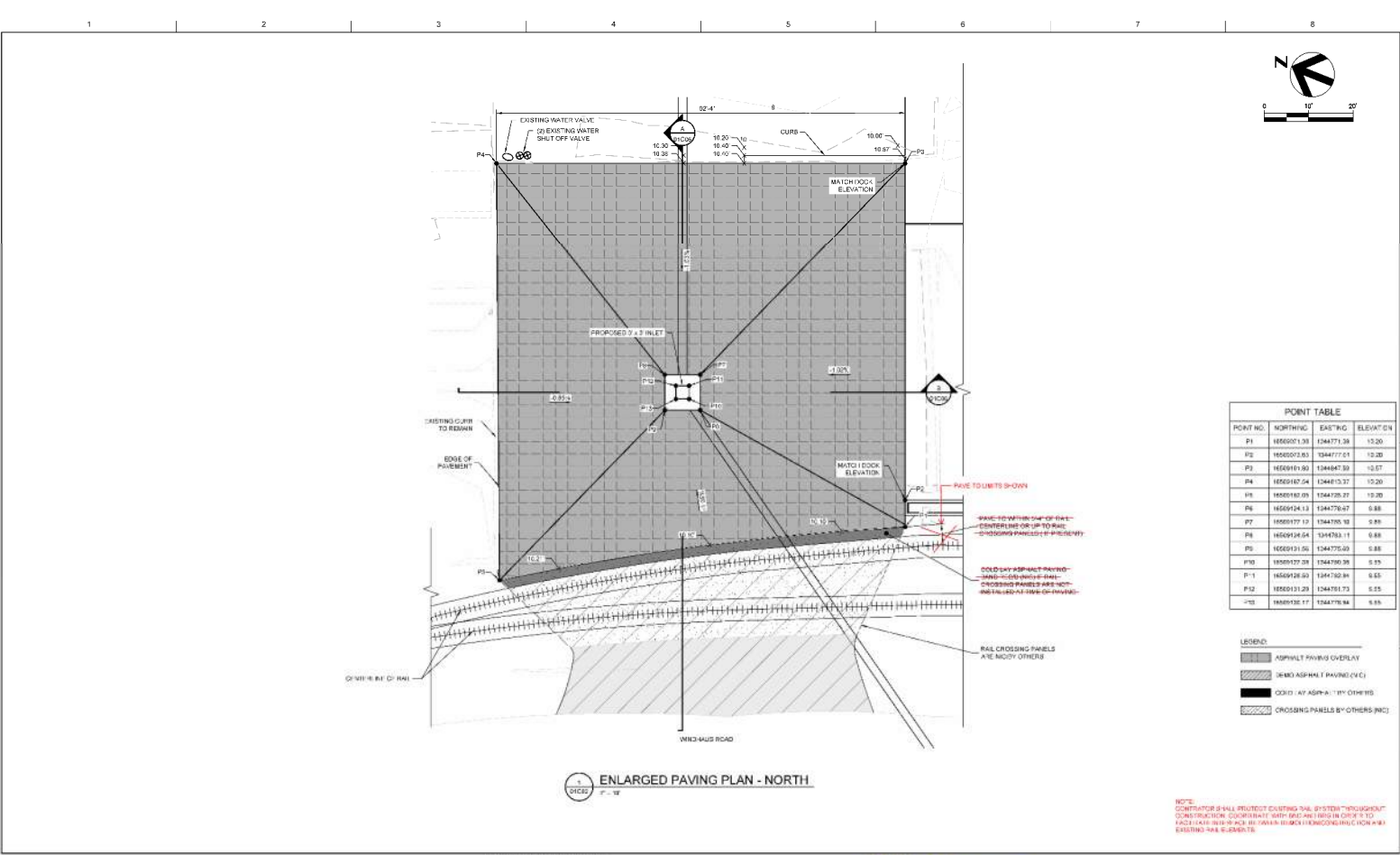


Exhibit O7 – Drawings: Construction Package



1	06/06/2023	ISSUED FOR REVIEW
2	06/23/2023	ISSUED FOR REVIEW
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PROJECT MANAGER	KYLE M. WILSON
DESIGNED BY	J. DELA ROSA
DRAWN BY	A. VILLARREAL
CHECKED BY	S. SALAS
PROJECT NUMBER	10100206



PORT OF BROWNSVILLE
the port that works
CARGO DOCK 3 PHASE 1
DOCK PACKAGE

ENLARGED PAVING PLAN - NORTH		ADDENDUM NO. 1 ATTACHMENT C11 PAGE 1 OF 1	
	FILENAME	01003.dwg	SHEET
	SCALE	1" = 10'	01C03

Exhibit O8 – Drawings: Construction Package

DISCLAIMER:
The use of this standard is covered by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: _____
FILE: _____

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 1500001 Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1. _____

☐ No Action Required ☒ Required Action

Action No. _____

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000

2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.

3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.

4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☒ No Action Required ☐ Required Action

Action No. _____

1. _____

2. _____

3. _____

4. _____

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used. Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labeling as required by the Act. Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- Dead or distressed vegetation (not identified as normal)
- Trench piles, drums, canisters, barrels, etc.
- Unpleasant smells or odors
- Evidence of leaching or seepage of substances

Does the project involve any bridge class structures rehabilitation or replacements (bridge class structures not including box culverts)?

☐ Yes ☒ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection. Are the results of the asbestos inspection positive (is asbestos present)?

☐ Yes ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

☒ No Action Required ☐ Required Action

Action No. _____

1. _____

2. _____

3. _____

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas. The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☐ No Permit Required

☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

☐ Nationwide Permit 14 - PCN Required (1/10 to 1/2 acre, 1/3 in tidal waters)

☐ Individual 404 Permit Required

☒ Other Nationwide Permit Required: NWP 3

Required Action: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1. Brownsville Ship Channel

2. -

3. -

4. -

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion	Sedimentation	Post-Construction TSS
<input type="checkbox"/> Temporary Vegetation	<input checked="" type="checkbox"/> Silt Fence	<input type="checkbox"/> Vegetative Filter Strips
<input type="checkbox"/> Blankets/Matting	<input type="checkbox"/> Rock Berm	<input type="checkbox"/> Retention/Irrigation Systems
<input type="checkbox"/> Mulch	<input type="checkbox"/> Triangular Filter Dike	<input type="checkbox"/> Extended Detention Basin
<input type="checkbox"/> Seeding	<input type="checkbox"/> Sand Bag Berm	<input type="checkbox"/> Constructed Wetlands
<input type="checkbox"/> Interceptor Swale	<input type="checkbox"/> Straw Bale Dike	<input type="checkbox"/> Wet Basin
<input type="checkbox"/> Diversion Dike	<input type="checkbox"/> Brush Berms	<input type="checkbox"/> Erosion Control Compost
<input type="checkbox"/> Erosion Control Compost	<input type="checkbox"/> Erosion Control Compost	<input type="checkbox"/> Mulch Filter Berm and Socks
<input checked="" type="checkbox"/> Mulch Filter Berm and Socks	<input type="checkbox"/> Mulch Filter Berm and Socks	<input type="checkbox"/> Compost Filter Berm and Socks
<input type="checkbox"/> Compost Filter Berm and Socks	<input type="checkbox"/> Compost Filter Berm and Socks	<input type="checkbox"/> Vegetation Lined Ditches
	<input type="checkbox"/> Stone Outlet Sediment Traps	<input type="checkbox"/> Sand Filter Systems
	<input type="checkbox"/> Sediment Basins	<input type="checkbox"/> Grassy Swales

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 750, 751, 752 in order to comply with requirements for Invasive species, beneficial landscaping, and tree/brown removal commitments.

☒ No Action Required ☐ Required Action

Action No. _____

1. _____

2. _____

3. _____

4. _____

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

☐ No Action Required ☒ Required Action

Action No. _____

1. West Indian manatee

2. -

3. -

4. -

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If coves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BM: Best Management Practice	SPC: Spill Prevention Control and Countermeasure
CGP: Construction General Permit	SW3P: Storm Water Pollution Prevention Plan
DSE: Texas Department of State Health Services	PSL: Project Specific Location
FHWA: Federal Highway Administration	TQD: Texas Commission on Environmental Quality
MOA: Memorandum of Agreement	TPDES: Texas Pollutant Discharge Elimination System
MOU: Memorandum of Understanding	TPM: Texas Parks and Wildlife Department
MS4: Municipal Separate Stormwater Sewer System	TxDOT: Texas Department of Transportation
MWTA: Migratory Bird Treaty Act	TLE: Threatened and Endangered Species
NOI: Notice of Intent	USACE: U.S. Army Corps of Engineers
NWP: Nationwide Permit	USFWS: U.S. Fish and Wildlife Service

VII. OTHER ENVIRONMENTAL ISSUES

(Includes regional issues such as Edwards Aquifer District, etc.)

☒ No Action Required ☐ Required Action

Action No. _____

1. _____

2. _____

3. _____

 ADDENDUM NO. 2
ATTACHMENT E02
PAGE 37 OF 45

Exhibit 09 – Drawings: Construction Package

Miscellaneous Topics - Overview

- Liquidated Damages – \$1000 / Calendar Day
- Standard General Conditions, Article 10 – Changes in the Work
 - All changes must be made in writing
- Unknown Unknowns – Demolition vs. Construction
- BND Security

Exhibit P1 – BND Secured Perimeter



Exhibit P2 – BND Safety and Security

Safety and Security

- a. Compliance with OSHA.**
- b. Harbor Master coordination.**
- c. [REDACTED]**
- d. Equipment Staging Area – Coordinate with BND Engineering & Maintenance; contractor responsible for security.**
- e. No equipment left on streets at night.**

Exhibit P3 – Access into the Port

Access to the Port

- a. Contractor's Vehicles/Staff – No fee**
- b. Delivery Vehicles/Staff – No fee**
- c. ID Requirements: current & valid government-issued ID**

Exhibit R – Site Visit



Q&A

QUESTIONS & ANSWERS SESSION

Brownsville

Thank you!

Duro Bag, A Novolex Brand

David Shaw Rd

Wincheus Rd

Wincheus Rd

Gulf Stream Marine Brownsville

HDR

PORT OF BROWNSVILLE
the port that works


Texas
Department
of Transportation

Thursday, May 15

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ADDENDUM NO. 2
ATTACHMENT E02
PAGE 45 OF 45

BND Cargo Dock No. 3 Phase I&III: Demolition and Construction PRE-BID MEETING ATTENDEES

INDIVIDUALS ATTENDING:

Pre-Bid Mtg. at BND WebEx at 2:00 PM on Thursday, May 15, 2025

#	NAME	COMPANY / ENTITY	EMAIL	TELEPHONE
1	Manuel Martínez	Brownsville Navigation District	mmartinez@portofbrownsville.com	(956)551-2602
2	Nora Alicia Gonzalez	Brownsville Navigation District	nagonzalez@portofbrownsville.com	(956)831-4592
3	Pablo Esquivel	Brownsville Navigation District	pesquivel@portofbrownsville.com	(956)831-4592
4	Miguel Barajas	Brownsville Navigation District	mbarajas@portofbrownsville.com	(956)838-7043
5	Denise Trevino	Brownsville Navigation District	Dtrevino@portofbrownsville.com	(956)838-7025
6	Dan Garza	HDR Inc	dan.garza@hdrinc.com	(361)779-7571
7	Navi Galani	HDR Inc	navin.galani@hdrinc.com	(361)696-3300
8	Justin De la Rosa	HDR Inc	justin.delarosa@hdrinc.com	(281)206-9464
9	Brent Moore	HDR Inc	brent.moore@hdrinc.com	(281)206-9464
10	Ricardo Pedraza	HDR Inc	ricardo.pedraza@hdrinc.com	(281)206-9464
11	David Broyles	HDR Inc	david.broyles@hdrinc.com	(281)206-9464
12	Liz Salinas	HDR Inc	elizabeth.salinas@hdrinc.com	(281)206-9464
13	Lisethe Manson	TX-DOT	lisette.manson@txdot.gov	(512)484-9563
14	James Olivarez	SRTrident, Inc	james.olivarez@srtrident.com	(361)205-3999
15	Julio Romo	BND	jromo@portofbrownsville.com	(956)509-2100
16	Carlos Martinez	BND	cmartinez@portofbrownsville.com	(956)831-8256
17	Mike Davis	BND	mdavis@portofbrownsville.com	(956)831-8256
18	Greg L Hamer	Callan Marine, LTD.	ggharner@callanmarineltd.com	(409)795-9010
19	Oliver Jones	Callan Marine, LTD.	ojones@callanmarineltd.com	(361)813-6950
20	Stephen Turner	Callan Marine, LTD.	sturner@callanmarineltd.com	(281)6307164
21	Joey Maldonado	Callan Marine, LTD.	jmaldonado@callanmarineltd.com	(409)795-8989
22	Armando Mesa	Ambrose Construction	mmesa@ambroseconcrete.com	(361)660-6881
23	Jerred King	SR Trident Inc.	jerred.king@srtident.com	(361)607-1266
				956-838-7003

956-838-7003

ADDENDUM NO. 2
ATTACHMENT E03
PAGE 2 OF 2

...AT THE DOCK LOCATED NEAR THE INTERSECTION OF
EXPRESS DOCK ROAD AND RL OSTOS ROAD, APPROXIMATELY
1.1 MILES NNE OF THE CARGO DOCK #3 SITE .

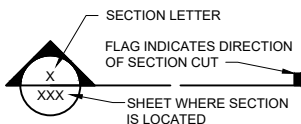
GENERAL LINE SYMBOLOGY

1. HDR REPORT "GEOTECHNICAL ANALYSES AND RECOMMENDATIONS REPORT, CARGO DOCK 3 PHASE 1 DESIGN, BROWNSVILLE NAVIGATION DISTRICT, BROWNSVILLE, TX, DECEMBER 22, 2021."
2. ORIGINAL DESIGN DRAWINGS OF CARGO DOCK 3 IN SPECIFICATION 02 41 00.
3. TOPOGRAPHIC SURVEY PERFORMED BY MEJIA AND ROSE, INCORPORATED DATED OCTOBER 11, 2021 IN SPECIFICATION 02 41 00.
4. DIVE REPORT "BROWNSVILLE NAVIGATION DISTRICT CARGO DOCK #3, DEBRIS REPORT" CONDUCTED BY INDEPTH DIVING SERVICES LLC. ON OCTOBER 19, 2021 IN SPECIFICATION 02 41 00.

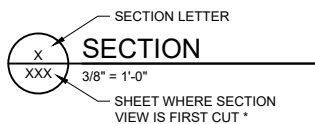
ABAN	ABANDON	FIG	FIGURE	OAL	OUTSIDE DIAMETER
ADJ	ADJUSTABLE, ADJACENT	FN	FENCE	OH	OVERHEAD
AGGR	AGGREGATE	FOC	FACE OF CONCRETE,	OPNG	OPENING
ALIG	ALIGNMENT		FACE OF CURB	OPP	OPPOSITE
AP	ACCESS PANEL	FT	FEET, FOOT		
APRX	APPROXIMATE			NIC	NOT IN CONTRACT
AVE	AVENUE				
		GALV	GALVANIZED		
BLDG	BUILDING	GEN	GENERAL	PED	PEDESTAL
BOT	BOTTOM	GND	GROUND	PL	PLATE, PROPERTY LINE
BTW	BETWEEN	GR	GRADE	PRELIM	PRELIMINARY
		GVL	GRAVEL	PROP	PROPERTY, PROPOSED
				PT	POINT
C TO C	CENTER TO CENTER	HORIZ	HORIZONTAL	PVC	POLYVINYL CHLORIDE
CE	CONCRETE EDGE	HT	HEIGHT	PVMT	PAVEMENT
CI	CURB INLET				
CL	CENTERLINE	IN	INCH	QTY	QUANTITY
CLR	CLEAR	INC	INCLUDE		
COMM	COMMUNICATION			R&S	REMOVE AND SALVAGE
CONC	CONCRETE	JT	JOINT	REF	REFERENCE
CONN	CONNECTION			REINF	REINFORCING
CONT	CONTINUOUS	LF	LINEAR FOOT	REM	REMOVE
CTR	CENTER	LG	LONG	REQD	REQUIRED
CVT	CULVERT	LIN	LINEAR	REV	REVISION
		LOC	LOCATION	RND	ROUND
				ROW	RIGHT-OF-WAY
DEMO	DEMOLITION			RR	RAILROAD
DET	DETAIL	MAINT	MAINTENANCE		
DIA	DIAMETER	MATL	MATERIAL		
DIFF	DIFFERENTIAL, DIFFERENCE	MAX	MAXIMUM	SCH	SCHEDULE
DIM	DIMENSION	MECH	MECHANICAL	SECT	SECTION
DWG	DRAWING	MIN	MINIMUM	SEP	SEPARATE
		MIR	MIRROR	SHT	SHEET
EA	EACH	MISC	MISCELLANEOUS	SIM	SIMILAR
EJ	EXPANSION JOINT	MON	MONUMENT	SLO	SLOPE
EL	ELEVATION			SOG	SLAB ON GRADE
EMBD	EMBEDDED	N	NORTH	SPA	SPACING
ENTR	ENTRANCE	NA	NOT APPLICABLE	SPEC	SPECIFICATION
EOP	EDGE OF PAVEMENT	NIC	NOT IN CONTRACT	ST	STREET
EQ	EQUAL	NTS	NOT TO SCALE	STA	STATION
EQUIP	EQUIPMENT			STD	STANDARD
EQUIV	EQUIVALENT			STL	STEEL
EXC	EXCAVATION			STOR	STORAGE
EXP	EXPANSION, EXPOSED				
EXST	EXISTING				

$$\frac{1}{4}'' = 1'-0''$$

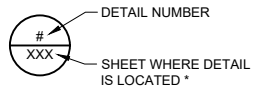
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SECTION CUT MARKER



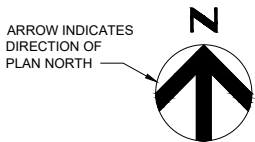
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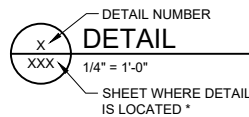
DETAIL MARKER

FOR REFERENCING DETAILS INCLUDED IN DRAWING SET

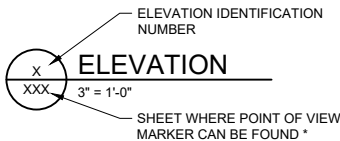
GENERAL SYMBOLOGY



NORTH ARROW



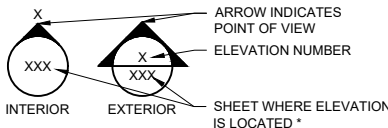
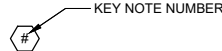
DETAIL TITLE



ELEVATION TITLE



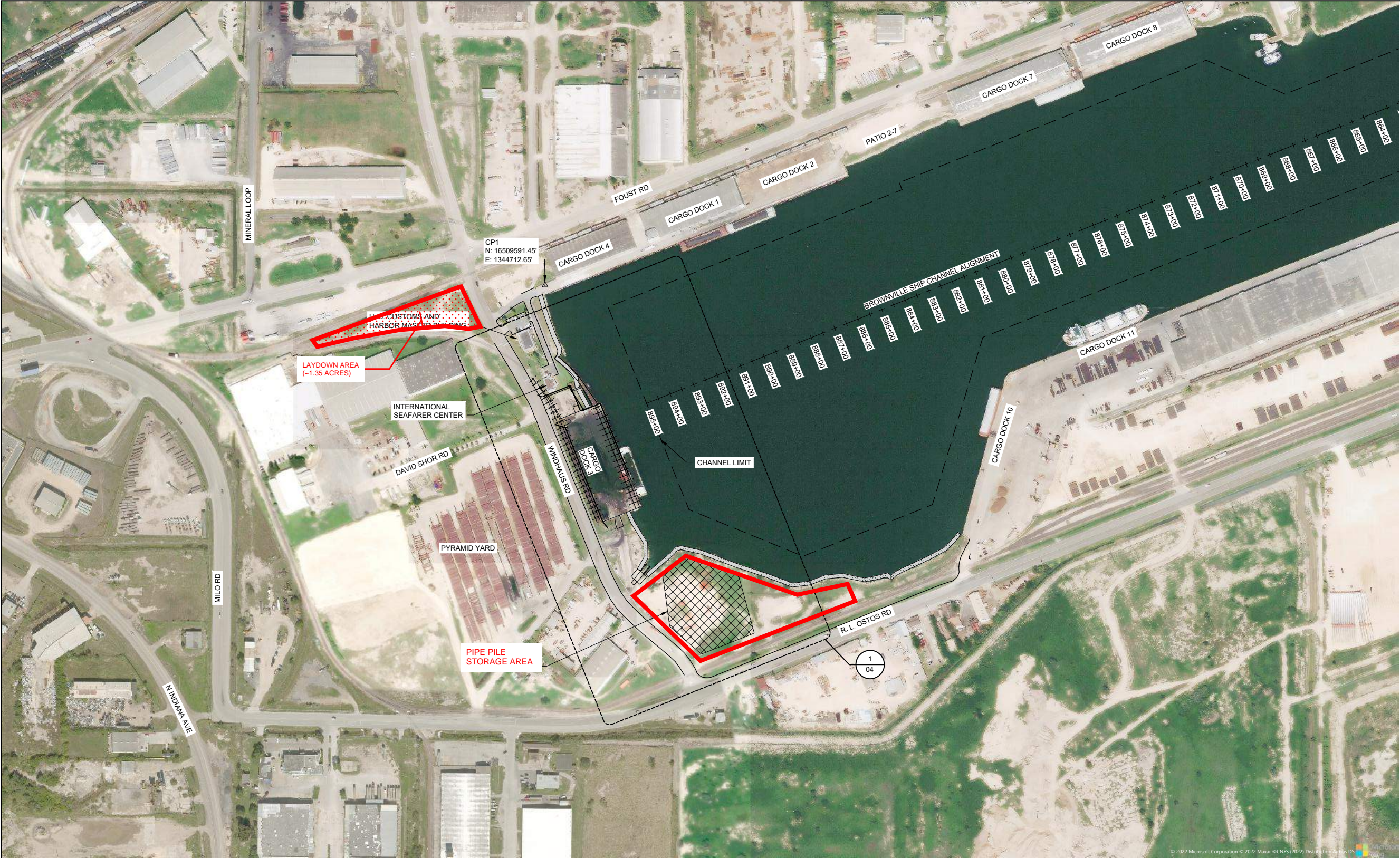
KEY NOTE DESIGNATION



* EXCEPTIONS WHERE THE SHEET NUMBER IS REPLACED BY A DASH (-).

- 1) FOR COMMON DETAILS, SECTIONS, ELEVATIONS OR DETAILS THAT ARE CUT OR CALLED OUT ON MULTIPLE SHEETS.
- 2) SECTIONS, ELEVATIONS OR DETAILS THAT ARE LOCATED ON THE SAME SHEET THEY ARE CUT OR CALLED OUT ON.





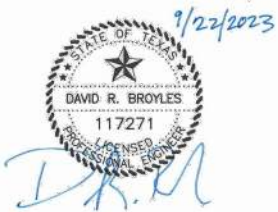
1 OVERALL SITE, STAGING & STORAGE PLAN
1" = 200'



HDR Engineering, INC
TBPELS Firm
Registration No. F-754

B	05/20/2025	ADDENDUM NO. 1
A	09/22/2023	"ISSUED FOR BID"
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	K. M. WUNDT
DESIGNED BY	D. R. BROYLES
DRAWN BY	A. VILLARREAL
CHECKED BY	S. A. MCCOY
PROJECT NUMBER	10320226



PORT OF BROWNSVILLE
the port that works
**CARGO DOCK 3
DEMOLITION**

OVERALL SITE, STAGING & STORAGE PLAN



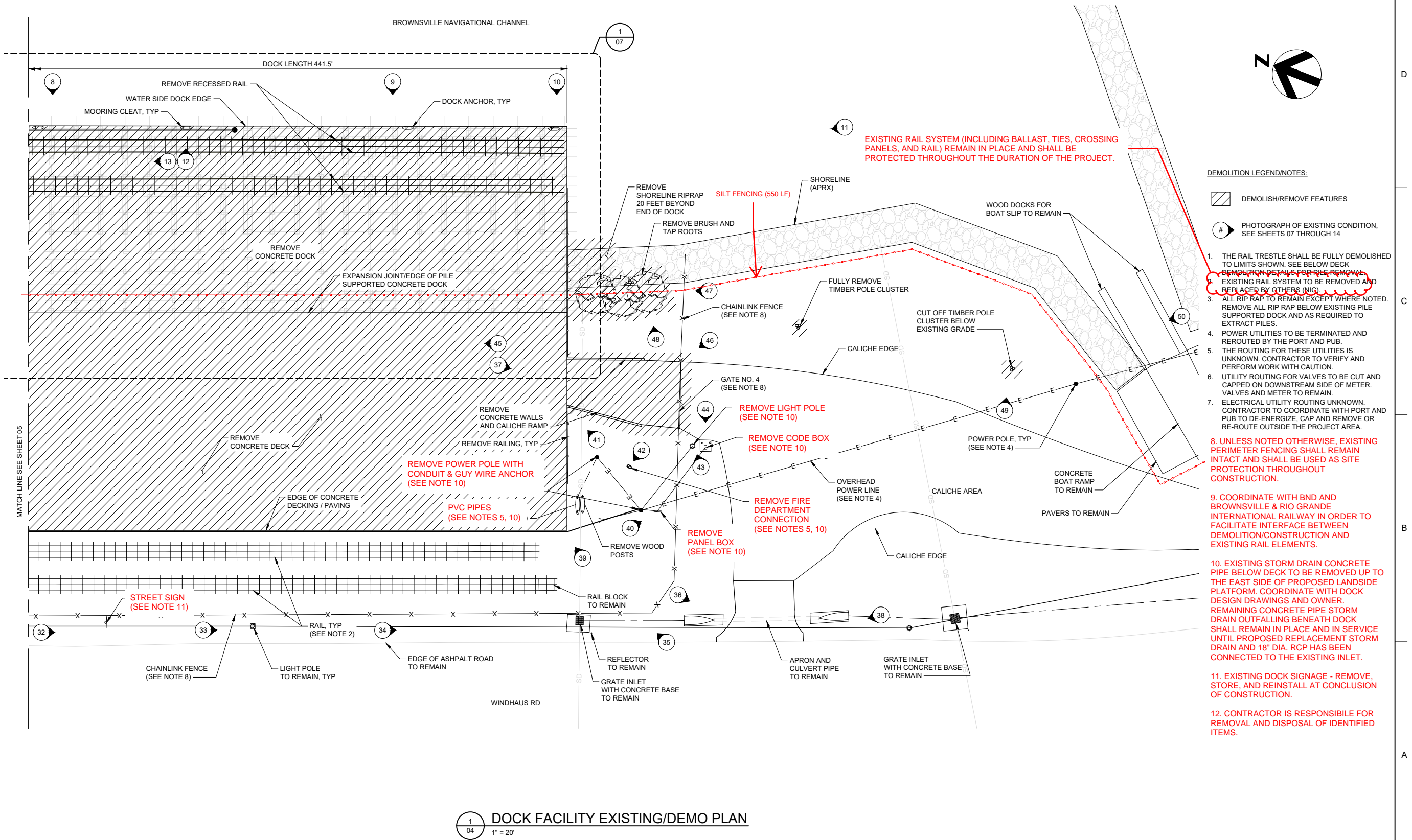
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SCALE | 1" = 200'

ADDENDUM NO. 2
ATTACHMENT C02
PAGE 1 OF 1

SHEET
03



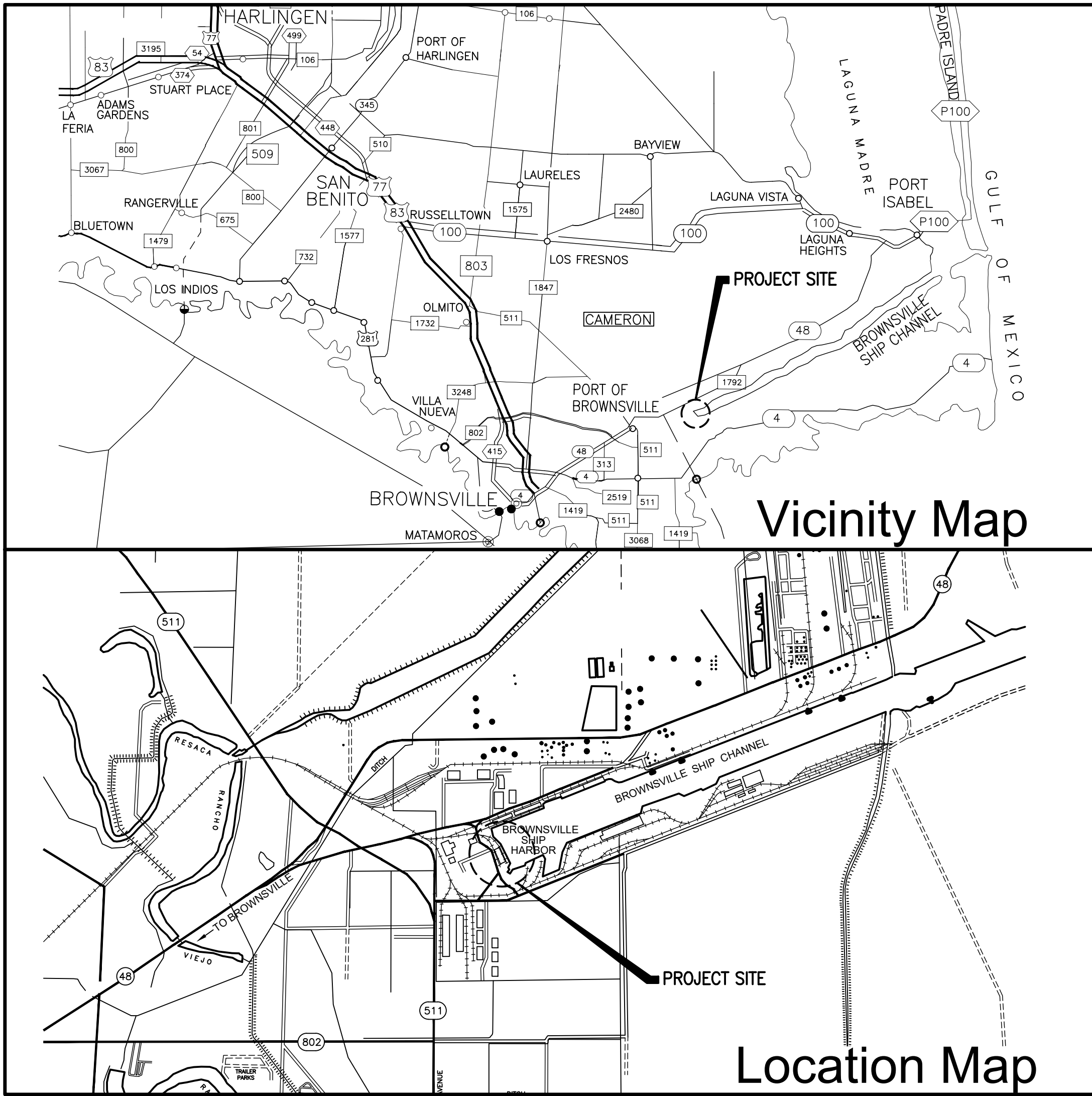
SHEET



PORT OF

BROWNSVILLE

the port that works



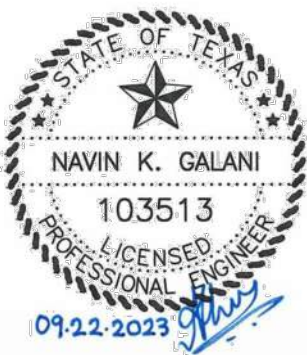
Construction Drawings For

Brownsville Navigation District

Cargo Dock No. 3 Phase 1

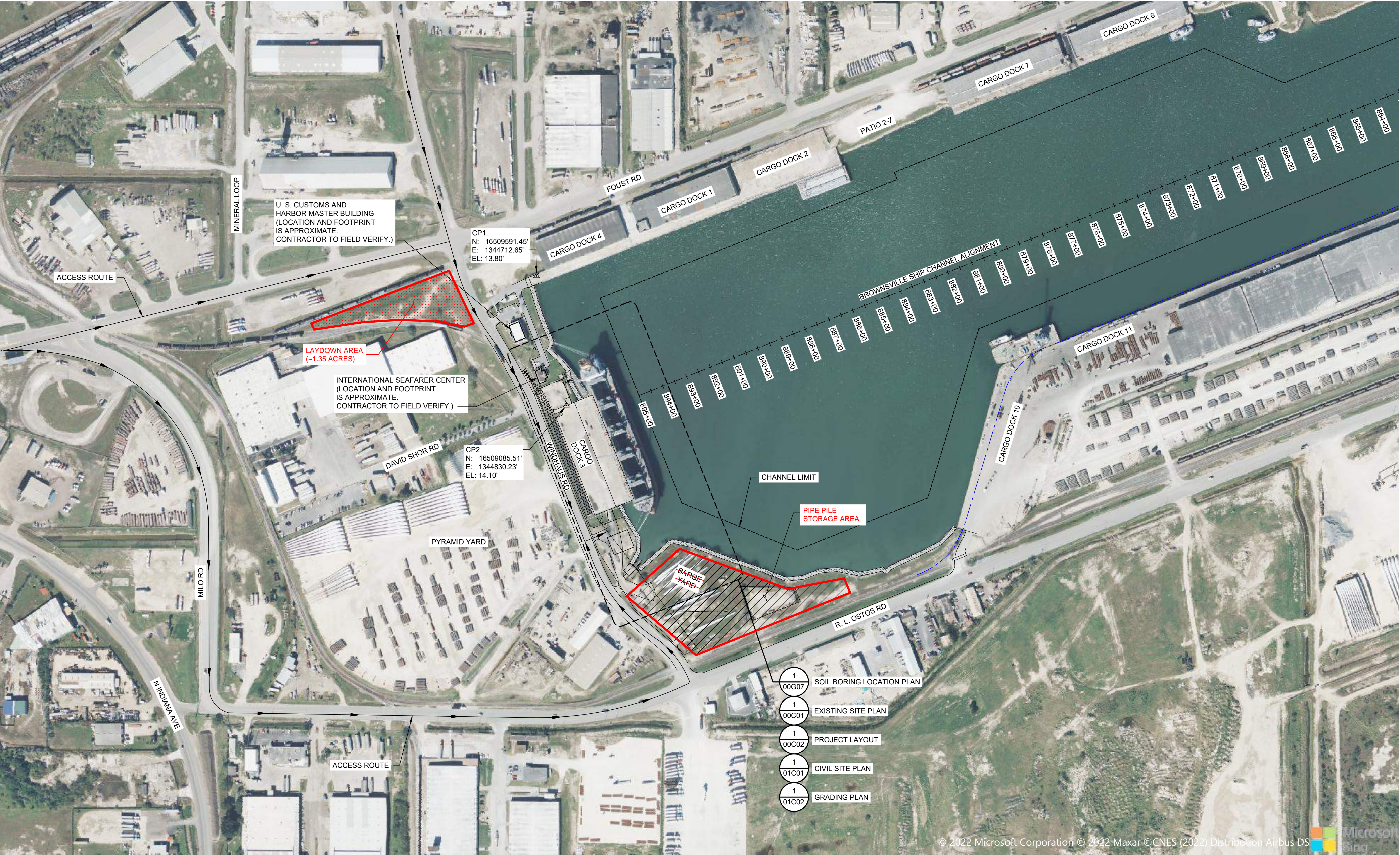
Project No.
10320226

BROWNSVILLE, TEXAS
SEPTEMBER 2023

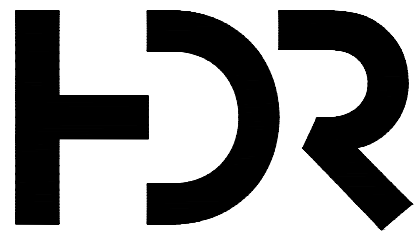


INDEX OF DRAWINGS

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00G01	COVER SHEET & INDEX OF DRAWINGS	04S01	PERIMETER PLAN 1 OF 2
00G02	GENERAL ABBREVIATIONS	04S02	PERIMETER PLAN 2 OF 2
00G03	GENERAL SYMBOLS & LEGENDS	04S03	PILE PLAN 1 OF 2
00G04	GENERAL NOTES & DESIGN CRITERIA 1 OF 2	04S04	PILE PLAN 2 OF 2
00G05	GENERAL NOTES & DESIGN CRITERIA 2 OF 2	04S05	SECTIONS & DETAILS
00G06	BASE MAP	04S06	PILE DETAILS
00G07	SOIL BORING LOCATION PLAN	05 - MOORING STRUCTURE	
00G08	SOIL BORING LOGS 1 OF 2	05S01	PLAN & DETAILS
00G09	SOIL BORING LOGS 2 OF 2	05S02	MISCELLANEOUS DETAILS & PILE SCHEDULE
00C01	EXISTING SITE PLAN	06 - TX EPIC DRAWING	
00C02	PROJECT LAYOUT	06TX1	ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)
00C03	EXISTING DOCK PILES PLAN	06TX2	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES - FENCE AND BALED HAY: EC(1)-09
01 - CIVIL			
01C01	CIVIL SITE PLAN		
01C02	GRADING PLAN		
01C03	ENLARGED PAVING PLAN - NORTH		
01C04	ENLARGED PAVING PLAN - SOUTH		
01C05	TRAFFIC PLAN & SIGNAGE		
01C06	PAVING SECTIONS		
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01C08	TxDOT TYPICAL DETAILS 1		
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02 - OVERALL DOCK			
02S01	DOCK LAYOUT		
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03S01	PERIMETER PLAN 1 OF 2		
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03S05	PILE CAP PLAN 1 OF 2		
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03S10	TOPPING SLAB PLAN 2 OF 2		
03S11	SECTIONS 1 OF 2		
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03S13	PILE DETAILS		
03S14	PRECAST CAP TYPE 1		
03S15	PRECAST CAP TYPE 2		
03S16	PRECAST CAP TYPE 3		
03S17	PRECAST CAP SECTIONS 1 OF 2		
03S18	PRECAST CAP SECTIONS 2 OF 2		
03S19	PILE BENT SECTIONS AND DETAILS		
03S20	DECK PANEL SECTIONS AND DETAILS		
03S21	MOORING BOLLARD DETAILS		
03S22	SHIP FENDER SYSTEM		
03S23	BARGE FENDER SYSTEM		
03S24	MISCELLANEOUS DETAILS		



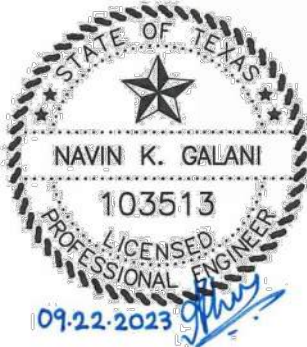
1 BASE MAP
1" = 200'



HDR Engineering, INC
TBPELS Firm
Registration No. F-754

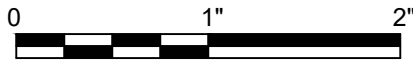
1	05/20/2025	ADDENDUM NO. 1
0	09/22/2023	"ISSUED FOR BIDS"
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	KYLE M. WUNDT
DESIGNED BY	L. CRESSMAN
DRAWN BY	A. VILLARREAL
CHECKED BY	N. GALANI
PROJECT NUMBER	10320226



PORT OF BROWNSVILLE
the port that works
CARGO DOCK 3 PHASE 1 DOCK PACKAGE

BASE MAP



FILENAME | 00G06.dwg
SCALE | 1" = 200'

ADDENDUM NO. 2
ATTACHMENT C06
PAGE 1 OF 1

SHEET
00G06

1

2

3

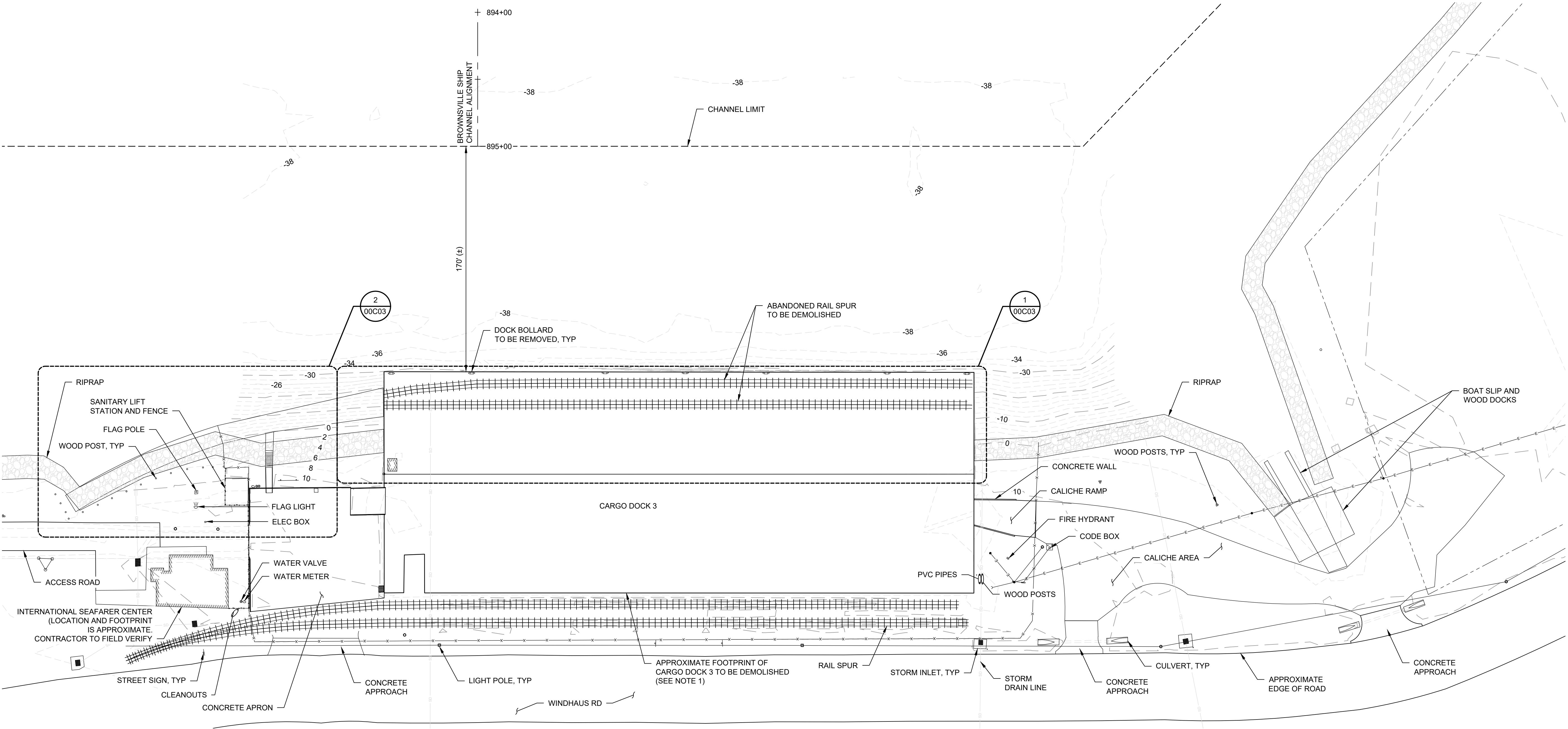
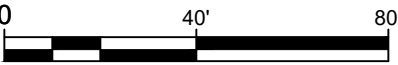
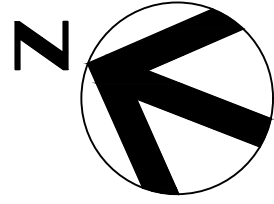
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5

6

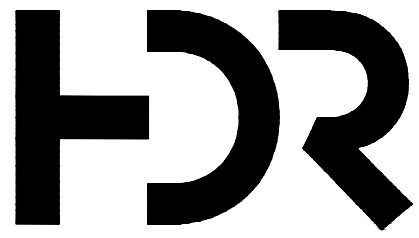
7

8



1
00G06
EXISTING SITE PLAN
1" = 40'

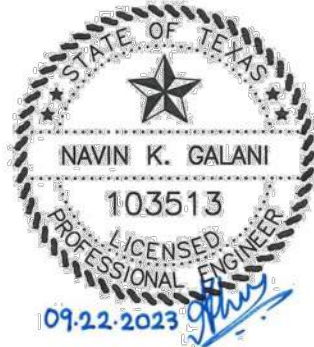
- NOTES:
- DOCK FEATURES SHOWN ARE AS SURVEYED PRIOR TO DEMOLITION OF EXISTING CARGO DOCK 3.
~~CONTRACTOR TO OBTAIN FROM OWNER THE RECORD DRAWINGS OF DEMOLITION WORK PERFORMED BY OTHERS. SHEET 00C03 SHOWS PILE PLAN FOR THE EXISTING DOCK.~~
~~CONTRACTOR TO FIELD VERIFY THE INFORMATION SHOWN PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCY.~~



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TBPELS Firm
Registration No. F-754

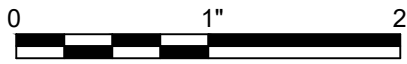
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0	09/22/2023	"ISSUED FOR BIDS"
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	KYLE M. WUNDT
DESIGNED BY	L. CRESSMAN
DRAWN BY	A. VILLARREAL
CHECKED BY	N. GALANI
PROJECT NUMBER	10320226



PORT OF BROWNSVILLE
the port that works
CARGO DOCK 3 PHASE 1
DOCK PACKAGE

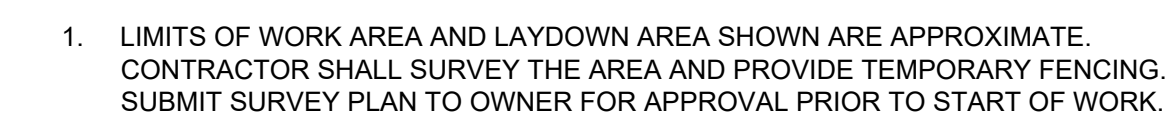
EXISTING SITE PLAN

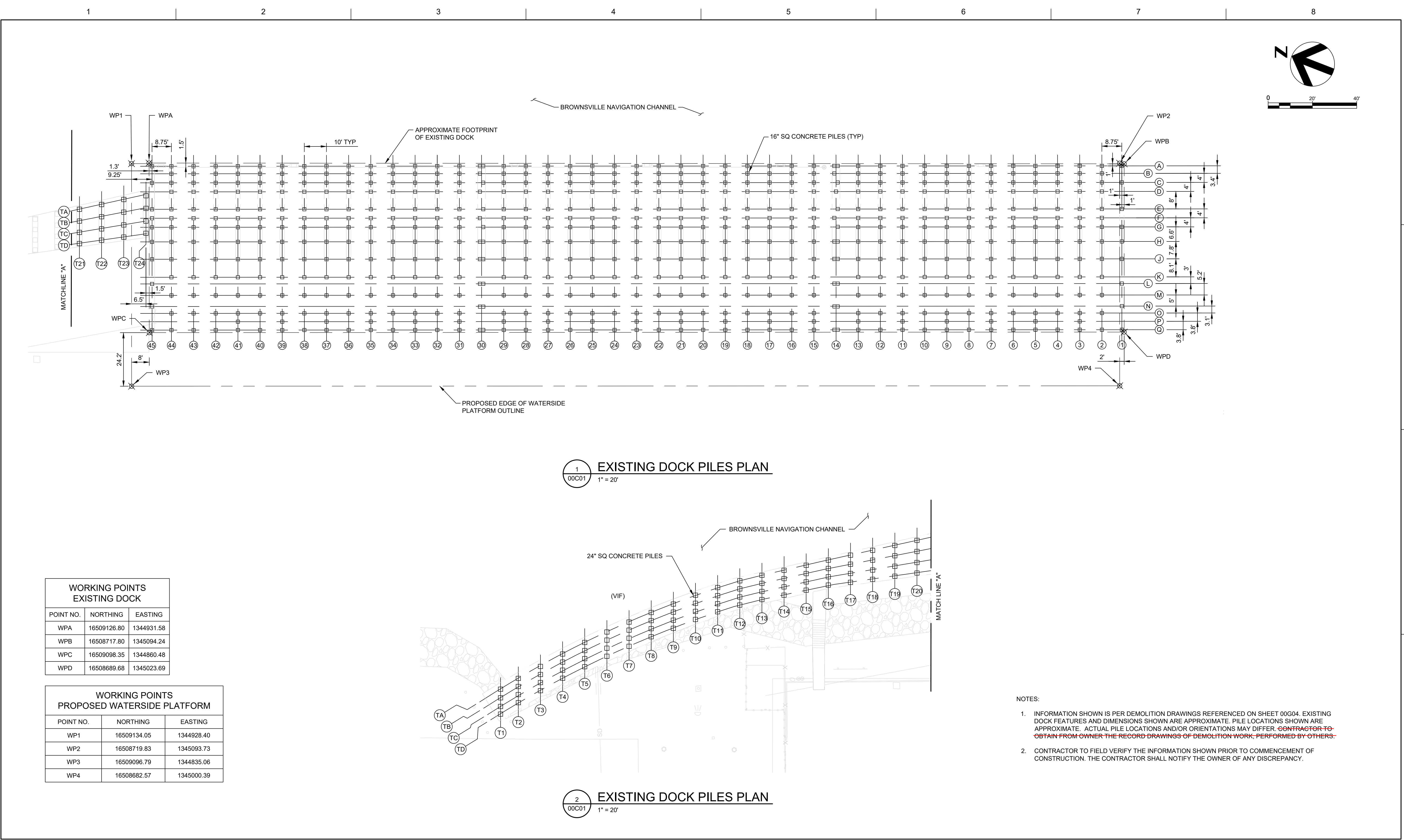


FILENAME | 00C01.dwg
SCALE | 1" = 40'

ADDENDUM NO. 2
ATTACHMENT C07
PAGE 1 OF 1

SHEET
00C01

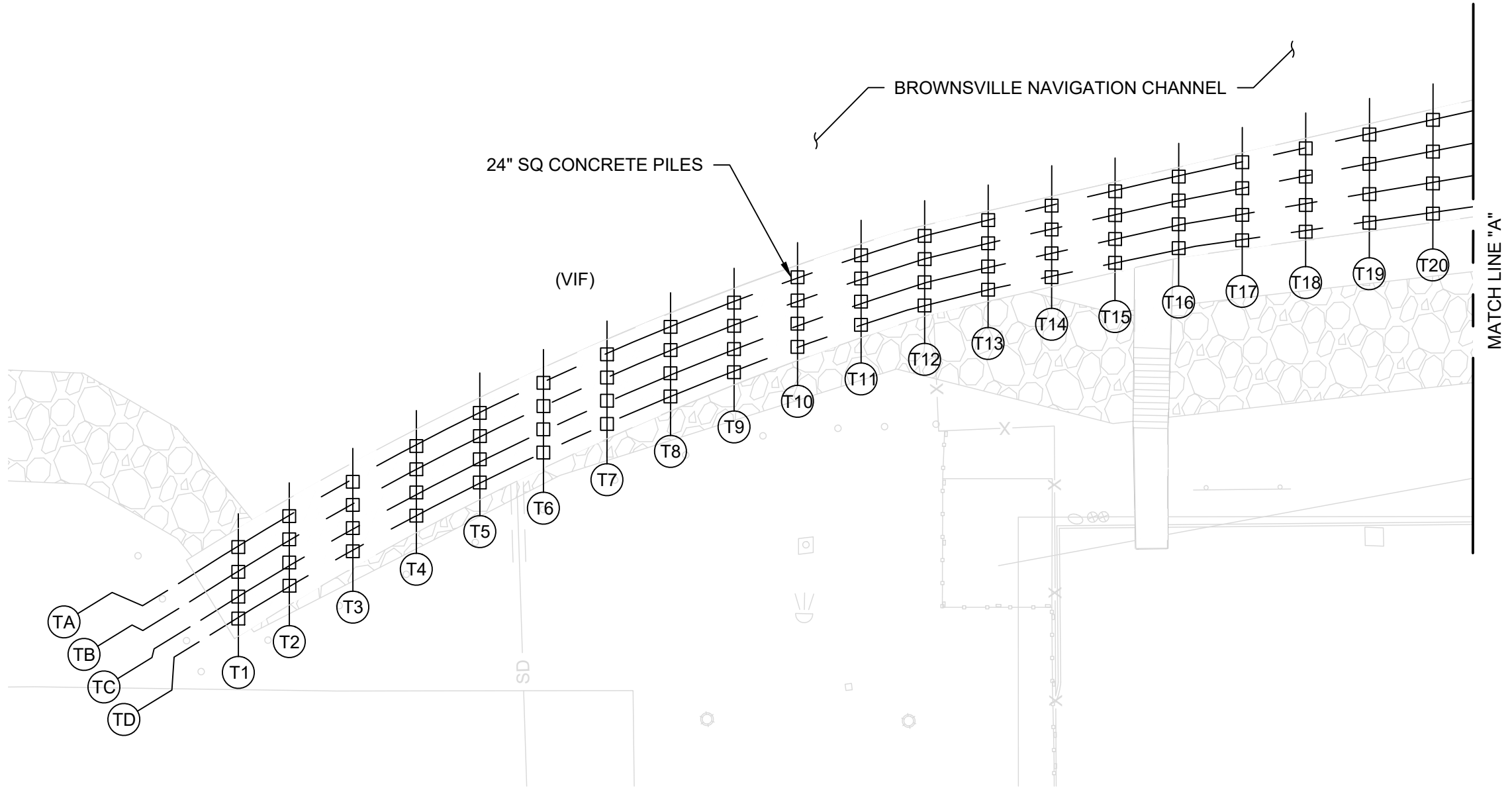




1
00C01
EXISTING DOCK PILES PLAN
1" = 20'

WORKING POINTS EXISTING DOCK		
POINT NO.	NORTHING	EASTING
WPA	16509126.80	1344931.58
WPB	16508717.80	1345094.24
WPC	16509098.35	1344860.48
WPD	16508689.68	1345023.69

WORKING POINTS PROPOSED WATERSIDE PLATFORM		
POINT NO.	NORTHING	EASTING
WP1	16509134.05	1344928.40
WP2	16508719.83	1345093.73
WP3	16509096.79	1344835.06
WP4	16508682.57	1345000.39

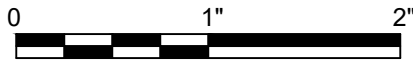


2
00C01
EXISTING DOCK PILES PLAN
1" = 20'

- NOTES:
- INFORMATION SHOWN IS PER DEMOLITION DRAWINGS REFERENCED ON SHEET 00G04. EXISTING DOCK FEATURES AND DIMENSIONS SHOWN ARE APPROXIMATE. PILE LOCATIONS SHOWN ARE APPROXIMATE. ACTUAL PILE LOCATIONS AND/OR ORIENTATIONS MAY DIFFER. ~~CONTRACTOR TO OBTAIN FROM OWNER THE RECORD DRAWINGS OF DEMOLITION WORK, PERFORMED BY OTHERS.~~
 - CONTRACTOR TO FIELD VERIFY THE INFORMATION SHOWN PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCY.

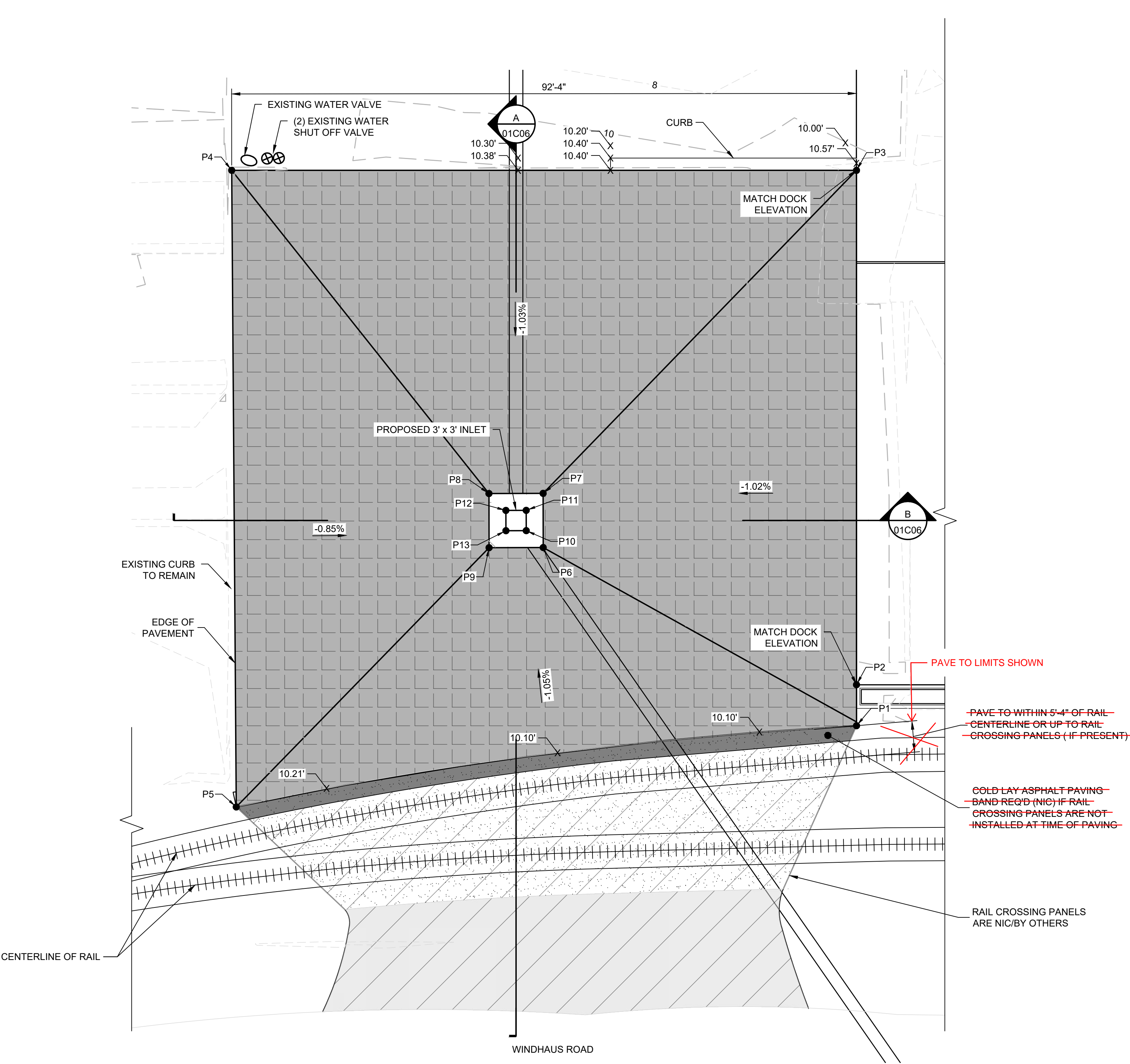
ISSUE	DATE	DESCRIPTION
1	05/20/2025	ADDENDUM NO. 1
0	09/22/2023	"ISSUED FOR BIDS"

PROJECT MANAGER	KYLE M. WUNDT
DESIGNED BY	L. CRESSMAN
DRAWN BY	A. VILLARREAL
CHECKED BY	N. GALANI
PROJECT NUMBER	10320226





SHEET
01C01

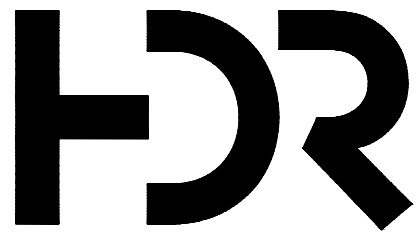


POINT TABLE			
POINT NO.	NORTHING	EASTING	ELEVATION
P1	16509071.38	1344771.39	10.20
P2	16509073.63	1344777.01	10.20
P3	16509101.80	1344847.59	10.57
P4	16509187.54	1344813.37	10.20
P5	16509152.05	1344726.27	10.20
P6	16509124.13	1344778.67	9.88
P7	16509127.12	1344786.10	9.88
P8	16509134.54	1344783.11	9.88
P9	16509131.56	1344775.69	9.88
P10	16509127.38	1344780.06	9.55
P11	16509128.50	1344782.84	9.55
P12	16509131.29	1344781.73	9.55
P13	16509130.17	1344778.94	9.55

LEGEND:	
	ASPHALT PAVING OVERLAY
	DEMO ASPHALT PAVING (NIC)
	COLD LAY ASPHALT BY OTHERS
	CROSSING PANELS BY OTHERS (NIC)

NOTE:
CONTRATOR SHALL PROTECT EXISTING RAIL SYSTEM THROUGHOUT
CONSTRUCTION. COORDINATE WITH BND AND BRG IN ORDER TO
FACILITATE INTERFACE BETWEEN DEMOLITION/CONSTRUCTION AND
EXISTING RAIL ELEMENTS.

1
01C02
ENLARGED PAVING PLAN - NORTH
1" = 10'



HDR Engineering, INC
TBPELS Firm
Registration No. F-754

ISSUE	DATE	DESCRIPTION
1	05/20/2025	ADDENDUM NO. 1
0	09/22/2023	"ISSUED FOR BIDS"

PROJECT MANAGER	KYLE M. WUNDT
DESIGNED BY	J. DE LA ROSA
DRAWN BY	A. VILLARREAL
CHECKED BY	S. SALDIVAR
PROJECT NUMBER	10320226



PORT OF BROWNSVILLE
the port that works
CARGO DOCK 3 PHASE 1
DOCK PACKAGE

ENLARGED PAVING PLAN - NORTH



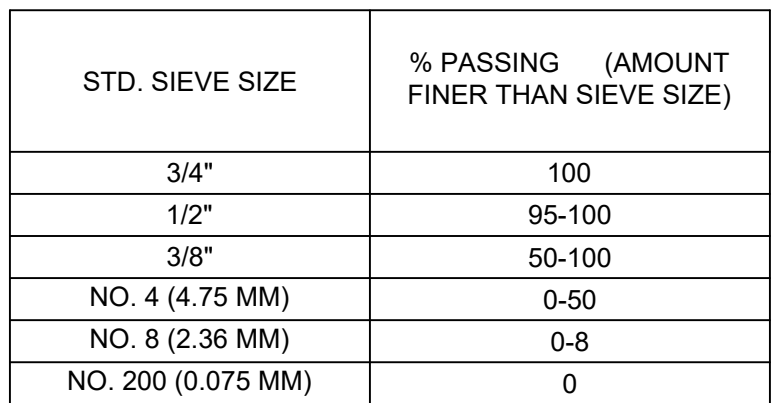
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SCALE | 1" = 10'

ADDENDUM NO. 2
ATTACHMENT C11
PAGE 1 OF 1

SHEET
01C03



SHEET
01C07



TIP EL -130.06'

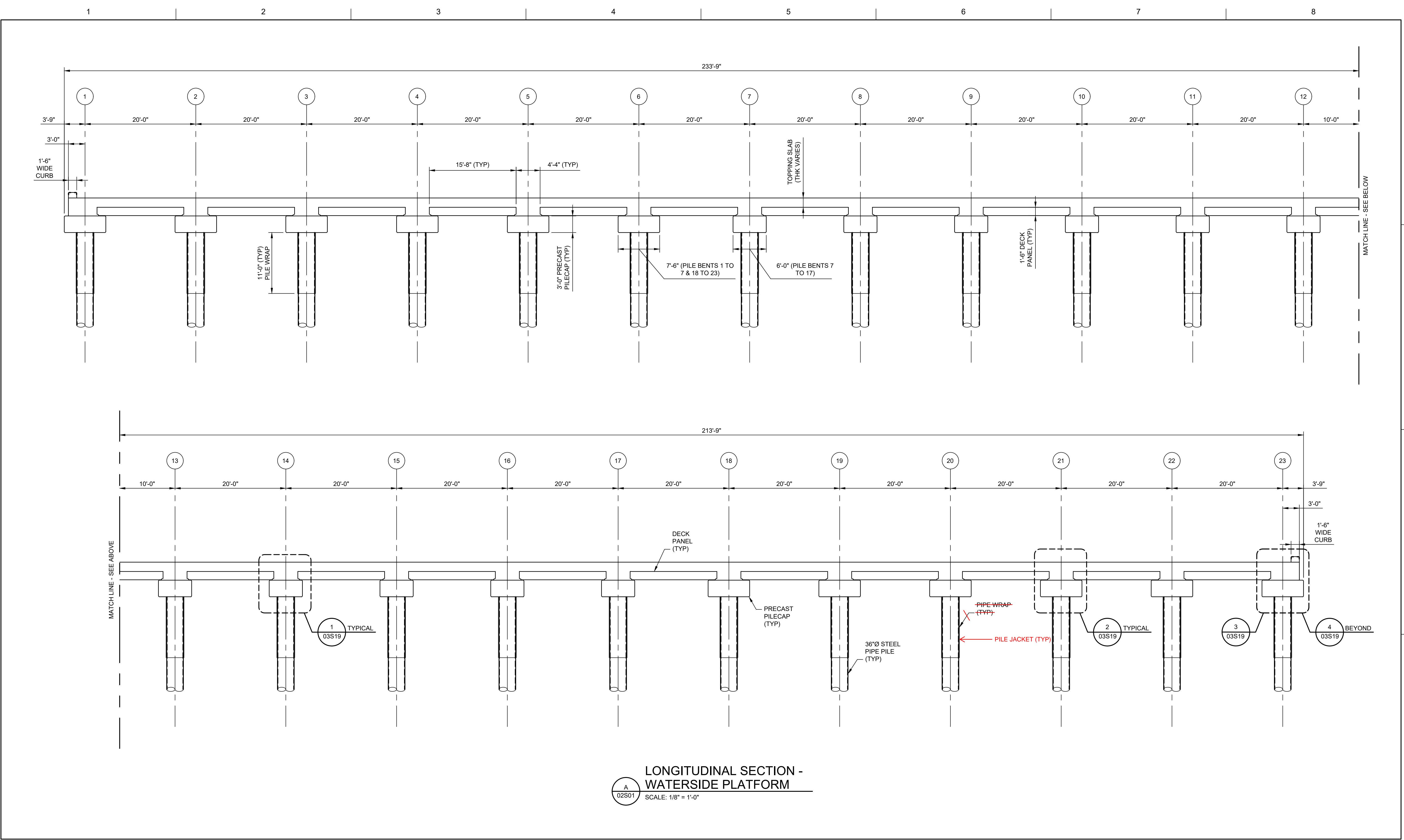




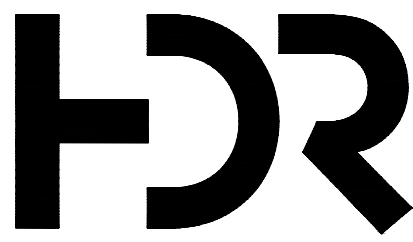
NOTES:

1. PROVIDE SUPPORT/CHAIRS AS NEEDED TO MAINTAIN THE 3" CLR ALONG THE SLOPING SURFACE OF TOPPING SLAB.





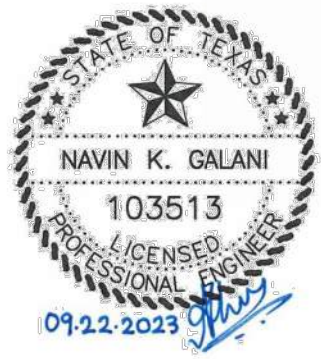
LONGITUDINAL SECTION -
WATERSIDE PLATFORM
A
02S01
SCALE: 1/8" = 1'-0"



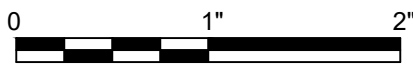
HDR Engineering, INC
TBPCLS Firm
Registration No. F-754

1	05/20/2025	ADDENDUM NO. 1
0	09/22/2023	"ISSUED FOR BIDS"
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	KYLE M. WUNDT
DESIGNED BY	L. CRESSMAN
DRAWN BY	A. VILLARREAL
CHECKED BY	N. GALANI
PROJECT NUMBER	10320226



PORT OF BROWNSVILLE
the port that works
CARGO DOCK 3 PHASE 1
DOCK PACKAGE



SECTIONS 2 OF 2

FILENAME | 03S12.dwg
SCALE | 1/8" = 1'-0"

ADDENDUM NO. 2
ATTACHMENT C15
PAGE 1 OF 1

SHEET
03S12

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1.

2.
- ☐ No Action Required☒ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

- ☐ No Permit Required
- ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
- ☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
- ☐ Individual 404 Permit Required
- ☒ Other Nationwide Permit Required: NWP* 3

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1. Brownsville Ship Channel

2. -
3. -
4. -

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion

- ☐ Temporary Vegetation
- ☐ Blankets/Matting
- ☐ Mulch
- ☐ Sodding
- ☐ Interceptor Swale
- ☐ Diversion Dike
- ☐ Erosion Control Compost
- ☒ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks

Sedimentation

- ☒ Silt Fence
- ☐ Rock Berm
- ☐ Triangular Filter Dike
- ☐ Sand Bag Berm
- ☐ Straw Bale Dike
- ☐ Brush Berms
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks
- ☐ Stone Outlet Sediment Traps
- ☐ Sediment Basins

Post-Construction TSS

- ☐ Vegetative Filter Strips
- ☐ Retention/Irrigation Systems
- ☐ Extended Detention Basin
- ☐ Constructed Wetlands
- ☐ Wet Basin
- ☐ Erosion Control Compost
- ☐ Mulch Filter Berm and Socks
- ☐ Compost Filter Berm and Socks
- ☐ Vegetation Lined Ditches
- ☐ Sand Filter Systems
- ☐ Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.
4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.
4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

- ☐ No Action Required
- ☒ Required Action

Action No.

1. West Indian manatee

2. -
3. -
4. -

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP:	Best Management Practice	SPCC:	Spill Prevention Control and Countermeasure
CGP:	Construction General Permit	SW3P:	Storm Water Pollution Prevention Plan
DSHS:	Texas Department of State Health Services	PCN:	Pre-Construction Notification
FHWA:	Federal Highway Administration	PSL:	Project Specific Location
MOA:	Memorandum of Agreement	TCEQ:	Texas Commission on Environmental Quality
MOU:	Memorandum of Understanding	TPDES:	Texas Pollutant Discharge Elimination System
MS4:	Municipal Separate Stormwater Sewer System	TPWD:	Texas Parks and Wildlife Department
MBTA:	Migratory Bird Treaty Act	TxDOT:	Texas Department of Transportation
NOT:	Notice of Termination	T&E:	Threatened and Endangered Species
NWP:	Nationwide Permit	USACE:	U.S. Army Corps of Engineers
NOI:	Notice of Intent	USFWS:	U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used. Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act. Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- * Dead or distressed vegetation (not identified as normal)
- * Trash piles, drums, canister, barrels, etc.
- * Undesirable smells or odors
- * Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

- ☐ Yes
- ☒ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

- ☐ Yes
- ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.

VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

- ☒ No Action Required
- ☐ Required Action

Action No.

1.
2.
3.

ADDENDUM NO. 2
ATTACHMENT C17
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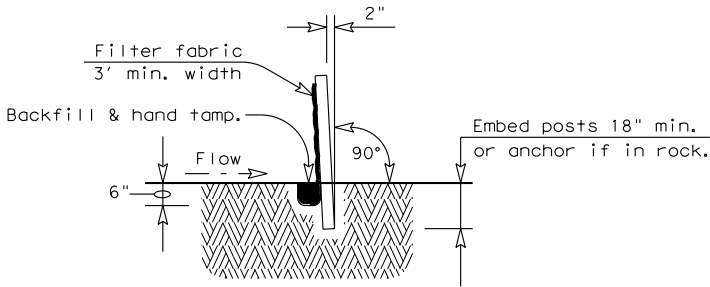
Design
Division
Standard

ENVIRONMENTAL PERMITS,
ISSUES AND COMMITMENTS
EPIC

FILE: epic.dgn	DN: TxDOT	CK: RG	DW: VP	CK: AR
©TxDOT: February 2015	CONT	SECT	JOB	HIGHWAY
12-12-2011 (DS) REVISIONS				
05-07-14 ADDED NOTE SECTION IV.	DIST	COUNTY		SHEET NO.
01-23-2015 SECTION I (CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SWALES.				

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



SECTION A-A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

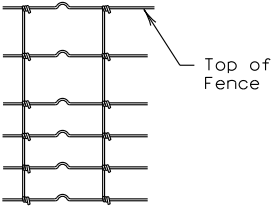
Sediment Control Fence — SCF —

SEDIMENT CONTROL FENCE USAGE GUIDELINES

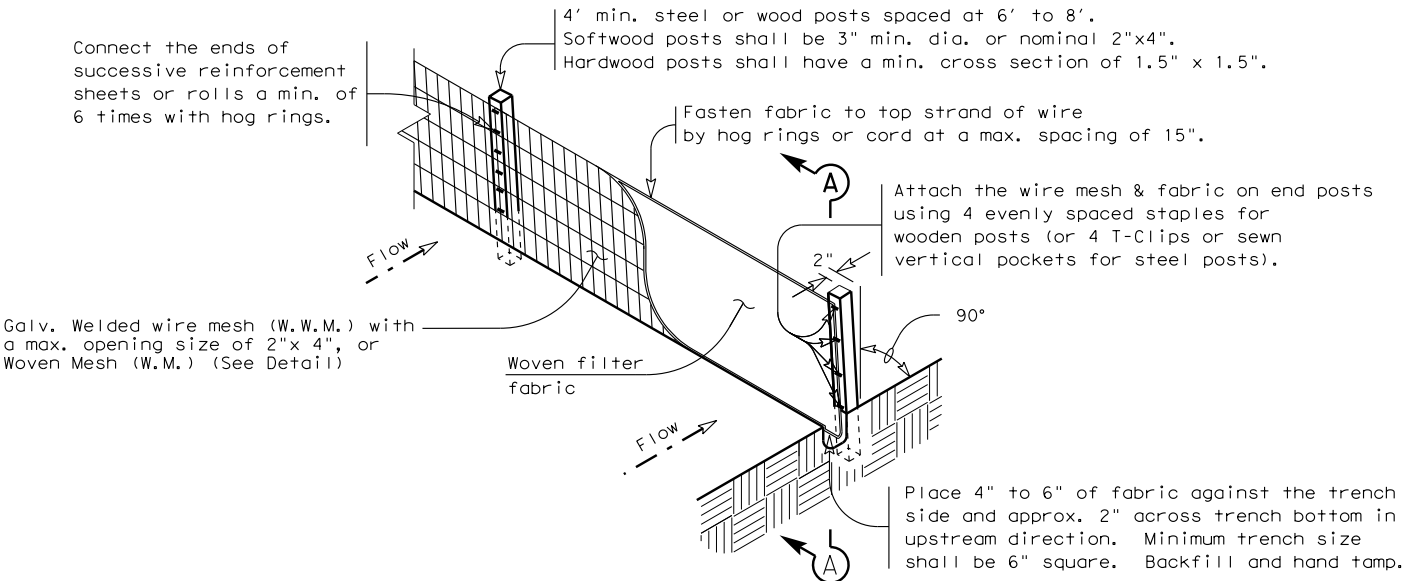
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max. 12 inches apart and all vertical wires spaced at a max. 12 inches apart.

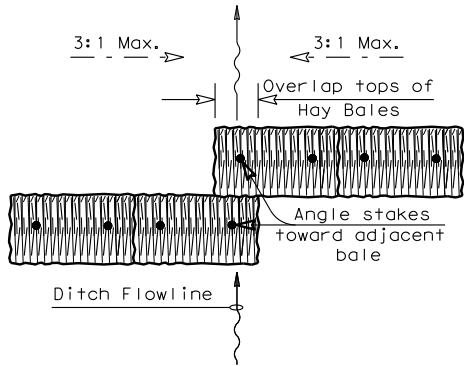


Hinge Joint Knot Woven Mesh (Option)

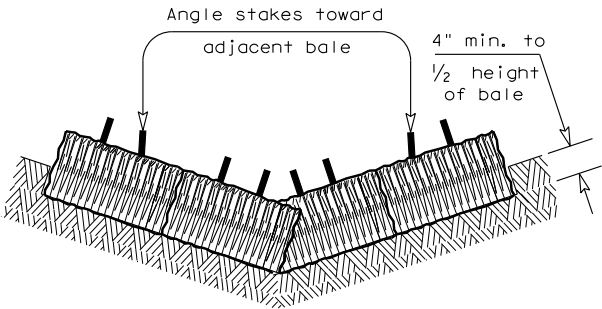


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH —

BALED HAY USAGE GUIDELINES

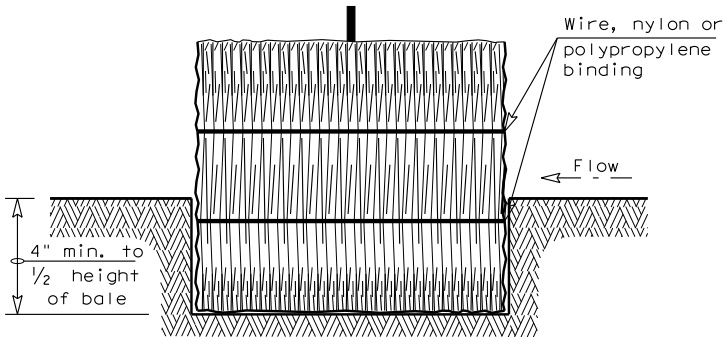
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT² of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

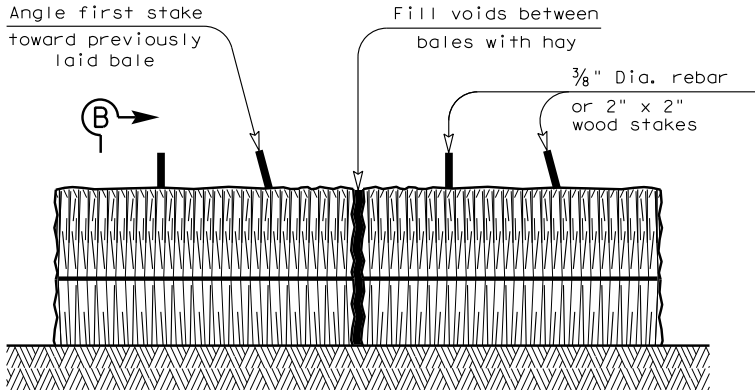
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)-09

FILE: ec109.dgn	DN: TxDOT	CK: AM	DW: TV	CK: BD
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REVISIONS	DIST	COUNTY	SHEET NO.	

ADDENDUM NO. 2
ATTACHMENT C18
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